



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
July 13, 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 Anthony Aguilar.

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 June 22, 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. JUNE 16, 2021 THROUGH JULY 6, 2021
WARRANT LIST CHECK NOS. 50444 THROUGH 50521
TOTAL FOR COUNCIL APPROVAL = \$802,826.86
2. Proposed adoption of **Resolution No. 21-43**, approving the application for eligibility for the State & Federal Surplus Property Program; authorizing City representatives to acquire surplus property from the California State Agency for Surplus Property; and authorizing the City Manager or his designee to execute any and all necessary documents.
3. Proposed adoption of **Resolution No. 21-44**, authorizing the City Manager to execute a Letter of Authorization allowing Fresno County to submit a regional grant application to CalRecycle for the Oil Payment Program Cycle 12.
4. Proposed adoption of **Resolution No. 21-45**, claiming Local Transportation Funds for Fiscal Year 2021-2022.
5. Proposed adoption of **Resolution No. 21-46**, concerning Local Transportation Purpose Funds (Measure “C” Extension Funds).
6. Proposed adoption of **Resolution No. 21-47**, authorizing the adoption of a Debt Management Policy.
7. Proposed adoption of **Resolution No. 21-48**, approving the Memorandum of Understanding between the City of Mendota and the American Federation of State, County, and Municipal Employees Local 2703 Mendota Chapter.

8. Proposed adoption of **Resolution No. 21-49**, approving the Memorandum of Understanding between the City of Mendota and Operating Engineers Local Union No. 3, on behalf of the Mendota Police Officers Association.
9. Proposed adoption of **Resolution No. 21-50**, revising the Management Benefit Resolution.
10. Proposed adoption of **Resolution No. 21-51**, approving entrance into an agreement with RRM Design Group for services needed for the Mendota City Hall and Police Department Project.
11. Proposed adoption of **Resolution No. 21-52**, approving the proposal submitted by Haaker Equipment Company for a sewer combination unit truck and authorizing the City Manager to execute all necessary documents.

BUSINESS

1. Council discussion and consideration of **Resolution No. 21-53**, appointing voting delegates for the League of California Cities' Annual Business Meeting.
 - 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 appoints delegates and considers Resolution No. 21-53 for adoption*
2. Council discussion and consideration of **Resolution No. 21-54**, approving the commitment of current Program Income Funds for the development of Rojas-Pierce Park Expansion Project and authorizing the execution of contracts.
 - a. *Receive report from Finance Officer Diaz*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Resolution No. 21-54 for adoption*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Officer
 - a) Grant Update
2. City Engineer
 - a) Update

3. City Attorney
 - a) 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 § 54957.6, subdivision (a)
Title: Unpresented Management Employees
City's Designated Representative and Negotiator: Cristian Gonzalez, City Manager
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
 - a. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case)

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 July 13, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, July 8, 2021 at 4:40 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

June 22, 2021

Meeting called to order by Mayor Castro at 6:14 p.m.

Roll Call

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

Council Members Absent: Councilor Oscar Rosales

Flag salute led by Mayor Castro

Invocation led by Police Chaplain Ophelia Lugo

FINALIZE THE AGENDA

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

A motion was made by Mayor Pro Tem Mendoza to adopt the agenda, seconded by Councilor Alonso; unanimously approved (4 ayes, Rosales).

PRESENTATION

1. Joseph Kalpakoff with Mid Valley Disposal to present information on the SB 1383 implementation program.

Joseph Kalpakoff with Mid Valley Disposal presented information about the SB 1383 implementation program.

Discussion was held on the information provided by Mr. Kalpakoff.

At 6:43 p.m. Mayor Castro left the Council Chambers and returned within the same minute.

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 June 8, 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 Mayor Pro Tem Mendoza to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Rosales).

CONSENT CALENDAR

1. JUNE 4, 2021 THROUGH JUNE 16, 2021
WARRANT LIST CHECK NOS. 50393 THROUGH 50443
TOTAL FOR COUNCIL APPROVAL = \$546,738.34
2. Proposed adoption of **Resolution No. 21-38**, approving fireworks stand permits for 2021.
3. Proposed adoption of **Resolution No. 21-39**, authorizing the submission of a Request of Authorization for construction funding for the 2021 Alley Paving Project.
4. Proposed adoption of **Resolution No. 21-40**, adopting a list of projects for fiscal year 2021-2022 funded by Senate Bill 1: The Road Repair and Accountability Act of 2017.
5. Proposed adoption of **Resolution No. 21-41**, approving the submittal of a Letter of Intent to the U.S. Army Corps of Engineers for the Floodplain Management Services Program.
6. Proposed adoption of **Resolution No. 21-42**, extending the date of repeal of the provisions of Mendota Municipal Code Sections 17.81.024 through 17.81.027 in the matter of Enhanced Economic Incentive Areas.

A request was made to pull item 6 for discussion.

A motion was made by Councilor Riofrio to approve items 1 through 5 of the Consent Calendar, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

6. Proposed adoption of **Resolution No. 21-42**, extending the date of repeal of the provisions of Mendota Municipal Code Sections 17.81.024 through 17.81.027 in the matter of Enhanced Economic Incentive Areas.

Discussion was held on the item.

A motion was made by Councilor Riofrio to approve item 6 of the Consent Calendar, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

BUSINESS

1. Council discussion and consideration of water conservation measures in response to the ongoing drought conditions.

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

Discussion was held on the item.

Council consensus was reached to direct staff to enact water conservation measures.

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 monthly statistics, and the status of the weed abatement process.

Discussion was held on the department addressing public nuisance issues.

Chief Smith provided the report for the Animal Control Department including monthly statistics, and the status of the animal control truck.

Chief Smith provided the report for the Police Department including crime statistics, trends, and significant cases.

Discussion was held on vehicles speeding in the City.

2. City Attorney
 - a) Update

City Attorney Kinsey reported that Nicolas Cardella would be rejoining Wanger Jones Helsley.

Discussion was held on the information provided by City Attorney Kinsey.

3. City Manager

City Manager Gonzalez reported on the upcoming Fireworks Show; that Finance Director Marquez was retiring soon; the OSHA guidelines concerning face masks; the status of the basketball court resurfacing project; and issues concerning locking and unlocking the restrooms at Rojas-Pierce Park.

Discussion was held on the maintenance of the new baseball field.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Riofrio reported on the upcoming Fireworks Show; and illegal fireworks in the community.

Discussion was held on enforcing illegal firework regulations.

Mayor Pro Tem Mendoza reported on the upcoming Fireworks Show and cornhole tournament.

Discussion was held on the Fireworks Show.

Councilor Alonso reported on an event he participated in; local youth participating in extracurricular activities and representing the City; and the upcoming Fireworks Show.

2. Mayor

Mayor Castro inquired on the status of the Little Cesar's project; reported on the Harvest Festival; and the enforcement of the noise ordinance.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

- a. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case)

2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to CA Government Code §§ 54954.5(f), 54957.6

- a. Agency Designated Representative: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Administrative Services Director
- b. Employee Organizations: Mendota Police Officers Association, American Federation of State, County and Municipal Employees, and Unrepresented Management Employees

At 7:38 p.m. the Council moved into closed.

At 8:24 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regard to item 1 of the Closed Session, the Council directed the City Attorney's office to initiate litigation under the Health and Safety Code relating to 578 Lolita Street in the event that the order to abate is not complied with on or before July 8, 2021. In regard to item 2 of the Closed Session, there was no reportable action.

BUSINESS CONTINUED

2. Council discussion and consideration of **Resolution No. 21-34**, approving and adopting the Fiscal Year 2021-2022 operating budget for the City of Mendota.

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

Finance Officer Diaz reported on the budget.

Discussion was held on the item.

A motion was made by Councilor Riofrio to adopt Resolution No. 21-34, seconded by Councilor Alonso; unanimously approved (4 ayes, absent: Rosales).

3. Council discussion and consideration of **Ordinance No. 21-14**, amending Section 2.04.070 of Chapter 2.04 of Title 2 of the Mendota Municipal Code to increase the compensation of City Council members.

Mayor Castro introduced the item and City Attorney Kinsey stated that the item was tabled for further discussion.

City Engineer Osborn provided an update on the Mowry Bridge Replacement Project.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:47 p.m. by Councilor Alonso, seconded by Mayor Pro Tem Mendoza unanimously approved (4 ayes, absent: Rosales).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
6/16/2021-7/6/2021
CHECK# 50444-50521

Date	Check #	Check Amount	Vendor	Department	Description
6/16/2021	50444	\$ 4,500.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN 6/16/2021
6/16/2021	50445	\$ 88.00	CABRERA, CELESTE	GENERAL	REIMBURSEMENT-RECORDERS OFFICE COPY FEE-CASA DE ROSA
6/16/2021	50446	\$ 501.48	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT JUNE 2021
6/16/2021	50447	\$ 216.15	COMCAST	GENERAL	MENDOTA INTERNET CP-CASSANDRA PEREZ & GLORIA SALVADOR
6/22/2021	50448	\$ 669.84	AFLAC	GENERAL	AFLAC INSURANCE FOR THE MONTH OF JUNE 2021
6/22/2021	50449	\$ 2,041.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 5/14/21,5/16/21, 6/1-6/2/21
6/22/2021	50450	\$ 629.68	THE HOME DEPOT	GENERAL	SOLAR POWERED 20-WATT GRAY OUTDOOR LED LIGHT, (2) BEHR ELASTOMERIC PAINT GATEHOOK AND EYE ZINC
6/22/2021	50451	\$ 126,935.76	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 6/7/21 - 6/20/21
6/24/2021	50452	\$ 279.46	ADT SECURITY SERVICES	GENERAL-WATER	SECURITY SERVICES 7/1/21-9/30/21-ROJAS CONCESSION, SECURITY SERVICES 7/4/21-8/3/21 WATER PLANT
6/24/2021	50453	\$ 5,058.28	AMERITAS GROUP	GENERAL	VISION & DENTAL INSURANCE FOR JULY 2021
6/24/2021	50454	\$ 939.01	CORBIN WILLITS SY'S INCORPORATED	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICES FEES- MOMS SYSTEM JULY 2021
6/24/2021	50455	\$ 327.02	DATAMATIC, INC.	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE FEE- JULY2021
6/24/2021	50456	\$ 6,000.00	FRESNO COUNTY EDC	GENERAL-WATER-SEWER	ANNUAL PUBLIC INVESTMENT 7/1/21-6/30/21-GOLD MEMBER
6/24/2021	50457	\$ 5,100.00	MOUNTAIN VALLEY ENVIRONMENTAL	WATER-SEWER	JULY 2021-WATER TREATMENT, DISTRIBUTION & CPO SERVICE
6/24/2021	50458	\$ 1,726.65	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD. & STD INSURANCE FOR JULY 2021
6/24/2021	50459	\$ 194.36	PITNEY BOWES INC.	GENERAL-WATER-SEWER	POSTAGE METER RENTAL 7/1/21-9/30/21
6/24/2021	50460	\$ 3,105.00	REGROUP	GENERAL-WATER-SEWER	REGROUP ANNUAL SUBSCRIPTION 9/10/21-9/9/22
6/24/2021	50461	\$ 336.35	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT JULY 2021
6/25/2021	50462	\$ 3,000.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN 6/22/2021
6/25/2021	50463	\$ 954.12	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES 5/12/21-6/11/21
6/25/2021	50464	\$ 415.41	CALIFORNIA STATE LANDS COMMISSION	WATER	AMENDED STAFF/PROJECT CHANGES-REMOVAL OF MOWRY BRIDGE
6/25/2021	50465	\$ 9,500.00	NHA ADVISORS, LLC	GENERAL-WATER-SEWER	MENDOTA 2021 PUBLIC FACILITIES FINANCIAL FEASIBILITY STUDY
6/25/2021	50466	\$ 40,000.00	PUBLIC FACILITIES INVESTMENT CORPORATION	GENERAL-WATER-SEWER	PROGRAM MGT & PROFESSIONAL SERVICES FEE AGREEMENT
6/28/2021	50467	\$ 25,630.98	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR JULY 2021
7/2/2021	50468	\$ 3,075.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN 6/29/2021, MONTHLY MEDICAL ADMINISTRATION FEES FOR JUNE 2021
7/2/2021	50469	\$ 2,774.00	CALIFORNIA DEPARTMENT OF TAX & FEE	GENERAL-WATER-SEWER-STREETS	USE TAX FOR 2020 31 DECEMBER 2020 # 102-068202
7/2/2021	50470	\$ 372.06	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR JUNE 2021
7/2/2021	50471	\$ 29.85	COMCAST	GENERAL	MENDOTA INTERNET CP- GUADALUPE SALVADOR
7/2/2021	50472	\$ 10,511.60	WANGER JONES HELSLEY PC ATTORN	GENERAL	PASSTHRU-LEGAL SERVICES RE: AXIOM DEVELOPMENT 3/15/21, 4/15/21, 5/15/21
7/2/2021	50473	\$ 1,827.90	WOOD ENVIRONMENT & INFRASTRUCTURE	GENERAL	ENVIRONMENTAL SERVICES MENDOTA AG CANNABIS-PASSTHRU
7/6/2021	50474	\$ 64.79	ACE TROPHY SHOP	GENERAL	(4) NAME PLATES (2X12)
7/6/2021	50475	\$ 57.77	ALERT-0-LITE	GENERAL-WATER-SEWER	LEMON-LIME AND FRUIT PUNCH GATORADE 21OZ
7/6/2021	50476	\$ 2,061.03	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER JUNE 2021- CITY HALL & PD
7/6/2021	50477	\$ 408,985.45	AMERICAN PAVING COMPANY	WATER	MOWRY BRIDGE REPLACEMENT 5/25/2021-6/24/2021
7/6/2021	50478	\$ 536.91	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM WEEK 5/6/2021, 6/10/2021, 6/17/2021, 6/24/2021,
7/6/2021	50479	\$ 226.14	AT&T	GENERAL	POLICE DISPATCH PHONE SERVICES 5/27/21-6/26/21

CITY OF MENDOTA
CASH DISBURSEMENTS
6/16/2021-7/6/2021
CHECK# 50444-50521

7/6/2021	50480	\$ 11.62	AUTOZONE, INC.	GENERAL	(2) ARMOR ALL TIRE FOAM (PD)
7/6/2021	50481	\$ 450.00	BAR PSYCHOLOGICAL GROUP	GENERAL	PRE-EMPLOYMENT PSYCH SCREENING (L. JIM) (PD)
7/6/2021	50482	\$ 76.01	BELMONT NURSERY	GENERAL	(8) CUPHEA 'LAVENDER LACE' (4) GUARA 1' BALLERINA
7/6/2021	50483	\$ 4,177.57	BSK ASSOCIATES	WATER-SEWER	WEEKLY, WEEKLY GRAB SAMPLE 6/8/2021, 6/15/21, 6/22/21, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 6/15/21
7/6/2021	50484	\$ 185.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL, (1) ABUSE SCREEN, #21-0695 & #21-581 (PD)
7/6/2021	50485	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING MAY 2021
7/6/2021	50486	\$ 2,222.98	ECS HOUSE INDUSTRIES, INC.	SEWER	(1) ASSY, STUBSHAFT 2-7/16", BEARING, PLATE, SEAL, & S/H
7/6/2021	50487	\$ 57.00	EMPLOYEE RELATIONS	GENERAL-WATER-SEWER	(1) CREDIT REPORT (1) CRIMINAL COURT (1) ID REPORT
7/6/2021	50488	\$ 261.09	ENTENMANN-ROVIN COMPANY	GENERAL	MENDOTA POLICE DEPARTMENT- CHIEF DOME BADGE (PD)
7/6/2021	50489	\$ 268.13	FASTSIGNS	GENERAL	6' FOUR SIDED FULL COLOR TABLE COVER- CITY LOGO
7/6/2021	50490	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS FOR JUNE 2021
7/6/2021	50491	\$ 85.00	GIL'S FLOWERS	GENERAL	(1) FLOWER ARRANGEMENT & DELIVERY
7/6/2021	50492	\$ 4,246.66	J&E RESTAURANT SUPPLY, INC.	GENERAL	(1) ICE MACHINE 530LB ELEVATION, ICE BIN, FILTER SYSTEM
7/6/2021	50493	\$ 215.00	KERWEST NEWSPAPER	SEWER	LEGAL PROOF OF PUBLICATION-PURCHASE OF SEWER TRUCK
7/6/2021	50494	\$ 1,401.58	KOPPEL & GRUBER	GENERAL	CFD NO. 2006-1 PD & FIRE SERVICES ADMINISTRATION SERVICES APR-JUNE, L&L DIST 2019
7/6/2021	50495	\$ 680.00	LAW & ASSOCIATES	GENERAL	ADMINISTRATIVE INVESTIGATION- CONFIDENTIAL (PD)
7/6/2021	50496	\$ 300.00	LEXIS NEXIS	GENERAL-WATER-SEWER	MONTHLY SUBSCRIPTION 6/1/2021-6/30/21
7/6/2021	50497	\$ 450.00	MENDOTA YOUTH RECREATION	GENERAL	ANNUAL HARVEST CARNIVAL DEPOSIT REIMBURSEMENT
7/6/2021	50498	\$ 2,646.36	MENDOTA SMOG & REPAIR	GENERAL-STREETS	CUSTOMER REQUEST TO R&R BRAKE HOSE & SENSOR (PD), 2008 FORD 150 REPAIR AND REPLACE TRANSMISSION
7/6/2021	50499	\$ 2,657.34	METRO UNIFORM	GENERAL	UNIFORM ITEMS-SOCKS, LACES, HANDCUFFS, PATCH-KAWANA, UNIFORM ITEMS- BELT, FLEXFIT WOOL CAP (JARCIGA) (PD)
7/6/2021	50500	\$ 2,534.50	MID VALLEY DISPOSAL, INC	REFUSE-STREETS	ROLL OFF BIN 50Y QTY:11.34 TONS, ROLL OFF BIN EXCHANGE 10Y QTY: 7.07, ROLL OFF BIN EXCHANGE 40Y QTY:17.38
7/6/2021	50501	\$ 499.74	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	TURNBUCKLE 7/8, CYLINDER, BROOM INNER (STREET SWEEPER)
7/6/2021	50502	\$ 4,739.79	NORTHSTAR CHEMICAL	WATER	(830),(650), (850) SODIUM HYPOCHLORITE-12.5%
7/6/2021	50503	\$ 192.88	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- PAPER 30%, FILE FOLDERS, FILE CRATE, FILE FOLDERS 100 PK, STAPLER, PENS, SIGN HOLDER
7/6/2021	50504	\$ 42,836.30	PG&E	GENERAL-WATER-SEWER-STREETS-AIRPORT	WATER DEPARTMENT UTILITIES 5/14/2021-6/14/2021, CITYWIDE UTILITIES FOR 5/11/2021-6/9/2021
7/6/2021	50505		VOID		
7/6/2021	50506	\$ 38,614.80	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	PROJECT SERVICES FOR 5/1/21-5/31/21, CITY OF MENDOTA RETAINER 20 21 SERVICES MAY 2021
7/6/2021	50507	\$ 68.93	PURL'S SHEETMETAL & AIR	GENERAL-WATER-SEWER	(8) AIR FILTER 20X16X2 FOR CITY HALL
7/6/2021	50508	\$ 552.86	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-SEWER-STREETS	FORD UNIT #13 TIRE REPAIR, FORD F-350 XL #09 TIRE INSTALLATION, VALVE STEM, FORD EXPLORER #83 RIGHT REAR TIRE REPAIR
7/6/2021	50509	\$ 6,123.38	ROSENBALM ROCKERY INC.	GENERAL	HONED STP PANEL EVEREST MARBLE E/W (WELCOME SIGNS)
7/6/2021	50510	\$ 3,214.54	ERNEST PACKING SOLUTIONS	GENERAL-WATER-SEWER-REFUSE	(5) CAN LINER 36X58 1.8 MIL LD BK 55 GAL, TRASH CAN, (5) CT Y-NOTCH RT 800 WHITE, CLOROX PINE-SOL, CAN
7/6/2021	50511	\$ 165.00	SEBASTIAN	GENERAL-WATER-SEWER	(1)HR LOW VOLTAGE LABOR
7/6/2021	50512	\$ 1,546.73	SIGNMAX	STREETS	(20) 24X24 HIP BLACK & YELLOW TRAFFIC SIGNS, (10) STOP SIGNS 30" EGP
7/6/2021	50513	\$ 1,547.42	SITEONE LANDSCAPE SUPPLY LLC	GENERAL	TORO RETROFIT KIT FOR 100P1 5-1/2IN ,HUNTER MP NOD, (1) HUNTER PGV ASV PVC ANTI-SIPHON VALVE-PARKS
7/6/2021	50514	\$ 89.08	SUNNYSIDE TROPHY	GENERAL	9X12 ROSEWOOD PLAQUE
7/6/2021	50515	\$ 575.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	ROJAS PARK SQUIRREL & GOPHER BAIT STATIONS JUNE 2021, PEST CONTROL SERV. CITYHALL/DMV/YOUTH CENT.6/22/21
7/6/2021	50516	\$ 4,722.81	THE SHERWIN-WILLIAMS COMPANY	STREETS	(1) LINELAZER 3400-GRACO GAS POWERED LINESTRIPER, (2) 5 GAL PAINT CANS WHITE AND YELLOW

CITY OF MENDOTA
 CASH DISBURSEMENTS
 6/16/2021-7/6/2021
 CHECK# 50444-50521

7/6/2021	50517	\$ 1,597.11	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 1/2IN HMA TYPE A AGG & ASPHALT HUMPS ON GREGG CT. ST 1/2 IN HMA TYPE A QTY: 4.17 AGG & ASPHALT STREET PATCHING
7/6/2021	50518	\$ 2,467.86	VIKING MANUFACTURING INC.	GENERAL	20X20X8' CARPORT FOR POLICE DEPARTMENT
7/6/2021	50519	\$ 300.00	VORTAL	GENERAL-WATER-SEWER	WEBSITE MAINTENANCE AND HOSTING 5/16/2021 & 6/16/2021
7/6/2021	50520	\$ 605.96	VULCAN MATERIALS COMPANY	STREETS	ST 1/2IN HMA TYPE A QTY: 9.27 STREET HUMP- GREGG CT.
7/6/2021	50521	\$ 64.80	WECO	GENERAL-WATER-SEWER	(6) RENTAL CYL ACETYLENE #4 D & K JUNE 2021

\$ 802,826.86

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE APPLICATION FOR ELIGIBILITY FOR THE STATE & FEDERAL SURPLUS PROPERTY PROGRAM
DATE: JULY 13, 2021

ISSUE

Should the City Council adopt Resolution No. 21-43, approving the application for eligibility for the State & Federal Surplus Property Program; authorizing City representatives to acquire surplus property from the California State Agency for Surplus Property; and authorizing the City Manager or his designee to execute any and all necessary documents?

BACKGROUND

The City of Mendota (“City”) has been informed that there is a possibility that it may be able to acquire surplus equipment from a federal agency.

ANALYSIS

In order for the City to acquire the equipment, it is required to submit an application for eligibility for the State & Federal Surplus Property Program to the state’s Department of General Services (“DGS”). Following the submittal of the application, DGS will evaluate the City’s eligibility to participate in the program. Should the City be eligible, it will receive an approval letter and authorized City representatives will be permitted to coordinate with the federal agency to acquire the surplus equipment.

FISCAL IMPACT

Costs associated with acquiring the surplus equipment, if any.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-43, approving the application for eligibility for the State & Federal Surplus Property Program; authorizing City representatives to acquire surplus property from the California State Agency for Surplus Property; and authorizing the City Manager or his designee to execute any and all necessary documents.

Attachment(s):

1. Application for Eligibility
2. Resolution No. 21-43

Application Checklist

Government and Special Districts

- State Agency
- County
- City
- Public School / District (College's, Universities)
- Special District (Water Districts, Cemetery's, Utilities)

Name of Organization: City of Mendota

Contact Name: Celeste Cabrera-Garcia

Contact Name: Phone Number/Email Address:
(559) 577-7692 ccabrera@cityofmendota.com

#1 Form 201 – Application	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#2 Form 202 – Resolution with Board Minutes (When Applicable)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#3 Form 203 – Non-Discrimination Certification	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#4 Form 204 – Racial Demographic and National Origins of all Persons within your service Area (https://factfinder.census.gov)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#5 Debarment Form	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#6 Sign and Date Terms and Conditions	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#7 Proof of State/Public Agency Status (Listing in State Directory etc.)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
#8 Current CBEDS or WASC (if applicable) (https://dq.cde.ca.gov/dataquest/)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Return Completed Original Application to: Federal Surplus Property Program 1700 National Drive Sacramento, CA 95834 (Please maintain a copy for your records)	Yes <input type="checkbox"/>	No <input type="checkbox"/>

- Eligibility is limited to the period covered by the certification. Certifications are generally issued on an annual basis; therefore, the provider must update annually or as required by the approval on their certification.

Notes:

Reviewed by:	Date:
Approved: Yes <input type="checkbox"/> No <input type="checkbox"/>	Expires:
Donee Number:	Billing Code:

STATE OF CALIFORNIA
APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

In completing this form please print or type information.

A. Name of Organization City of Mendota Telephone 1559) 577-7692
Address 1433 Quince Street City Mendota County Fresno Zip 93640
E-Mail Address ccabrera@cityofmendota.com Fax Number (559) 655-4064

1. Application is being made as a (please check one) (a) Public agency or (b) qualified nonprofit and tax-exempt organization . Check all spaces that apply and provide all requested data.

B. PUBLIC AGENCY: Check either state or local

- Conservation
- Economic Development
- Education
- Grade Level _____
(Preschool, K-12, college)
- Enrollment _____
- No. of faculty _____
- No. of days in school year _____
- Parks & Recreation
- Public Health
- Public Safety
- Two or more of above
- Other (specify) Municipality

NONPROFIT AGENCY OR ORGANIZATION:

- Education
- Grade Level _____
(Preschool, K-12, college)
- School for the mentally or physically handicapped
- Enrollment _____
- No. of faculty _____
- No. of days in school year _____
- No. of school sites _____
- Educational radio or television station
- Museum
- Library
- Medical institution
- Hospital
- Health center
- Clinic
- Other (specify) _____

1. Are the applicant's services available to the public at large? Yes If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:

- SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
- SASP Form No. 203, nondiscrimination compliance assurance.
- Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
- Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: Cristian Gonzalez, City Manager

Date: _____ Signature of Administrator or Director: _____

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____

Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE*	E-MAIL ADDRESS
A. <u>Cristian Gonzalez</u>	<u>City Manager</u>	_____	<u>cristian@cityofmendota.com</u>
<u>Celeste Cabrera-Garcia</u>	<u>City Clerk</u>	_____	<u>ccabrera@cityofmendota.com</u>
<u>Nancy Diaz</u>	<u>Finance Officer</u>	_____	<u>nancy@cityofmendota.com</u>
<u>Kevin Smith</u>	<u>Chief of Police</u>	_____	<u>kevin.smith@fcle.org</u>
<u>Macario Banuelos</u>	<u>Public Works Superintendent</u>	_____	<u>mark@cityofmendota.com</u>

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____, 20____, by the Governing Board of the:
 _____ by the following vote: AYES: _____; NOES: _____; ABSENT: _____
 Agency Name

I, _____ Clerk of the Governing Board known as _____

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principap office of the Governing Board.

Signed by: _____

_____ Name of Organization

_____ Mailing Address

_____/_____/_____ City Zip Code County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this _____ day of _____, 20____, by: _____
 Signature of Administrative Officer

_____/_____ Printed Name of Chief Administrative Officer Title

_____/_____ Organization Name Street Address

_____/_____/_____ City ZIP Code County

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

City of Mendota, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____

City of Mendota
Donee Organization

BY _____

(President/Chairman of the Board
or comparable authorized official)

City of Mendota
443 Quince Street
Mendota, CA 93040
Donee Mailing Address

STATE OF CALIFORNIA
APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (it may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native % _____	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander % _____	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black % _____	Persons having origins in any of the black racial groups of Africa.
Hispanic % <u>96.9</u>	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White % <u>2.9</u>	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other % <u>0.2</u>	(Specify) <u>Two or more races</u>

Print Name Cristian Gonzalez

Title City Manager

Signature _____

Date _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, in eligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT

City of Mendota

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Cristian Gonzalez, City Manager

SIGNATURE

DATE

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included
On Agency Issued or Distribution Documents**

The Donee Certifies That:

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise: and the Donee certifies to A. (3), (4) and (5),

The Donee Agrees to the Following Federal Conditions:

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 8) In the event the Donee does not use the property as required by *Sections C (1) and (2)* below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by *Sections C (1) and (2)*, at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

C) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.

SIGNATURE: _____

DATE: _____

**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 APPLICATION FOR ELIGIBILITY FOR
THE STATE & FEDERAL SURPLUS PROPERTY
PROGRAM; AUTHORIZING CITY REPRESENTATIVES
TO ACQUIRE SURPLUS PROPERTY FROM
THE CALIFORNIA STATE AGENCY FOR
SURPLUS PROPERTY; AND AUTHORIZING
THE CITY MANAGER OR HIS DESIGNEE
TO EXECUTE ANY AND ALL NECESSARY
DOCUMENTS**

RESOLUTION NO. 21-43

WHEREAS, the City of Mendota (“City”) is responsible for acquiring and maintaining the property necessary to ensure the health, safety, and wellbeing of the City’s residents; and

WHEREAS, it is the desire of the City to acquire surplus property from State and Federal agencies to be used for day-to-day operations and by the City’s residents; and

WHEREAS, in order to potentially acquire surplus property, the City is required to prepare and submit an Application for Eligibility for the State & Federal Surplus Property Program (“Program”).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the Application for Eligibility for the State & Federal Surplus Property Program, authorizes City representatives to acquire surplus property from the California State Agency for Surplus Property, and authorizes the City Manager, or his designee, to execute any and all necessary documents.

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 13th day of July, 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 LETTER OF AUTHORIZATION FOR THE OIL PAYMENT PROGRAM
CYCLE 12 (OPP12)
DATE: JULY 13, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-44, authorizing the City Manager to execute a letter of authorization allowing Fresno County to submit a regional grant application to CalRecycle for the Oil Payment Program Cycle 12 (OPP12)?

BACKGROUND

The City of Mendota (“City”) has participated in the Oil Payment Program (“OPP”) for many years. This program allows businesses to register with Fresno County (“County”) and receive reimbursement for accepting used oil. The County has coordinated this program for over 20 years and is preparing another grant application for OPP Cycle 12 (“OPP12”).

ANALYSIS

Fresno County is planning to once again be the lead agency on the program application to the California Department of Resources Recycling and Recovery (“CalRecycle”) and is asking for Letters of Authorization from the cities that wish to participate. There is no cost to our City for participating in the program and it provides a benefit by subsidizing the cost of accepting used oil, so residents can exchange it to be recycled for free.

Attached is the Letter of Authorization that the City needs to provide to the County so that they can submit the grant application on the City’s behalf.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-44, authorizing the City Manager to execute a letter of authorization allowing Fresno County to submit a regional grant application to CalRecycle for the Oil Payment Program Cycle 12 (OPP12).

Attachment(s):

1. Resolution No. 21-44
2. Exhibit “A” – Letter of Authorization for OPP12

**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 CITY MANAGER TO EXECUTE A LETTER
OF AUTHORIZATION ALLOWING FRESNO
COUNTY TO SUBMIT A REGIONAL GRANT
APPLICATION TO CALRECYCLE FOR
THE OIL PAYMENT PROGRAM CYCLE 12**

RESOLUTION NO. 21-44

WHEREAS, Fresno County (“County”) has acted as the lead applicant for the region in submitting grant applications to the California Department of Resources Recycling & Recovery (“CalRecycle”) for assistance in disposing used oil and filters; and

WHEREAS, the County has requested that the City of Mendota (“City”) submit a Letter of Authorization to formalize the City’s participation in the program and authorize the County to submit the application on the City’s behalf; and

WHEREAS, the Letter of Authorization, attached hereto as Exhibit “A” and incorporated herein by this reference, formalizes the City’s participation in the Oil Payment Program Cycle 12 (“OPP12”).

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby authorizes the City Manager to execute the letter of authorization, attached hereto as Exhibit “A”, allowing Fresno County to submit a grant application to CalRecycle for the Oil Payment Program Cycle 12.

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 13th day of July, 2021, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

Exhibit A

July 13, 2021

Department of Resources Recycling and Recovery (CalRecycle)
1001 "I" Street
P.O. Box 4025
Sacramento, CA 95812-4025

Dear CalRecycle:

RE: Letter of Authorization for Oil Payment Program, Cycle 12 (OPP12)

I am the City Manager for the City of Mendota. I am authorized to contractually bind the City of Mendota. Pursuant to this authority, I hereby authorize the **County of Fresno** to submit a regional application and to act as Lead Agency on behalf of the City of Mendota. The County of Fresno is hereby authorized to execute all documents necessary to implement the project and secure payment under the OPP12 program. This authorization is and shall remain effective until the end of the OPP12 performance period, which is **June 30, 2023**.

Sincerely,

Cristian Gonzalez
City Manager
City of Mendota
(559) 655-3291 ext. 106

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CLAIMING LOCAL TRANSPORTATION FUNDS FOR FISCAL YEAR 2021-2022
DATE: JULY 13, 2021

ISSUE

Should the City Council approve Resolution 21-45, claiming Local Transportation Funds for Fiscal Year 2021-2022?

BACKGROUND

The Fresno Council of Governments (FCOG) has the authority to review claims and allocate such funds in accordance with the Transportation Development Act (TDA) of 1971 and Chapter 3 of Title 21 of the California Administrative Code for the purposes allowed under Articles III, IV and VII which provides funding to be allocated to encourage inter-jurisdictional coordination of transportation needs and increased coordination of transportation implementation planning. This funding is allocated by the California Department of Tax and Fee Administration, which takes the amount of sales tax collected and returns the general sales tax revenue to the Council of Fresno County Governments. They in turn, allocate it to each City in the County based on population for the projects that were budgeted for the 2021-2022 fiscal year.

ANALYSIS

The attached resolution and claim forms for each applicable funding program are routine and required by FCOG to receive the funding for the Local Transportation Funds. With the funding provided under the TDA, the City can fund street projects approved during the budget for each fiscal year, rural transit and assist with regional transportation planning.

The total amount allocated for the City of Mendota is \$606,024.00. However, the City will be payable \$356,692.00 from the total allocation. The remaining \$249,332.00 will be distributed among four sections: Regional Transportation Planning, Community Transit Service, Article 4.5, Fresno County Rural Transit Agency LTF and Fresno County Rural Transit Agency STA. The following table displays each sections allocation:

FY 2021/2022

Regional Transportation Planning	\$ 14,528.00
Community Transit Service, Article 4.5	\$ 25,705.00
Fresno County Rural Transit Agency LTF	\$ 123,435.00
Fresno County Rural Transit Agency STA	\$ 85,664.00
	\$ 249,332.00

Regional Transportation Planning is a long-term design of a region’s transportation system. The plan identifies and analyzes transportation needs of the metropolitan region and creates a framework for project priorities.

Community Transit Service, Article 4.5 is a transportation planning agency for community transit services for those disabled, who cannot use conventional transit services. Transportation services which connect intra-community origins and destinations in which needs are not being met in the community.

Fresno County Rural Transit is a transportation service offered in Fresno County to the 13 rural incorporated communities and many unincorporated rural communities with limited services to neighboring counties Kings County (Avenal and Hanford). There is a Demand Responsive or Fixed Route Basis for all passengers. The difference between LTF and STA funding is STA is specific to transit purposes.

FISCAL IMPACT

\$356,692.00 to the City of Mendota “LTF” Fund.

RECOMMENDATION

Staff recommends Council to approve Resolution No. 21-45, claiming Local Transportation Funds for Fiscal Year 2021-2022.

Attachment(s):

1. Transportation Funding Claim Forms for Fiscal Year 2021/22
2. Resolution No. 21-45

Enter Date: **7/13/2021**

Claimant Name: **City of Mendota**

TRANSPORTATION FUNDING CLAIM FOR FISCAL YEAR: 2021/22

Instructions: Please note that each page of this claim is a separate worksheet, please click through all tabs and complete. Also note that light yellow fields require an entry if applicable, light grey fields contain formulas that will automatically calculate based on corresponding entries. A date and claimant name field is at the top of the first page, and automatically repeats on following pages, (date should be formatted 00/00/0000)

When completed, please print, sign and send signed original via mail to:

**Les Beshears, Director of Finance, Fresno Council of Governments, 2035 Tulare Street, Suite 201,
Fresno, CA 93721**

From: Applicant:	City of Mendota
Address:	643 Quince Street
City/State/Zip:	Mendota, CA 93640
Contact Phone/email:	(559) 655-3291/nancy@cityofmendota.com

This applicant is an eligible claimant pursuant to Section 99203 of the Public Utilities Code and certifies that the following transportation funds are available to be claimed:

Local Transportation Fund

Apportionment:	\$ 520,360.00
Unexpended, Held by Claimant:	
Other Agency:	

State Transit Assistance Fund

Estimate:	\$ 85,664.00
Unexpended, Held in Trust:	\$ -

Other

Other:	
--------	--

	TOTAL
	\$ 606,024.00

spell out total amount in above cell

for the purposes and respective amounts specified in the attached claim be drawn from the Local Transportation Fund and State Transit Assistance Fund.

Please print and sign after completing form

Authorized Signature:	
Name/Title:	Cristian Gonzalez/City Manager
Date:	7/13/2021



2035 Tulare St., Ste. 201 tel 559-233-4148
Fresno, California 93721 fax 559-233-9645

www.fresnocog.org

Enter Date: **7/13/2021**

Claimant Name: **City of Mendota**

TRANSPORTATION FUNDING CLAIM DETAIL FOR FISCAL YEAR: 2021/22

PURPOSE	AMOUNT	SUBTOTAL
1. Bicycle & Pedestrian Facilities:		
Article 3:	\$ 10,403.00	
Article 8a:		
Audit Exceptions (General Fund Payback);		
Unexpended Funds, Held by Claimant:		
		\$ 10,403.00
2. Regional Transportation Planning:		
	\$ 14,528.00	\$ 14,528.00
3. Public Transportation		
State Transit Assistance Funds (STA):	\$ -	
Other:		
		\$ -
4. Community Transit Service CTSA, Article 4.5:		
	\$ 25,705.00	\$ 25,705.00
5. Streets & Roads:		
Article 8a:	\$ 346,289.00	
Unexpended Funds, Held by Claimant:		
		\$ 346,289.00
6. To Be Claimed By:		
Fresno County Rural Transit Agency LTF:	\$ 123,435.00	
Fresno County Rural Transit Agency STA:	\$ 85,664.00	
Other:	\$ -	
		\$ 209,099.00
7. Reserve in Fund Pending Further Claiming		
		\$ -
GRAND TOTAL		\$ 606,024.00
Claim Total Must Agree With Total on First Page		\$ 606,024.00
Minus Non Transit Claims		\$ 249,332.00
GRAND TOTAL PAYABLE TO CLAIMANT		\$ 356,692.00

Allocation instructions and payment by the Fresno County Auditor-Controller to the applicant is subject to such monies being available for distribution, and to the provisions that such monies will be used only in accordance with the rules and regulations of the Transportation Development Act.

Enter Date: **7/13/2021**

Claimant Name: **City of Mendota**

BICYCLE AND PEDESTRIAN FACILITIES FOR FISCAL YEAR: 2021/22

Two percent (2%) of the claimant's Local Transportation Fund apportionment must be spent on bicycle and pedestrian facilities (PUC 99233.3 and 99234); such claims are to be filed as Article 3. Claims for projects in excess of 2% may be filed as Article 8a (PUC 99400(a)). If other funding is to be used with Local Transportation Funds to implement projects, such funding should be shown on the claim form.

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Various Bicycle & Pedestrian Facilities throughout the claimant's jurisdiction:	\$ 10,403.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 10,403.00

STREETS AND ROADS CLAIM FOR FISCAL YEAR: 2021/22

Local Transportation Funds coming to claimants within Fresno County may be used for streets and roads improvements and maintenance pursuant to Article 8 (PUC 99400), but only after Fresno COG makes a finding that public transportation needs within the claimant's jurisdiction are reasonably met by satisfying the service requirements set forth by the Regional Transportation Plan (PUC 99401.5).

PROJECT TITLE & BRIEF DESCRIPTION	PROJECT COST
1. Development, Construction & Maintenance Facilities throughout the claimant's jurisdiction:	\$ 346,289.00
<i>AND/OR:</i>	
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
Other - describe briefly if applicable:	\$ -
TOTAL PROJECT COSTS	\$ 346,289.00

Enter Date:

Claimant Name:

CONTINGENCY PROJECT LISTING FOR FISCAL YEAR: 2021/22

CHECK ALL THAT APPLY (Enter "X" in yellow box)

BICYCLE AND PEDESTRIAN FACILITIES

Article 3

PUBLIC TRANSPORTATION

Article 4

STREETS & ROADS

Article 8a

STANDARD ASSURANCES FOR CLAIMANTS

CLAIMANT ASSURANCES: (initial yellow box all that apply)

- A. Claimant certifies that it has submitted a satisfactory, independent fiscal audit, with required certification statement, to the RTPA and to the State Controller, pursuant to PUC 99245 and 21 Cal. Code of Regulations Section 6664 for the prior fiscal year (project year minus two). Claimant assures that this audit requirement will be completed for the current fiscal year (project year minus one).
- B. Claimant certifies that it has submitted a State Controller Report to the RTPA and to the State Controller, pursuant to PUC 99243.

The undersigned hereby certifies that the above statements are true and correct.
Please print and sign after completing form

Authorized Signature:

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 IN THE MATTER
OF CLAIMING LOCAL TRANSPORTATION
FUNDS FOR FISCAL YEAR 2021-2022**

RESOLUTION NO. 21-45

WHEREAS, the City of Mendota hereby submits a Local Transportation Fund Claim from the Local Transportation Fund of Fresno County for Fiscal Year 2021-2022; and

WHEREAS, the Fresno Council of Governments (“FCOG”) has the authority to review claims and allocate such funds in accordance with the Transportation Development Act of 1971 and Chapter 3 of Title 21 of the California Administrative Code; and

WHEREAS, FCOG encourages interjurisdictional coordination of transportation needs and increased coordination of transportation implementation plans.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City hereby requests FCOG allocate \$606,024.00 from the Local Transportation Fund to the named applicant for the Fiscal Year 2021-2022 for the purposes allowed under Articles III, IV, and VIII of the Transportation Development Act of 1971, as identified in the attached claim and in accordance with the adopted Regional Transportation Plan, and authorize the City Manager to execute all associated agreements and documents.

BE IT FURTHER RESOLVED, that the City of Mendota hereby requests that the City’s total Transportation Fund apportionment for the Fiscal Year 2021-2022, said amount being \$249,332.00, be allocated from the Local Transportation Fund to the FCOG for the purpose of conducting Regional Transportation Planning.

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 13th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: LOCAL TRANSPORTATION PURPOSE FUNDS (MEASURE “C” EXTENSION FUNDS)
DATE: JULY 13, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-46, approving local transportation purpose funds (Measure “C” Extension Funds)?

BACKGROUND

The Transportation Development Act (TDA) of 1971 provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. This funding is allocated by the California Department of Tax and Fee Administration, which takes the amount of sales tax collected and returns the general sales tax revenue to the Council of Fresno County Governments. They in turn, allocate it to each City in the County based on population for the projects that were budgeted for the 2021-2022 fiscal year.

ANALYSIS

The attached resolution, certification and claim forms for each applicable funding program are routine and required by Fresno County Transportation Authority in order to receive the funding for Measure C Pass-Through Funds. With the funding provided by Fresno County Transportation Authority, the City is able to fund street projects approved during the budget for each fiscal year.

FISCAL IMPACT

\$390,974.00 to the City of Mendota Measure “C” Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-46, claiming Measure C Local Transportation Pass-Through Revenues for Fiscal Year 2021-2022.

Attachment(s):

1. Resolution of Allocation 2021-01
2. Measure C Extension Local Transportation Pass Through Revenues Certification and Claim for FY 2021-22 (ADA Compliance)
3. Measure C Extension Local Transportation Pass Through Revenues Certification and Claim for FY 2021-22 (Flexible Funding)
4. Measure C Extension Local Transportation Pass Through Revenues Certification and Claim for FY 2021-22 (Street Maintenance)
5. Resolution No. 21-46

**BEFORE THE
FRESNO COUNTY TRANSPORTATION AUTHORITY BOARD
RESOLUTION NO 2021-01**

In the Matter of:)	
FRESNO COUNTY TRANSPORTATION)	RETAIL TRANSACTIONS AND USE
IMPROVEMENT ACT)	TAX FUNDS FOR EXTENSION
CALIFORNIA PUBLIC UTILITIES)	LOCAL TRANSPORTATION
<u>CODE SECTION 142257</u>)	PURPOSES PASS-THROUGH
)	PROJECTS AND PROGRAMS FOR
)	<u>FY 2021-22</u>

WHEREAS, the Fresno County Transportation Authority is the administrator of the Retail Transactions and Use Tax (1/2 cent) Funds collected pursuant to the Fresno County Transportation Improvement Act as provided by Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Public Utilities Code Sections 142000, et seq.,

WHEREAS, California Public Utilities Code Section 142257 provides that the 2006 Measure C Extension Expenditure Plan, which was approved prior to and provided the basis for the ballot measure considered by the voters at the November 7, 2006 election, shall specify the amount and the formula by which the retail transactions and use tax shall be allocated to each participating jurisdiction for Measure C Extension Program and Project Funds Local Transportation Purposes determined to be priority projects by local governments to which funds are allocated, and

WHEREAS, the 2006 Measure C Extension Expenditure Plan creates a number of transportation programs to be funded by participating jurisdictions with Measure C funds passed-through from the Authority to the jurisdiction submitting eligible project claims, and

WHEREAS, these various programs have differing requirements, exemptions, and formulas for calculating pass-through funding levels, and

WHEREAS, the programs and subprograms identified below are eligible for pass-through funding,

Regional Public Transit Program

Public Transit Agencies
Public Transportation Infrastructure Study (PTIS)
ADA/Seniors/Paratransit
Ag-worker/Car/Van Pools

Local Transportation Program

Local Allocation
Pedestrian/Trails
Bicycle Facilities

Regional Transportation Program
Fresno Airports

Administration/Planning Program
Council of Fresno County Governments

and

WHEREAS, the program requirements and exemptions for these programs may change from time to time as local jurisdiction population changes or mandated programs are satisfied, and

WHEREAS, in an effort to fully explain the various program provisions, the Authority, together with the Fresno Council of Governments, created and will update as needed the Measure C Extension Strategic Implementation Plan which among other things discusses each pass-through program in detail and provides the basis for calculating pass-through funding levels for each program in the 2021-22 fiscal year, and

WHEREAS, the Authority procedures for administration of funds for local transportation purposes as identified in the Measure C Extension Administrative Code calls for an annual Resolution of Apportionment to determine the percentage and amount of funds to be available within the forthcoming fiscal year, and

WHEREAS, the attached schedule of apportionment for FY 2021-22 is based upon the Measure C Extension Strategic Implementation Plan.

NOW THEREFORE, BE IT RESOLVED, that the Fresno County Transportation Authority hereby approves the attached schedule of apportionment for FY 2021-22 as indicated in the Measure C Extension Strategic Implementation Plan, which schedule is hereby made a part of this resolution, and approves the allocations, to be distributed as they are received and in accordance with claims submitted by eligible claimants.

BE IT FURTHER RESOLVED, that the Fresno County Auditor-Controller/Treasurer-Tax Collector cause the revised Resolution of Apportionment to be paid in the manner and time directed by the Executive Director of the Fresno County Transportation Authority.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Transportation Authority Board this 9th day of June, 2021.

AYES: 8) Mendes, Ashbeck, Brandau, Cardenas, Castro, Dyer, Sihota, Soria

NOES: 0)

ABSTAIN: ()


ABSENT: ()

VACANT: ()

SIGNED: 
Ernest "Buddy" Mendes, Chairman
Fresno County Transportation Authority

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Transportation Authority duly adopted at a regular meeting thereof held on June 9, 2021.

SIGNED: 
Mike Leonardo, Executive Director
Fresno County Transportation Authority

/dd/reso/PassThru-Allocation-2021-01

**RESOLUTION OF ALLOCATION 2021-01
 FY2021-22 MEASURE C EXTENSION ESTIMATED ALLOCATIONS**

Sales Tax Estimate	\$88,252,699
Program Services and Supplies	\$994,986
Net Distributed Sales Tax Estimate	\$87,257,713

Funding Allocation Programs	Percent	Allocation
Regional Public Transit Program		
Public Transit Agencies		
Fresno Area Express (FAX)	13.70%	11,954,306
Clovis Transit	1.97%	1,718,977
Fresno County Rural Transit Agency (FCRTA)	3.99%	3,481,583
Public Transportation Infrastructure Study (PTIS)	0.29%	253,047
ADA / Seniors / Paratransit	0.79%	689,336
Farmworker / Car / Van Pools		
Farmworker Van Pools	0.58%	506,095
Car/Van Pools	0.58%	506,095
New Technology Reserve	2.10%	1,832,412
Local Transportation Program		
Local Allocation	30.60%	26,700,860
Pedestrian/Trails		
Urban (Fresno/Clovis)	2.15%	1,876,041
Rural	0.95%	828,948
Bicycle Facilities	0.90%	785,319
Regional Transportation Program		
Urban	14.70%	12,826,884
Rural	14.70%	12,826,884
Airports	1.00%	872,577
Alternative Transportation Program		
Grade Separation	6.00%	5,235,463
Environmental Enhancement		
School Bus Replacement	2.30%	2,006,927
Transit Oriented Infrastructure for In-Fill	1.20%	1,047,093
Administration/Planning Program		
Fresno County Transportation Authority (FCTA)	1.00%	872,577
Fresno Council of Governments (FCOG)	0.50%	436,289
Total	100.00%	87,257,713

**RESOLUTION OF ALLOCATION 2021-01
LOCAL TRANSPORTATION SUB PROGRAM FY2021-2022 ALLOCATIONS**

**Table 2
FRESNO COUNTY TRANSPORTATION AUTHORITY
MEASURE C FUND APPORTIONMENT
Local Allocation Sub Program
FY2021/22**

6/9/2021 Presented to the FCTA Board

	Street Maintenance	ADA Compliance	Flexible Funding	Ped/Trails		Bicycle Facilities	Total
				Urban	Rural		
Clovis	1,351,342	10.12%	1,304,045	320,879	0	81,428	3,104,991
Coalinga	231,104	1.73%	278,509	0	0	0	517,701
Firebaugh	134,745	1.01%	156,759	0	0	0	296,219
Fowler	126,866	0.95%	144,642	0	0	0	275,947
Fresno	5,834,462	43.70%	5,630,256	1,440,049	0	361,951	13,470,923
Huron	124,003	0.93%	143,817	0	0	0	272,160
Kerman	220,827	1.65%	266,289	0	0	0	494,845
Kingsburg	203,657	1.53%	240,645	0	0	0	451,429
Mendota	175,159	1.31%	209,684	0	0	0	390,974
Orange Cove	154,145	1.15%	180,531	0	0	0	340,070
Parlier	209,263	1.57%	253,641	0	0	0	470,227
Reedley	331,072	2.48%	319,484	0	68,787	17,587	748,518
San Joaquin	94,422	0.71%	104,827	0	0	0	202,553
Sanger	346,877	2.60%	334,736	0	72,126	18,576	784,455
Selma	313,784	2.35%	383,876	0	0	0	708,642
County of Fresno	3,498,707	26.21%	3,376,252	115,113	333,192	215,796	7,661,514
TOTAL	13,350,430		13,327,988	1,876,041	474,105	695,338	30,191,168

**RESOLUTION OF ALLOCATION 2021-01
LOCAL TRANSPORTATION PROGRAM SUB PROGRAM FY2021-2022 CALCULATIONS**

Table 3
FRESNO COUNTY TRANSPORTATION AUTHORITY
MEASURE C FUND APPORTIONMENT CALCULATIONS

Local Allocation Sub Program
FY2021/22 6/9/2021 Presented to the FCTA Board

2021 2019

Population	Road	Miles	Percent		Percent	Formula Above Minimum	Local Allocation Program	Street Maint. 50% of Local Allocation	Total Allocable to Program	Redistribute		1.75% of Local Alloc		48.25% of Local Alloc		Total	
			75%	25%						Ped/Trails	Bic.Fac.	ADA Compliance	Flexible Funding	Ped/Trails Urban	Ped/Trails Rural		Bicycle Facilities
121,834	390.0	***	0.089000868	0.014688158	10.37%	2,602,684	2,702,684	1,351,342	3,104,991	0	0	47,297	1,304,045	320,879	0	81,428	3,104,991
16,748	58.3	0.01223457	0.002195484	1.44%	100,000	362,207	462,207	231,104	517,701	44,162	11,332	8,089	278,509	0	0	0	517,701
8,126	21.7	0.005936118	0.000816197	0.68%	100,000	169,489	269,489	134,745	296,219	21,427	5,303	4,716	156,759	0	0	0	296,219
6,601	34.6	0.004822092	0.00130245	0.61%	100,000	153,731	253,731	126,866	275,947	17,406	4,810	4,440	144,642	0	0	0	275,947
546,770	1,632.2	0.39942056	0.051476929	46.09%	100,000	11,568,923	11,668,923	5,834,462	13,470,923	0	0	204,206	5,630,256	1,440,049	0	361,951	13,470,923
7,404	13.0	0.005408691	0.00046776	0.59%	100,000	148,006	248,006	124,003	272,160	19,523	4,631	4,340	143,817	0	0	0	272,160
16,118	48.8	0.011774349	0.001836914	1.36%	100,000	341,654	441,654	220,827	494,845	42,501	10,690	7,729	266,289	0	0	0	494,845
13,064	71.3	0.009557983	0.002685127	1.22%	100,000	307,313	407,313	203,657	451,429	34,501	9,615	7,128	240,645	0	0	0	451,429
12,448	23.3	0.00909338	0.000879097	1.00%	100,000	250,318	350,318	175,159	390,974	32,824	7,832	6,131	209,684	0	0	0	390,974
9,581	34.5	0.006999009	0.00129906	0.83%	100,000	206,289	306,289	154,145	340,070	25,264	6,517	5,395	180,531	0	0	0	340,070
15,828	29.9	0.011562501	0.001127309	1.27%	100,000	316,525	416,525	209,263	470,227	41,736	9,966	7,324	253,641	0	0	0	470,227
26,087	88.6	0.019056796	0.003338611	2.24%	100,000	562,144	662,144	331,072	748,518	0	0	11,588	315,484	0	68,787	17,587	748,518
4,145	13.6	0.003027961	0.000511489	0.35%	100,000	88,843	188,843	94,422	202,553	10,930	2,780	3,305	104,827	0	0	0	202,553
27,353	97.5	0.01988162	0.003673075	2.37%	100,000	593,753	693,753	346,877	784,455	0	0	12,141	334,736	0	72,126	18,576	784,455
24,487	83.1	0.017887981	0.003129948	2.10%	100,000	527,588	627,588	313,784	708,642	64,569	16,505	10,982	363,876	0	0	0	708,642
170,067	3,997.2	0.124235522	0.150552393	27.48%	100,000	6,897,413	6,997,413	3,498,707	7,661,514	0	0	122,455	3,376,252	115,113	333,192	215,796	7,661,514
1,026,681	6,637.5	0.750000	0.250000	100.00%	1,600,000	25,100,860	26,700,860	13,350,430	30,191,168	354,843	89,987	467,266	13,327,988	1,876,041	474,105	695,338	30,191,168

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2021-22**

TO: Fresno County Transportation Authority

FROM: City of Mendota
Local Agency Name

Address: 643 Quince Street, Mendota, CA 93640

Contact: Nancy Diaz, Finance Officer

Telephone: (559) 655-3291 FAX: (559) 655-4064 Email Address: nancy@cityofmendota.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- Fresno Area Express
- Clovis Transit
- FCRTA
- PTIS/Transit Consolidation
- ADA/Seniors/Paratransit
- Farmworker Van Pools
- Car/Van Pools
- New Technology Reserve

Local Transportation Program

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

Alternative Transportation Program

- Rail Consolidation Subprogram

Environmental Enhancement Program

- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- Fresno COG

2. The City of Mendota ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting **1.31%** of \$467,266 (or **\$6,131**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____
Title: _____
Date: _____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2021-22**

TO: Fresno County Transportation Authority

FROM: City of Mendota
Local Agency Name

Address: 643 Quince Street, Mendota, CA 93640

Contact: Nancy Diaz, Finance Officer

Telephone: (559) 655-3291 FAX: (559) 655-4064 Email Address: nancy@cityofmendota.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- Fresno Area Express
- Clovis Transit
- FCRTA
- PTIS/Transit Consolidation
- ADA/Seniors/Paratransit
- Farmworker Van Pools
- Car/Van Pools
- New Technology Reserve

Local Transportation Program

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

Alternative Transportation Program

- Rail Consolidation Subprogram

Environmental Enhancement Program

- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- Fresno COG

2. The City of Mendota ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting **1.57%** of \$13,327,988 (or **\$209,684**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:

Title: _____

Date: _____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2021-22**

TO: Fresno County Transportation Authority

FROM: City of Mendota
Local Agency Name

Address: 643 Quince Street, Mendota, CA 93640

Contact: Nancy Diaz, Finance Officer

Telephone: (559) 655-3291 FAX: (559) 655-4064 Email Address: nancy@cityofmendota.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- Fresno Area Express
- Clovis Transit
- FCRTA
- PTIS/Transit Consolidation
- ADA/Seniors/Paratransit
- Farmworker Van Pools
- Car/Van Pools
- New Technology Reserve

Local Transportation Program

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

Alternative Transportation Program

- Rail Consolidation Subprogram

Environmental Enhancement Program

- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- Fresno COG

2. The City of Mendota ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2021-2022 setting **1.31%** of \$13,350,430 (or **\$175,159**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____
Title: _____
Date: _____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER CONCERNING LOCAL
TRANSPORTATION PURPOSE FUNDS
(MEASURE “C” EXTENSION FUNDS)**

RESOLUTION NO. 21-46

WHEREAS, the City of Mendota is an eligible claimant of funds for Measure C Extension Local Transportation Pass-Through Projects and Program Funds pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted Resolution 2021-01 designating Apportionments for FY 2021-2022 Measure C Extension Local Transportation Pass-Through Projects and Program Funds, and setting the City of Mendota’s percentages at the following:

- 1.31% of \$13,350,430 (or \$175,159) for the Local Transportation Program, Local Allocation – Street Maintenance Category sub-program
- 1.31% of \$467,266 (or \$6,131) for the Local Transportation Program, Local Allocation – ADA Compliance sub-program
- 1.57% of \$13,327,988 (or \$209,684) for the Local Transportation Program, Local Allocation – Flexible Funding Category sub-program

Which shall be the proportionate share of Measure C Extension Local Transportation Pass-Through Projects and Program Funds that the City shall be entitled to within the fiscal year.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1) The City of Mendota hereby submits its Local Transportation Purposes Certification and Claims for Fiscal Year 2021-2022 Measure C Extension Local Transportation Pass-Through Projects and Program Funds.
- 2) The City of Mendota hereby requests the release of funds to the City on a monthly payment basis consistent with the adopted percentages listed above, based on actual receipts.
- 3) The City Council of the City of Mendota further certifies:
 - a) That Local Transportation Purpose Funds will not be used to substitute for property tax funds which the City of Mendota had previously used for local transportation purposes; and
 - b) That the City of Mendota has and will segregate property tax revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit; and

- c) That the City of Mendota shall separately account for Local Transportation Purposes Funds received, pursuant to Public Utilities Code section 142257. The City shall maintain records in accordance with generally accepted accounting principles, shall separately record expenditures for each type of eligible purpose, shall file a separate claim form for each sub-program allocation, and the City shall make such records available to the Authority for inspection or audit at any time; and
 - d) The City of Mendota shall complete the reporting requirements no later than November 15, 2021, when claim forms are submitted.
- 4) The City of Mendota understands that, should a financial or compliance audit reveal that the City of Mendota violated any of the requirements set forth in paragraph 3 (a), (b), or (c), that the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
- 5) The Council of the City of Mendota hereby authorizes the City Manager or Finance Officer to submit and execute any and all related documents.

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 13th day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ADOPTION OF A DEBT MANAGEMENT POLICY
DATE: JULY 13, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-47, authorizing the adoption of a Debt Management Policy?

BACKGROUND

Debt management policies are written guidelines, allowances, and restrictions that guide the debt issuance practices of state of local governments, including the issuance process, management of a debt portfolio, and adherence to various laws and regulations. A debt management policy improves the quality of decisions, articulates policy goals, provides guidelines for the structure of debt issuance, and demonstrates a commitment to long-term capital and financial planning. Adherence to a debt management policy signals to rating agencies and the capital markets that a government agency is well managed and therefore is likely to meet its debt obligations in a timely manner.

ANALYSIS

Senate Bill No. 1029, adopted in 2016, amended Government Code Section 8855(i) to require an issuer to have a Debt Management Policy in place prior to the issuance of debt. This Debt Management Policy, as presented to City Council for approval, fulfils the City's requirements for local debt policies in accordance with Government Code Section 8855(i). The Debt Management Policy identifies the reasons why the City may issue debt, designates responsibilities, defines several key terms, formalizes City policies regarding various debt structuring considerations, and outlines the ongoing requirements related to tax compliance, disclosure, and bond administration.

As outlined in the regulations, an issuer's debt policy must include the following items (A) through (E):

- A. The purposes for which the debt proceeds may be used
- B. The Types of debt that may be issued
- C. The relationship of the debt to, and integration with, the issuer's capital improvement program or budget, if applicable
- D. Policy goals related to the issuer's planning goals and objectives
- E. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.

As you can see, the debt management policy attached here includes those required items and is in compliance with Government Code Section 8855(i) as amended by SB 1029.

FISCAL IMPACT

There is no anticipated direct financial impact from the adoption of the proposed debt management policy.

RECOMMENDATION

Staff recommends City Council adopt Resolution No. 21-47, authorizing the adoption of a Debt Management Policy.

Attachment(s):

1. Resolution No. 21-47
2. Exhibit "A" - Debt Management Policy

**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 ADOPTION OF
A DEBT MANAGEMENT POLICY**

RESOLUTION NO. 21-47

WHEREAS, the City of Mendota endeavors to provide clear and comprehensive guidelines for the issuance and financial management of debt issued by the City; and

WHEREAS, State of California Senate Bill No. 1029 (“SB 1029”) requires that a debt issuer have a Debt Management Policy in place prior to the issuance of debt; and

WHEREAS, the City of Mendota recognizes the need to fulfil local debt policy requirements in accordance with SB 1029; and

WHEREAS, the City of Mendota recognizes the fiscal prudence of having documented debt disclosure guidelines related to tax compliance, disclosure, and debt administration.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves and adopts the Debt Management Policy, attached hereto as Exhibit “A”, consistent with SB 1029 and establishing fiscally prudent best practices related to the issuance and administration of debt.

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 13th day of July, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota



DEBT MANAGEMENT POLICY

INTRODUCTION: This Debt Management Policy of the City of Mendota (the “City”) was approved by the City Council on July 13, 2021. This Debt Management Policy may be amended by the City Council as it deems appropriate from time to time in the prudent management of the debt of the City. Any approval of debt by the City Council that is not consistent with this Debt Management Policy shall constitute a waiver of this Debt Management Policy.

FINDINGS: This Debt Management Policy is intended to comply with Government Code section 8855, subdivision (i), effective on January 1, 2017, and shall govern all debt undertaken by the City.

The City hereby recognizes that a fiscally prudent debt policy is required to:

- Maintain the City’s sound financial position
- Ensure the City has the flexibility to respond to changes in future service priorities, revenues levels and operating expenses.
- Protect the City’s credit-worthiness.
- Ensure that all debt is structured to protect both current and future taxpayers, ratepayers and constituents of the City.
- Ensure that the City’s debt is consistent with the City’s planning goals and objectives and capital improvement program or budget, as applicable.

POLICIES:

A. Purposes for Which Debt May Be Issued

- 1) Long-Term Debt. Long-term debt may be issued to finance the construction, acquisition, and rehabilitation of capital improvements and facilities, equipment and land to be owned and operated by the City.

- a) Long-term debt financings are appropriate when the following conditions exist:
- When the project to be finance is necessary to provide basic services.
 - When the project to be financed will provide benefit to constituents over multiple years.
 - When total debt does not constitute an unreasonable burden to the City and its taxpayer and ratepayers.
 - When the debt is used to refinance outstanding debt to produce debt service savings or to realize the benefits of a debt restructuring.
- b) Long-term debt financings are not appropriate for current operating expenses and routine maintenance expenses.
- c) The City may use long-term financings subject to the following conditions:
- The project to be financed must be approved by the City Council.
 - The weighted average maturity of the debt (or the portion of the debt allocated to the project) will not exceed the average useful life of the project.
 - The City estimates that sufficient revenues will be available to service the debt through its maturity.
 - The City determines that the issuance of the debt will comply with the applicable state and federal law.

2) Short-term debt. Short-term debt may be issued to provide financing for the City's operational cash flows to maintain a steady and even cash flow balance. Short-term debt may also be used to finance short-lived capital projects; for example, the City may undertake lease-purchase financing for equipment.

3) Financing on Behalf of Other Entities. The City may also find it beneficial to issue debt on behalf of other governmental agencies or private third parties to further the public purposes of the City. In such cases, the City shall take reasonable steps to confirm the financial feasibility of the project to be financed, the financial solvency of any borrower and that the issuance of such debt is consistent with the policies set forth herein.

B) Types of Debt

The following types of debt are allowable under this Debt Management Policy:

- General obligation bonds
- Bond or grant anticipation notes
- Tax and revenue anticipation notes
- Lease revenue bonds, certificates of participation and lease-purchase transactions
- Other revenue bonds (including sales tax revenue bonds) and certificates of participation
- Pension obligation bonds
- Land-secured financings, such as special tax revenue bonds issued under the Mello-Roos Community Facilities Act of 1982, as amended, and limited obligation bonds issued under applicable assessment statutes
- Tax increment financing to the extent permitted under state law
- Conduit financings, such as financings for affordable rental housing and qualified 501c3 organizations

The City may from time to time find that other forms of debt would be beneficial to further its public purposes and the City Council may approve such debt without an amendment of these Debt Management Policies.

Debt shall be issued as fixed rate debt unless the City makes a specific determination as to why a variable rate issue would be beneficial to the City in a specific circumstance.

C) Relationship of Debt to Capital Improvement Program and Budget

New debt issues, and refinancing of existing debt, must be analyzed for compatibility within the City’s Ten-Year Capital Improvement Plan.

The City shall strive to fund the upkeep and maintenance of its infrastructure and facilities due to normal wear and tear through the expenditure of available operating revenues. The City shall seek to avoid the use of debt to fund infrastructure and facilities improvements that are the result of normal wear and tear.

The City shall seek to issue debt in a timely manner to avoid having to make unplanned expenditures for capital improvements or equipment form its general fund.

D) Policy Goals Related to Planning Goals and Objectives

The City is committed to long-term financial planning, maintaining appropriate reserves levels and employing prudent practices in governance, management and budget administration. The City intends to issue debt for the purposes stated in this Debt Management Policy

and to implement policy decisions incorporated in the City's Five-Year Financial Plan and its annual operating budget.

It is a policy goal of the City to protect taxpayers, ratepayers and constituents by utilizing conservative financing methods and techniques to obtain the highest practical credit ratings (if applicable) and the lowest practical borrowing costs.

The City will comply with applicable state and federal law as it pertains to the maximum term of debt and the procedures for levying and imposing any related taxes, assessments, rates and charges.

When refinancing debt, it shall be the policy goal of the City to realize, whenever possible, and subject to any overriding non-financial policy considerations, (i) minimum net present value debt service savings equal to or greater than 3.0% of the refunded principal amount, and (ii) present value debt service savings equal to or greater than 100% of any escrow fund negative arbitrage.

E) Internal Control Procedures

When issuing debt, in addition to complying with the terms of these Debt Management Policies, the City shall comply with any other applicable policies regarding initial bond disclosure, continuing disclosure, post-issuance compliance, and investment of bond proceeds.

The City will periodically review the requirements of and will remain in compliance with the following:

- The City's Disclosure Policies (discussed herein),
- Any federal tax compliance requirements, including without limitation arbitrage and rebate compliance, related to any prior bond issues, and
- The City's investment policies as they relate to the investment of bond proceeds.

It is the policy of the City to ensure that proceeds of the debt are spent only on lawful and intended uses. Whenever reasonably possible, proceeds of debt will be held by a third-party trustee and the City will submit written requisitions for such proceeds. The City will submit a requisition only after obtaining the signature of the Finance Director. In those cases where it is not reasonably possible for the proceeds of debt to be held by a third-party trustee, the Finance Director shall retain records of all expenditures of proceeds through the final payment date for the debt.

F) Debit Limits

The outstanding principal amount of debt described in Section B will not exceed two percent (2%) of the total assessed value of property in

the City, and debt service and lease payments incurred for financing purposes that are payable from the City's general fund will not exceed five percent (5%) of operational appropriations.

G) Debt-Related Disclosure Policies

The issuance of municipal bonds generally requires both primary disclosure and ongoing (on continuing) disclosure.

Primary Disclosure

Primary disclosure is typically required for a public sale of the City's bonds (through a competitive or negotiated sale). Primary disclosure documents include the preliminary official statement ("POS") and official statement ("OS"). These documents are the primary marketing documents for the sales of the City's bonds, and the City will engage financial consultants as needed for the preparation, review, and dissemination of these documents. City staff will review these documents for accuracy and inclusion of all material facts relevant to the issuance of the bonds.

Continuing Disclosure

According to the MSRB, continuing disclosure consists of important information about a municipal bond that arises after the initial issuance of the bonds. This information generally reflects the financial health or operating condition of the state of local government as it changes over time, or the occurrence of specific events that can have an impact on key features of the bonds. The specific annual disclosure reporting requirements will be listed in the Continuing Disclosure Certificate for the City's bonds.

Pursuant to SEC Rule 15c2-12, the City is required to disclose specific event notices in addition to annual financial information and operating data. The event disclosures required by SEC Rule 15c2-12 must be disclosed on the Electronic Municipal Market Access ("EMMA") system within 10 business days of occurrence. The specific event disclosures will be listed in the Continuing Disclosure Certificate for the City's bonds.

The City may engage a continuing disclosure compliance consultant to assist with maintaining compliance with the requirements of SEC Rule 15c2-12.

H) Other Items

Arbitrage Compliance

Arbitrage is defined as profit earned when tax-exempt proceeds are invested at higher interest rates than the rates on the tax-exempt bonds issued. The federal government has imposed restrictions on tax-exempt bonds related to arbitrage earnings. To ensure compliance, the City will monitor earnings on any invested bond proceeds

amounts. The City may engage consultants for arbitrage rebate compliance analysis.

Records Retention

The City will maintain all material records and information to comply with Section 103 of the IRS Code and all state required retention periods for debt issuances.

Use of Debt Service Funds

The City will maintain debt service funds to account for the issuance and payment of debt and related costs, in accordance with governmental Generally Accepted Accounting Principles (“GAAP”). Additionally, the City will maintain debt service funds in compliance with bond covenants.

Reimbursement for Capital Costs Already Incurred

Pursuant to US Treasury Regulation §1.150-2e, the City may prepare reimbursement resolutions to utilize bond proceeds to reimburse the City for capital costs already incurred.

Investment of Bond Proceeds

Bond proceeds will be invested in accordance with the City’s approved Investment Policy and the legal documents for the bonds.

Insurance

The City will maintain insurance coverage in compliance with bond covenants, providing proof to the bonds trustee or custodian, as necessary.

Education and Training

The City will designate staff for education and training to maintain compliance with changes in laws and regulations related to bond issuance and management. The City may engage a consultant for ongoing education and training.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
MEMORANDUM OF UNDERSTANDING EXTENSION
DATE: JULY 13, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-48, approving a Memorandum of Understanding between the City of Mendota and the American Federation of State, County and Municipal Employees Local 2703 Mendota Chapter?

BACKGROUND

The most recently approved AFSCME MOU is set to expire on June 30, 2022. Additionally, AFSCME is currently scheduled to receive a 3% COLA this fiscal year increase per the current active agreement. The City and AFSCME have met and conferred in good faith and have arrived at an agreement to extend the existing contract for two year and delaying the already agreed upon COLA increase for July 1, 2023. The extension expiration date agreed upon by both parties is June 30, 2024.

ANALYSIS

As a result of the American Relief Plan (ARP), the City was notified that it would receive an allocation of 2.7 million dollars. An eligible expense under these funds is premium pay. The City negotiated and reached an agreement to utilize a portion of the ARP funds to pay for premium pay for employees who actually worked in person, interacting with other individuals and/or handling items that were handled by others from the start of the declared pandemic through June 30, 2021. The agreement reached is to enter into a two-year agreement and utilize up to \$12,500 per employee for each hour actually worked at a rate of \$13 per hour. This will exclude any hours that an employee was off of work on paid or unpaid leave and will also exclude any time teleworked per the ARP guidelines. The maximum payment of \$12,500 will be for the employees actively employed and covered by AFSCME at the time of payment, contingent on the employee being employed by the City at the time of the payment. Further, the maximum benefit amount is \$12,500, which includes the roll up costs associated with the lump sum and the breakdown is as follows: \$11,408.75 is the maximum amount to be paid to employees and \$1,091.25 is the maximum amount the City will use to pay for the City's roll up costs associated with this premium payment, totaling \$12,500. The City's rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position, per lump sum pay. The roll up cost for any employee that worked less than 961.5 hours during the time frame abovementioned, will be computed utilizing the same breakdown of FICA 6.20%, SDI 1.08%, and Medicare at 1.45% of the total benefit earned.

FISCAL IMPACT

There will be no fiscal impact since the funds used to for the premium pay will be paid as a pass through from the American Relief Plan funds that have been allocated to the City of Mendota.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-48, approving a Memorandum of Understanding between the City of Mendota and the American Federation of State, County and Municipal Employees Local 2703 Mendota Chapter.

Attachment(s):

1. AFSCME MOU
2. Resolution No. 21-48
3. Exhibit "A" - AFSCME MOU Extension Agreement

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER

JULY 1, 2019 – JUNE 30, 2022

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ARTICLE I
(PREAMBLE)

A. GENERAL

This Memorandum of Understanding ("MOU") is entered into this 1st day of July, 2019, by and between the American Federation of State County and Municipal Employees Local 2703 Mendota Chapter, (hereinafter "Union" or "Employees") and the City of Mendota, a municipal corporation of the State of California, (hereinafter "City") with respect to the terms and conditions of employment during fiscal year July 1, 2019 through June 30, 2022.

The purpose of this MOU is to promote harmonious relations between the City and Employees and to establish the wages, hours of work and other terms and conditions of employment for members of Employees, Unit.

B. GOVERNING LAWS

The legal relationship between City and Employees is governed by Chapter 10 of Division 4 of Title I of the California Government Code Section 3500 et. seq., known as the "Meyers-Millias-Brown Act" or "MMBA". In the event of a conflict between the MMBA and any City ordinance, resolution or other regulations, the provisions of the MMBA shall govern.

C. MEET AND CONFER

Union confirms that it had a full opportunity to and did meet and confer with City with respect to the provisions of this Agreement. The City Personnel Rules amended 2016 and adopted by City Council are incorporated herein as if fully set forth and shall be enforceable as part of this MOU. In the event of a conflict between the provisions of the Personnel Rules and this MOU, the provisions of this MOU shall prevail.

D. INTEGRATION CLAUSE

This MOU supersedes any prior agreements and/or Memoranda of Understanding between the

parties.

E. COMPENSATION PACKAGE

All compensation paid to or for Employees, including benefits and insurance, shall be considered part of Employees' total compensation package.

ARTICLE II

(EMPLOYEE RIGHTS)

A. DISCRIMINATION

City shall not interfere with or discriminate against any employee by reason of his/her membership in Union or by reason of any activity required by this MOU.

City shall not intimidate any employee or attempt to restrain any employee or attempt to limit the full and free expression of employees' rights to participate in Union's lawful activities.

B. PERSONNEL FILES

1. The official personnel file for each employee is maintained at City Hall under the direction of the City Manager. All official documents pertinent to an employee's relationship with the City, such as applications, performance evaluations, commendations, disciplinary actions and assignments shall be kept in the personnel file. Personnel files are considered confidential and access shall be limited **as required by law**.
2. Each employee may review his or her personnel file or authorize its review by a designated representative during normal working hours. Should individual departments keep a formal personnel file in addition to the file kept by the City Manager, the employee shall have the right, subject to reasonable rules and regulations, to review his or her departmental personnel file. The right to review employee personnel files shall not include the right to see any background investigation report.

3. Employees shall have the right to be informed any time information not otherwise protected by law is placed in their personnel file.
4. Employees shall have the right to write a rebuttal to any negative letters or information being placed in their personnel file. Said rebuttals, should they be verbal or written warnings, shall be written on the "Employee Comments" section of the form at the time the warning is given. Should the negative article involve suspension, demotion, or termination, the rebuttal shall be submitted in accordance with the Skelly notice and established hearing date procedures. For any other document that may be negative in nature, there will be a one (1) business day limit to the submittal of a rebuttal statement, which will be attached to the document of demerit. This only grants the right to an immediate rebuttal, and does not allow for a clarification to, amendment of, substitution of, or additional rebuttal; nor does it allow for rebuttal to a document that has already been placed in the file prior to such time as the adoption of this MOU. Any rebuttal requested after the timeframes or outside the manner listed above shall be considered non-compliant, and will not be included in the personnel record.

C. WORK WEEK

1. Forty (40) hours of actual attendance on duty, including paid holiday hours, shall constitute a minimum work week for all full-time employees.
2. The regularly scheduled work week for clerical staff shall be from 8:00 AM to 5:00 PM Monday through Friday.
3. The regularly scheduled work week for Public Works employees who are not providing weekend coverage shall be from 7:00 AM to 4:00 PM. The employee of the Public Works Department assigned to work the 4:00 PM – 5:00 PM shift shall have the following options during their week of covering the 4:00 PM – 5:00 PM shift:

- a. Work from 7:00 AM to 5:00 PM, with a two hour lunch from 12:00 PM to 2:00 PM, Monday through Friday.
- b. Work from 8:00AM to 5:00PM, with a one hour lunch from 12:00 PM to 1:00 PM, Monday through Friday.

At least one (1) day prior to the start of their scheduled shift, an employee who is scheduled to work the 4:00 PM – 5:00 PM shift shall contact his/her immediate supervisor to provide notice of which shift option abovementioned he/she will work.

The designation of that employee shall be determined by rotation among all the employees or by a fixed schedule for one employee volunteer, such determination to be made by the City Public Works Director or his/her designee.

4. The weekend coverage program would first be offered to Public Works employees on a volunteer basis. If they are not a sufficient number of volunteers, the Public Works Director has the authority to appoint public works employees to serve on a weekend coverage schedule. Schedules for weekend coverage program are to be approved by the Public Works Director and posted on the first Monday of every month.

D. REINSTATEMENT FROM LAY-OFF

Reinstatements from a lay off procedures are covered by the City of Mendota Personnel Rules, VI. Layoff Procedures.

E. JOB SECURITY

1. The City and Union agree that no person other than those normally employed shall perform the work normally done within their job class, by a member of the bargaining unit except in cases of an emergency. In the event of an emergency, every effort will be made to utilize the services of such members of the bargaining unit who would normally perform the work required.
2. Any regular employee in the Bargaining Unit shall only be disciplined or dismissed for just cause.

F. DISCHARGE AND DISCIPLINE PROCEDURES

Discharge and Discipline Procedures are outlined in the City of Mendota's Personnel Rules in V. Disciplinary Actions.

ARTICLE III

(MANAGEMENT RIGHTS)

A. GENERAL

Notwithstanding any other provision of this Agreement, nothing in this Memorandum of Understanding is intended to or shall be construed to limit the management rights of City, consistent with City Personnel Rules and applicable law, to:

1. Direct the work of employees;
2. Hire, discharge, promote, demote, transfer, layoff, assign, reassign and classify employees;
3. Discipline employees for proper cause;
4. Take all actions as may be necessary to carry out the mission of City;
5. Determine the methods, means and personnel by which operations are to be conducted; and
6. Determine the budget, organization, merits, necessity, and level of any activity or service provided to the public.

ARTICLE IV

(RECOGNITION)

A. UNION RECOGNITION

City acknowledges Union as the exclusively recognized employees' organization representing Employees. Employees and City agree to meet and confer in good faith promptly upon request by the other party and continue for a reasonable period of time in order to exchange freely information,

opinions and proposals and endeavor to reach agreement on matters within the scope of representation. City and Employees agree to meet at least ninety (90) days prior to expiration of this Agreement.

B. UNIT DESCRIPTION

1. This Unit shall consist of all employees of the City, excluding part-time, exempt, temporary, seasonal, confidential, sworn public safety and management employees (defined as the City Manager, the Chief Building Official, Finance Officer, City Clerk, and all Department Heads).
2. Membership Dues: The City shall deduct the dues upon enrollment notification from the Union. The amount of Union dues shall be determined by the Union.
3. Exceptions to Membership Dues: Employee earnings must be sufficient after other legal and required deductions are made to cover the amount of the authorized deduction. When an employee is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the employee be required to deposit with the City the amount which would have been deducted if the employee had been in a pay status during that period. In the case of a pay period when the employee's salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be required.
4. New Employee Orientation Access and Disclosure of Employee Contact Information (AB119 Agreement): See Exhibit A, attached to this MOU.

C. UNION STEWARDS AND OFFICERS

City recognizes and agrees to deal with accredited Union Stewards and representatives of Union in all matters relating to grievances (consistent with the City Grievance Procedure as detailed in Section VII. Grievance Procedure of the Personnel Rules) and the interpretation of this Memorandum of Understanding. The accredited officers of the Local Union shall be the president or his designee, plus

one local steward to be designated in writing by Union.

D. CITY AGENTS

The accredited Union Stewards and representatives of Union agree to deal with the City Manager or his/her designee as the agent of City in all matters relating to grievances, (consistent with the City Grievance Procedure), interpretation of this MOU, and any and all negotiations for the development of future MOU.

E. MEMBERSHIP DUES PAYMENT

The check for Union deductions shall be made payable and mailed monthly to:

AFSCME, Local 2703

1640 N. Street #220

Merced, California 95340

F. PEOPLE PROGRAM

The City shall deduct, as part of dues deduction for those employees who voluntarily elect such additional deduction, an amount designated for the "AFSCME PEOPLE PROGRAM". City shall account for such additional deductions separately when each check is mailed to the Union.

ARTICLE V

(COMPENSATION)

A. WAGE INCREASE

3% COLA on July 1, 2019

3% COLA on July 1, 2020

3% COLA on July 1, 2021

Revised salary schedules are attached as Exhibit B

B. OVERTIME

1. City and Employees shall comply with the minimum requirements of the Fair Labor Standards Act (FLSA). Paid hours in excess of eight (8) hours in a day and/or forty (40) hours in a week shall be paid as overtime if the employee actually worked more than eight (8) hours in a day or actually worked forty (40) hours during that week. For the purpose of computing actual hours worked refer to Article II (C). Overtime will be credited either as time and a half pay or time and a half comp time, at the employee's option. Employees may not accrue more than forty (40) hours of compensation time on the books, and comp time hours cannot be cashed out, except when the employee is retiring or separated from employment.
2. Overtime shall be offered on a rotational basis to full-time employees before being made available to part-time employees. Disputes regarding overtime assignments shall be resolved by seniority.

C. STAND-BY PAY

1. The City shall pay a flat rate of \$10.00 per day to employees who are required to stand-by during the period 5:00 PM Monday to 7:00 AM Tuesday; 5:00 PM Tuesday to 7:00 AM Wednesday; 5:00 PM Wednesday to 7:00 AM Thursday; and 5:00 PM Thursday to 7:00 AM Friday.
2. The City shall pay two (2) hours of straight pay per day to employees who are required to stand-by for call back on weekends. Weekend stand-by days shall begin at 5:00 PM on Friday and continue until 7:00 AM the following Monday.
3. Holiday stand-by days shall begin at 5:00 PM on the day preceding the holiday and continue until 7:00 AM on the day following the holiday.
4. Standby work is defined as when an employee must be within reach by telephone and within

such distance from the City that he/she can report to work within thirty (30) minutes.

5. All stand-by assignments shall be first made available for volunteers. Union members who volunteer shall be selected first before non-union member volunteers are selected. Should none volunteer, the Public Works Director, or management employee carrying said role, will then assign employees, first rotating through the non-union employees, then the Public works Full-time employees, beginning with the least senior. Once worked, the assigned employee will be moved to the bottom of the list and the rotation shall adjust accordingly.

D. CALL BACK PAY

Employees called back to work after working a regular work shift or while on stand-by shall be paid for a minimum of two (2) hours. Should "call back" extend beyond two (2) hours of actual work, the actual work shall be charged as overtime.

E. HOLIDAY PAY

Employees required to work on a day the City observes a holiday shall be paid at the rate of double time for actual hours worked up to eight (8) hours on the holiday, plus regular pay for the holiday. Hours in excess of eight (8) hours worked on a holiday shall be paid at the rate of double time.

F. WEEKEND COVERAGE PAY

Public Works Employees scheduled to work weekends, pursuant to Article II (C) 4, shall be compensated, in addition to regular pay, a flat rate of \$50.00 per day providing that employee actually works an eight (8) hour shift each day excluding vacation or sick leave.

G. TIME CLOCK

All public works employees are to punch the time clock when they arrive at work. The employee is to punch out at lunchtime and punch back in when said employee returns to work. Employees shall only punch their own time cards.

ARTICLE VI
(MISCELLANEOUS)

A. REST PERIODS

Employees shall be allowed rest periods (coffee breaks) not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break during each work shift without loss of pay. Rest periods and locations shall be scheduled in accordance with the requirements of the Department.

1. Employees shall receive one (1) sixty (60) minute lunch break during the work shift at 12:00 PM. Employees who are assigned to special duties that require amended lunch hours, such as front office lunch hour coverage and street sweeping, shall have their lunch periods assigned and/or approved by their respective department heads. Should an employee be called out by a supervisor or the Public Works Director, said employee shall be allowed to complete their full hour of the lunch break.
2. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early without supervisory approval.

B. CLEAN UP TIME

Employees who are required to become dirty while on the job, shall be allowed 15 minutes for a personal clean up period prior to the end of each work shift and prior to their lunch break, if necessary.

C. PROTECTIVE CLOTHING

If any employee is required to wear any protective clothing or device, the item will be provided by City. Union and City shall agree to a reasonable life expectancy for such articles. If any such article(s) is lost or damaged through negligence on the part of the employee, it shall be replaced at the expense of the employee. In cases where chemical or toxic materials are regularly used by an employee, a yearly medical examination shall be provided at City's expense. City shall provide rain gear for use by Public

Works employees. City will replace rain gear that wears out or is damaged on the job. Employees to whom rain gear has been provided shall be responsible for replacement of that gear if it is lost or damaged due to the employee's negligence. All such gear shall be returned to City upon termination or resignation of the employee, or for the issuance of new gear.

D. UNIFORMS

City will provide full-time Public Works employees with five (5) shirts and five (5) pairs of pants.

Each employee shall be responsible for cleaning his/her uniforms. Replacement of worn uniforms shall be at City's expense. The City is to provide one (1) pair of safety work boots with steel shank and steel toe per fiscal year. The safety work boots shall be up to \$185, including tax, and is eligible for replacement July 1st of each year beginning July 1, 2019. The use of safety work boots shall be mandatory for those employees. Jackets shall be replaced every four (4) years.

EMPLOYEES SHALL NOT PURCHASE ALCOHOL (BEER, WINE, ETC.) WHILE IN CITY UNIFORM.

E. VACATION

1. Employees shall accrue vacation credits at the following rates:

Up to five (5) years of service: 3.08 hours per pay period

More than five (5) years of service: 4.62 hours per pay period

More than ten (10) years of service: 6.16 hours per pay period

2. Vacation will be scheduled not less than fourteen (14) days in advance, with the prime consideration being that necessary functions of the department are adequately maintained. Whenever two (2) or more employees choose the same vacation period, the matter will be settled on the basis of seniority.

3. Emergency vacation leave of less than five (5) working days may be granted if the

employee gives as much prior notice as is reasonably possible and it is a true emergency. Requests for emergency leave will not be denied unless the functions of that department would be seriously jeopardized by the absence of the employee. Employees will schedule vacation time off on an annual basis.

4. Maximum vacation accrual shall not exceed 320 hours of vacation. An employee shall not accrue vacation hours in excess of the maximum accrual of 320 hours. Hours may be re-accumulated if the vacation leave balance falls below the maximum.
5. Any employee of this bargaining unit may cash out, up to 40 hours of vacation time once per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation at the time of this request to be eligible.

F. HOLIDAYS

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (3rd Monday in January)
3. Lincoln's Birthday (February 12)
4. President's Day (3rd Monday in February)
5. Cesar Chavez (March 31)
6. ½ Day Good Friday (Friday before Easter)
7. Memorial Day (Last Monday in May)
8. Independence Day (July 4)
9. Labor Day (1st Monday in September)
10. Columbus Day (2nd Monday in October)
11. Veteran's Day (November 11)
12. Thanksgiving Day (As declared in November) *Friday after Thanksgiving*

13. ½ Day Christmas Eve (December 24)
14. Christmas Day (December 25)
15. ½ Day New Year's Eve (December 31)
16. Optional Holiday (Employee's choice)
 - a. Whenever any such holiday falls on a Saturday, the preceding Friday shall be taken as the holiday. Whenever any such holiday falls on a Sunday, the following Monday shall be taken as the holiday.
 - b. Optional Holiday shall be observed in the year earned between July 1st and June 30th. Failure to take the optional Holiday will result in forfeiture.
 - c. Any day or part of a day declared by the President of the United States or the Governor of California to be a national day of mourning or celebration shall be observed as a Holiday.
 - d. Eligibility for Holiday pay, excluding optional Holidays, for holidays not worked is subject to the following:
 - i. An employee has a pre-authorized absence the day before or the day after a holiday then that employee shall be paid for the holiday.
 - ii. If an Employee calls in sick the day before or the day after a holiday will be paid in the first instance in a calendar year. The second instance and all other instances of an employee calling in sick the day before or the day after a holiday will require a doctors certificate in order to receive the holiday pay.

G. SICK LEAVE

1. Sick leave with pay shall accrue at the rate of 3.70 hours per pay period.
2. At least one (1) hour prior to the start of their scheduled shift, an employee who is going to

be absent on sick leave shall contact his/her immediate supervisor that he/she will be on sick leave.

3. An employee will be granted sick leave only for the following reasons:
 - a. Personal illness or incapacity;
 - b. Illness of a member of the employee's household or immediate family which requires the employees' personal care and attendance, not to exceed three (3) working days in any calendar year; or
 - c. Death of a member of the employee's household or immediate family, not to exceed five (5) working days for any one death. Immediate family shall be restricted to father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, foster children, and adopted children.
4. Employees on sick leave may be required to present a doctor's note. The requirement for a doctor's note shall be imposed only when there is reason to suspect the employee of abusing sick leave. The employer shall consider Family and Medical Leave Act on a case by case basis.
5. The employee may accumulate an unlimited amount of sick leave. However, the maximum amount that an employee may receive for unused sick leave, upon separation or retirement, is \$1,000.00. An employee is only eligible for this payment if they have worked for the City for five (5) years.

H. BEREAVEMENT LEAVE

Employees shall be granted two days of bereavement leave in the event of the death of a family member as defined in G.3. Employees may take an additional four (4) days of sick and/or vacation leave for qualifying bereavement leaves, to a combined total of six (6) days.

I. STATE DISABILITY INSURANCE

City shall pay the full cost of Employees' Insurance (SDI).

J. INSURANCE BENEFITS

1. The City of Mendota shall provide medical insurance to its employees and dependents, with premium coverage up to the following capped levels of monthly premium contribution:

- A) Employee Only: \$400
- B) Employee and Spouse: \$850
- C) Employee and Children: \$600
- D) Family: \$1,000

These are the maximum values for the City's contribution towards medical insurance premiums. Any increase above these amounts shall be at the expense of the employee.

This is coverage of the premium, not a payable benefit in that if the premium falls below the cap, the difference is not paid to the employee,

2. The City will obtain a life, health; dental, orthodontic, and visual care insurance plan for full-time permanent employees and their dependents. City will pay the full premium for life, dental and visual care for existing employees and their dependents.
3. Employees covered by health insurance from a different source, such as through spouse's employment, may elect to receive a maximum of \$500.00 in lieu of insurance coverage.

K. RETIREMENT PLAN

1. The benefit contract in effect between the City of Mendota and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2% at age 62.

- The employee will make the full employee contributions to the plan.

- The employer will make the full employer contributions to the plan.

All new employees hired on or after January 1, 2013 and are new Miscellaneous members of Public Employees Retirement System (PERS), pursuant to the Public Employee's Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan.

2. All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code.

L. LOCK-OUT AND STRIKE

No lockout of employees shall be instituted by City during the term of this Agreement. No strike, slow down, sickout or "blue flu" shall be conducted, participated in, caused, or encouraged by Union or the members of Union during the term of this Agreement.

M. BULLETIN BOARDS

City shall furnish suitable bulletin boards for use by union. City shall post announcements for all personnel examinations and job openings on these boards. Union May post other matters relating to Union on the boards.

N. SENIORITY

1. Whenever two or more employees in the same class possess and exhibit the same degree of merit, with regard to filling vacancies, temporary appointments or overtime, the assignment shall be given to the employee possessing the greater seniority in the same class. As used herein, seniority shall be defined as length of total service in a current classification.

2. Merit shall be determined by City based on the following criteria:

- a. Ability to perform assigned duties effectively;
- b. Ability to work harmoniously with others;

- c. Overall work performance, including any disciplinary actions;
- d. Ability to take direction;
- e. Attendance record;
- f. Skills and qualifications.

ARTICLE VII
(TERMINATION)

The term of this Agreement shall be July 1, 2019 through June 30, 2022. The terms of this MOU shall remain in effect until such time as a successor Agreement is negotiated, ratified, and signed by the parties.

During the life of the MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, such party shall request in writing to meet and confer on the item. Each item shall be specified in writing prior to the meeting. This provision shall not create the right to renegotiate this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hand this 1st day of July, 2019.

CITY OF MENDOTA

AMERICAN FEDERATION OF STATE,
COUNTY, MUNICIPAL EMPLOYEES,
AFLCIO Local 2703 Mendota Chapter

By: _____
Cristian Gonzalez
City Manager

By: _____
President

By: _____
Vice President

By: _____
Secretary

By: _____
Union Representative

AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES 2703
AND
THE CITY OF MENDOTA
SIDE LETTER AGREEMENT REGARDING NEW EMPLOYEE ORIENTATION ACCESS
AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION

The City of Mendota and the AFSCME 2703 Mendota Employees Unit (hereinafter "Union"), jointly referred to as "Parties," enter into this Agreement to implement the terms of Government Code sections 3555-3559. The Parties agree that the terms of this Agreement are incorporated into the existing Memorandum of Understanding (MOU) between them by specific reference.

The Parties acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557. Due to such agreement, compulsory arbitration pursuant to Government Code Section 3557 is waived for so long as this Agreement is in effect.

New Employee Orientation and New Employee Onboarding

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the AFSCME 2703 Mendota City Employees bargaining unit. The Parties acknowledge that the City provides a new employee orientation (NEO) or an Onboarding presentation to all new employees hired by the City.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation or the new employee Onboarding process, including the number of bargaining unit employees in attendance. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

At the end of the new employee orientation meeting or Onboarding process, the Union will be given fifteen (15) minutes as part of the new employee orientation meeting or Onboarding process to present Union membership information to employee/s in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose and content of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the City that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are City employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation provided the Union provides City HR with the employee's name prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

Information Provided

The City will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the City has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the City (new hires only)
- Home address

Such information will be provided in a manner consistent with Government Code Section 6207 for a participant in the address confidentiality program established pursuant to Chapter 3.1 (commencing with Government Code Section 6205) of Division 7, and in a manner consistent with employee privacy requirements described in *County of Los Angeles v. Los Angeles County Employee Relations Com.* (2013) 56 Cal.4th 905.

Subject to the foregoing paragraph, such information will be provided as follows:

- For new hires, within thirty (30) days of the date of hire or by the first pay period of the month following hire.
- Regularly, for all bargaining unit employees on each calendar year quarter.

Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

For the City:



Cristian Gonzalez, City Manager

Date: 2/13/19

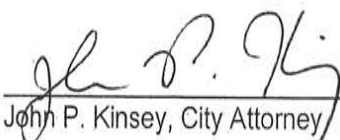
For the Union:



Debbie Macias, Union Representative

Date: 3-7-19

Approved as to Form:


John P. Kinsey, City Attorney

CITY OF MENDOTA
Salary Schedule (Hourly Wages)

Created: 06/2013
 Revised: 07/2013
 Revised: 11/2013
 Revised: 12/2013
 Revised: 06/2014
 Revised: 08/2014
 Revised: 07/2015
 Revised: 01/2016
 Revised: 03/2016
 Revised: 07/2016
 Revised: 07/2016 pt. 2
 Revised: 07/2017
 Revised: 07/2017 pt. 2
 Revised: 07/2018
 Revised: 01/2019
 Revised: 05/2019
 Revised: 07/2019

Positional Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Assistant I	12.8175	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Administrative Assistant II	14.1138	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Administrative Assistant III	15.0770	15.8309	16.6224	17.4535	18.3262	19.2425	20.2046	21.2149	22.2756	23.3894
Community Service Officer	14.1138	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Maintenance Worker I	14.4014	15.1215	15.8775	16.6714	17.5050	18.3802	19.2993	20.2642	21.2774	22.3413
Maintenance Worker II	16.6590	17.4920	18.3665	19.2849	20.2491	21.2616	22.3247	23.4409	24.6129	25.8436
Maintenance Worker III	17.5815	18.4606	19.3836	20.3528	21.3704	22.4389	23.5609	24.7389	25.9759	27.2747
Groundskeeper	13.7232	14.4094	15.1298	15.8863	16.6806	17.5147	18.3904	19.3099	20.2754	21.2892
Public Works Foreman	20.5189	21.5448	22.6221	23.7532	24.9409	26.1879	27.4973	28.8722	30.3158	31.8315
Police Records Clerk	12.8175	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Water/Wastewater Operator I	16.6712	17.5048	18.3800	19.2990	20.2639	21.2771	22.3410	23.4581	24.6310	25.8625
Water/Wastewater Operator II	21.2771	22.3410	23.4580	24.6309	25.8624	27.1556	28.5133	29.9390	31.4360	33.0078

*Remove in 2020

*Remove in 2021

*Remove in 2022

CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013
 Revised: 07/2013
 Revised: 11/2013
 Revised: 12/2013
 Revised: 06/2014
 Revised: 08/2014
 Revised: 07/2015
 Revised: 01/2016
 Revised: 03/2016
 Revised: 07/2016
 Revised: 07/2016 pt. 2
 Revised: 07/2017
 Revised: 07/2017 pt. 2
 Revised: 07/2018
 Revised: 01/2019
 Revised: 05/2019
 Revised: 07/2019
 Revised: 01/2020

Positional Step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant I	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Administrative Assistant II	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Administrative Assistant III	15.8309	16.6224	17.4635	18.3262	19.2425	20.2046	21.2149	22.2756	23.3894
Community Service Officer	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Maintenance Worker I	15.1215	15.8775	16.6714	17.5050	18.3802	19.2993	20.2642	21.2774	22.3413
Maintenance Worker II	17.4920	18.3665	19.2849	20.2491	21.2616	22.3247	23.4409	24.6129	25.8436
Maintenance Worker III	18.4606	19.3836	20.3528	21.3704	22.4389	23.5609	24.7389	25.9759	27.2747
Groundskeeper	14.4094	15.1298	15.8863	16.6806	17.5147	18.3904	19.3099	20.2754	21.2892
Public Works Foreman	21.5448	22.6221	23.7532	24.9409	26.1879	27.4973	28.8722	30.3158	31.8315
Police Records Clerk	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Water/Wastewater Operator I	17.5048	18.3800	19.2990	20.2639	21.2771	22.3410	23.4581	24.6310	25.8625
Water/Wastewater Operator II	22.3410	23.4560	24.6309	25.8624	27.1556	28.5133	29.9390	31.4360	33.0078

*Remove in 2021
 *Remove in 2022

CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013

Revised: 07/2013

Revised: 11/2013

Revised: 12/2013

Revised: 06/2014

Revised: 08/2014

Revised: 07/2015

Revised: 01/2016

Revised: 03/2016

Revised: 07/2016

Revised: 07/2016 pt. 2

Revised: 07/2017

Revised: 07/2017 pt. 2

Revised: 07/2018

Revised: 01/2019

Revised: 05/2019

Revised: 07/2019

Revised: 01/2020

Revised: 07/2020

Positional/Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant I	13,8621	14,5552	15,2830	16,0471	16,8495	17,6919	18,5765	19,5054	20,4806
Administrative Assistant II	15,2640	16,0272	16,8286	17,6700	18,5535	19,4812	20,4552	21,4780	22,5519
Administrative Assistant III	16,3058	17,1211	17,9771	18,8760	19,8198	20,8108	21,8513	22,9439	24,0911
Community Service Officer	15,2640	16,0272	16,8286	17,6700	18,5535	19,4812	20,4552	21,4780	22,5519
Maintenance Worker I	15,5751	16,3539	17,1715	18,0301	18,9316	19,8782	20,8721	21,9157	23,0115
Maintenance Worker II	18,0147	18,9154	19,8612	20,8543	21,8970	22,9918	24,1414	25,3485	26,6159
Maintenance Worker III	19,0144	19,9651	20,9634	22,0115	23,1121	24,2677	25,4811	26,7552	28,0929
Groundskeeper	14,8416	15,5837	16,3629	17,1810	18,0401	18,9421	19,8892	20,8836	21,9278
Public Works Foreman	22,1911	23,3007	24,4657	25,6890	26,9734	28,3221	29,7382	31,2251	32,7864
Police Records Clerk	13,8621	14,5552	15,2830	16,0471	16,8495	17,6919	18,5765	19,5054	20,4806
Water/Wastewater Operator I	18,0299	18,9314	19,8780	20,8719	21,9155	23,0112	24,1618	25,3699	26,6384
Water/Wastewater Operator II	23,0112	24,1618	25,3698	26,6383	27,9703	29,3688	30,8372	32,3791	33,9980

*Remove in 2021

*Remove in 2022

CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013
 Revised: 07/2013
 Revised: 11/2013
 Revised: 12/2013
 Revised: 06/2014
 Revised: 08/2014
 Revised: 07/2015
 Revised: 01/2016
 Revised: 03/2016
 Revised: 07/2016
 Revised: 07/2016 pt. 2
 Revised: 07/2017
 Revised: 07/2017 pt. 2
 Revised: 07/2018
 Revised: 01/2019
 Revised: 05/2019
 Revised: 07/2019
 Revised: 01/2020
 Revised: 07/2020
 Revised: 01/2021

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I	14.5552	15.2830	16.0471	16.8495	17.6919	18.5765	19.5054	20.4806
Administrative Assistant II	16.0272	16.8286	17.6700	18.5535	19.4812	20.4552	21.4780	22.5519
Administrative Assistant III	17.1211	17.9771	18.8760	19.8198	20.8108	21.8513	22.9439	24.0911
Community Service Officer	16.0272	16.8286	17.6700	18.5535	19.4812	20.4552	21.4780	22.5519
Maintenance Worker I	16.3539	17.1715	18.0301	18.9316	19.8782	20.8721	21.9157	23.0115
Maintenance Worker II	18.9154	19.8612	20.8543	21.8970	22.9918	24.1414	25.3485	26.6159
Maintenance Worker III	19.9651	20.9634	22.0115	23.1121	24.2677	25.4811	26.7552	28.0929
Groundskeeper	15.5837	16.3629	17.1810	18.0401	18.9421	19.8892	20.8836	21.9278
Public Works Foreman	23.3007	24.4657	25.6890	26.9734	28.3221	29.7382	31.2251	32.7864
Police Records Clerk	14.5552	15.2830	16.0471	16.8495	17.6919	18.5765	19.5054	20.4806
Water/Wastewater Operator I	18.9314	19.8780	20.8719	21.9155	23.0112	24.1618	25.3699	26.6384
Water/Wastewater Operator II	24.1618	25.3698	26.6383	27.9703	29.3688	30.8372	32.3791	33.9980

*Remove in 2022

CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013
 Revised: 07/2013
 Revised: 11/2013
 Revised: 12/2013
 Revised: 06/2014
 Revised: 08/2014
 Revised: 07/2015
 Revised: 01/2016
 Revised: 03/2016
 Revised: 07/2016
 Revised: 07/2016 pt. 2
 Revised: 07/2017
 Revised: 07/2017 pt. 2
 Revised: 07/2018
 Revised: 01/2019
 Revised: 06/2019
 Revised: 07/2019
 Revised: 01/2020
 Revised: 07/2020
 Revised: 01/2021
 Revised: 07/2021

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I	14,9918	15,7414	16,5285	17,3549	18,2226	19,1338	20,0904	21,0950
Administrative Assistant II	16,5080	17,3334	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Administrative Assistant III	17,6347	18,5164	19,4423	20,4144	21,4351	22,5068	23,6322	24,8138
Community Service Officer	16,5080	17,3334	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Maintenance Worker I	16,8445	17,6867	18,5711	19,4996	20,4746	21,4983	22,5732	23,7019
Maintenance Worker II	19,4628	20,4569	21,4798	22,5538	23,6815	24,8655	26,1088	27,4143
Maintenance Worker III	20,5640	21,5922	22,6718	23,8054	24,9957	26,2455	27,5577	28,9356
Groundskeeper	16,0512	16,8538	17,6964	18,5813	19,5103	20,4869	21,5101	22,5857
Public Works Foreman	23,9997	25,1997	26,4597	27,7827	29,1718	30,6304	32,1619	33,7700
Police Records Clerk	14,9918	15,7414	16,5285	17,3549	18,2226	19,1338	20,0904	21,0950
Water/Wastewater Operator I	19,4993	20,4743	21,4980	22,5729	23,7015	24,8866	26,1309	27,4375
Water/Wastewater Operator II	24,8866	26,1309	27,4375	28,8094	30,2498	31,7623	33,3504	35,0179

*Remove in 2022

CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013

Revised: 07/2013

Revised: 11/2013

Revised: 12/2013

Revised: 06/2014

Revised: 08/2014

Revised: 07/2015

Revised: 01/2016

Revised: 03/2016

Revised: 07/2016

Revised: 07/2016 pt. 2

Revised: 07/2017

Revised: 07/2017 pt. 2

Revised: 07/2018

Revised: 01/2019

Revised: 05/2019

Revised: 07/2019

Revised: 01/2020

Revised: 07/2020

Revised: 01/2021

Revised: 07/2021

Revised: 01/2022

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant I	16,5285	17,3549	18,2226	19,1338	20,0905	21,0950
Administrative Assistant II	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Administrative Assistant III	19,4422	20,4143	21,4350	22,5068	23,6321	24,8137
Community Service Officer	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Maintenance Worker I	18,5709	19,4995	20,4745	21,4982	22,5731	23,7017
Maintenance Worker II	21,4799	22,5538	23,6815	24,8656	26,1089	27,4143
Maintenance Worker III	22,6719	23,8055	24,9958	26,2456	27,5579	28,9357
Groundskeeper	17,6964	18,5812	19,5103	20,4858	21,5101	22,5856
Public Works Foreman	26,4596	27,7826	29,1717	30,6303	32,1618	33,7699
Police Records Clerk	16,5285	17,3549	18,2226	19,1338	20,0905	21,0950
Water/Wastewater Operator I	21,4980	22,5729	23,7016	24,8866	26,1310	27,4375
Water/Wastewater Operator II	27,4373	28,8092	30,2497	31,7622	33,3503	35,0178

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND
AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES
LOCAL 2703 MENDOTA CHAPTER**

RESOLUTION NO. 21-48

WHEREAS, a Memorandum of Understanding (“MOU”) exists between the City of Mendota and American Federation of State, County, and Municipal Employees Local 2703 Mendota Chapter (“Union”) (collectively, “Parties”) to promote harmonious relations between the Parties, to establish an equitable and peaceful procedure for the resolution of differences, and to establish wages, hours of work, and other terms and conditions of employment; and

WHEREAS, the MOU is scheduled to expire June 30, 2022; and

WHEREAS, an agreement has been reached between the Parties for a two-year extension of the current MOU; and

WHEREAS, the proposed AFSCME MOU extension is attached as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the Memorandum of Understanding between the City of Mendota and American Federation of State County and Municipal Employees Local 2703 Mendota Chapter Bargaining Unit for the term of July 1, 2019 through June 30, 2024, and authorizes the City Manager to execute all necessary documents in connection therewith.

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 13th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

**MOU EXTENSION AGREEMENT
 BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND
 MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

This Side Letter of Agreement is made between the City of Mendota ("City") and the American Federation of State County and Municipal Employees Local 2703 Mendota Chapter ("AFSCME") to extend the current Memorandum Of Understanding ("MOU") which is attached hereto as "Exhibit A".

Currently the MOU is set to expire on June 30, 2022. Both the City and AFSCME have met and conferred in good faith and have agreed to extend the current contract until June 30, 2024, and to delay the 3% COLA increase scheduled for July 1, 2021 until July 1, 2023.

The City will issue a retroactive lump sum payment to all current AFSCME covered positions at a rate of \$13 per hour actually worked in person, excluding time off regardless if paid or not and also excluding anytime teleworked, during the start of the pandemic through June 30, 2021 up to a total of \$12,500 per current employee at time the payment is issued, which is anticipated to be mid-to-late July 2021 or early August 2021. If an AFSCME covered position is filled by promotion by an employee that worked for the City of Mendota during the pandemic, the City will count hours worked as a City employee during the pandemic retroactively in addition to the hours worked as an AFSCME covered position for payment of this retroactive premium pay up to the cap of \$12,500.

The maximum payment of \$12,500 will be for the employees actively employed and covered by AFSCME at the time of payment, contingent on the employee being employed by the City at the time of the payment. Further, the maximum benefit amount is \$12,500, which includes the roll up costs associated with the lump sum and the breakdown is as follows: \$11,408.75 is the maximum amount to be paid to employees and \$1,091.25 is the maximum amount the City will use to pay for the City's roll up costs associated with this premium payment, totaling \$12,500. The City's rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position, per lump sum pay. The roll up cost for any employee that worked less than 961.5 hours during the time frame abovementioned, will be computed utilizing the same breakdown of FICA 6.20%, SDI 1.08%, and Medicare at 1.45% of the total benefit earned.

Maximum benefit breakdown is noted below:

American Rescue Plan	Roll Up Costs	Total
\$11,408.75	\$1,091.25	\$12,500.00
		FT
FICA	6.20%	\$775.00
SDI	1.08%	\$135.00
Medicare	1.45%	\$181.25
	Total	\$1,091.25

**MOU EXTENSION AGREEMENT
BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND
MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

In good faith, with the City expecting to receive the funds in the middle of July, the City foresees August 5, 2021 as the latest day for payment to be issued to employees, however the City will issue payment to employees the first payroll after receiving the funds, which may be a sooner date.

FOR THE CITY OF MENDOTA

FOR THE UNION

Cristian Gonzalez, City Manager

Debbie Macias, AFSCME Representative

Dated: _____

Dated: _____

John Kinsey, City Attorney

Henry Sanchez, President

Dated: _____

Dated: _____

Armando Sandoval, Vice- President

Dated: _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: MENDOTA POLICE OFFICERS ASSOCIATION MEMORANDUM OF UNDERSTANDING
DATE: JULY 13, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-49, approving a Memorandum of Understanding between the City of Mendota and Operating Engineers Local Union No. 3, on behalf of the Mendota Police Officers Association?

BACKGROUND

The most recently approved MPOA MOU expired on June 30, 2020. The City and the MPOA have met and conferred in good faith and have arrived at an agreement.

ANALYSIS

As a result of the American Relief Plan (ARP), the City was notified that it would receive an allocation of 2.7 million dollars. An eligible expense under these funds is premium pay. The City negotiated and reached an agreement to utilize a portion of the ARP funds to pay for premium pay for employees who actually worked in person, interacting with other individuals and/or handling items that were handled by others from the start of the declared pandemic through June 30, 2021. The agreement reached is to enter into a two-year agreement and utilize up to \$12,500 per employee for each hour actually worked at a rate of \$13 per hour. This will exclude any hours that an employee was off of work on paid or unpaid leave and will also exclude any time teleworked per the ARP guidelines. The maximum payment of \$12,500 will be for the employees actively employed and covered by the MPOA at the time of payment, contingent on the employee being employed by the City at the time of the payment. Further, the maximum benefit amount is \$12,500, which includes the roll up costs associated with the lump sum and the breakdown is as follows: \$11,408.75 is the maximum amount to be paid to employees and \$1,091.25 is the maximum amount the City will use to pay for the City's roll up costs associated with this premium payment, totaling \$12,500. The City's rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position, per lump sum pay. The roll up cost for any employee that worked less than 961.5 hours during the time frame abovementioned, will be computed utilizing the same breakdown of FICA 6.20%, SDI 1.08%, and Medicare at 1.45% of the total benefit earned.

FISCAL IMPACT

There will be no fiscal impact since the funds used to for the premium pay will be paid as a pass through from the American Relief Plan funds that have been allocated to the City of Mendota.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-49, approving a Memorandum of Understanding between the City of Mendota and Operating Engineers Local Union No. 3, on behalf of the Mendota Police Officers Association.

Attachment(s):

1. Resolution No. 21-49
2. Exhibit "A" - MPOA MOU

**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 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND
OPERATING ENGINEERS LOCAL UNION
NO. 3, ON BEHALF OF THE MENDOTA
POLICE OFFICERS ASSOCIATION**

RESOLUTION NO. 21-49

WHEREAS, the City of Mendota (“City”) entered into an agreement, dated July 1, 2019, with the Mendota Police Officers Association (“Association”), and Operating Engineers Local Union No. 3 (“Union”) (collectively, “Parties”) to promote harmonious relations between the City, the Association, and the Union, to establish an equitable and peaceful procedure for the resolution of differences, and to establish wages, hours of work, and other terms and conditions of employment (“Agreement”); and

WHEREAS, the Memorandum of Understanding expired on June 30, 2020; and

WHEREAS, an agreement has been reached between the Parties; and

WHEREAS, the proposed Mendota Police Officer Association Memorandum of Understanding is attached as "Exhibit A".

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the Memorandum of Understanding between the City of Mendota and the Mendota Police Officers Association and Operating Engineers Local Union No. 3 for the term of July 1, 2021 through June 30, 2023, and authorizes the City Manager to execute all necessary documents in connection therewith.

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 13th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND OPERATING ENGINEERS LOCAL UNION
NO. 3, ON BEHALF OF THE MENDOTA POLICE OFFICERS ASSOCIATION

July 1, 2021 – June 30, 2023

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**ARTICLE I
(PREAMBLE)**

A. Preamble

This Memorandum of Understanding (“Agreement”) is entered into by the City of Mendota (hereafter referred to as the “City”) and the Mendota Police Officers Association (hereafter referred to as “MPOA” or the “Association”) and Operating Engineers Local Union No. 3 (hereafter referred to as “OE3” or the “Union”). This Agreement is governed by Sections 3500-3510 of the Government Code of the State of California (otherwise known as the “Meyers-Milias-Brown Act” or “MMBA”), and the City’s Personnel Rules, ordinances, policies, rules, or other regulations. In the event of any conflict between the laws under the MMBA and this Agreement, the City’s Personnel Rules, ordinances, policies, rules or other regulations, the laws under the MMBA shall govern.

B. Purpose

The purpose of this Agreement is to promote harmonious relations between the City, the Association, and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work and other terms and conditions of employment.

C. Past Practices

The parties agree that this Agreement supersedes any past practice expressly covered by this Agreement but does not affect any other written understanding agreed to by the parties that is not expressly addressed in this Agreement.

D. No Abrogation of Rights

The parties acknowledge that the City’s and Union’s responsibilities and rights as indicated in the City’s Personnel Rules, Mendota Police Department Policy Manual, ordinances, policies, rules, or other laws and regulations are not abrogated by the adoption of this Agreement.

E. Term

The term of this Agreement will be July 1, 2021 to June 30, 2023. There shall be a reopener to discuss and consider Cal-Pers, with the intention to implement Cal-Pers on or around July 1, 2023, contingent on the Measure passing in November 2022 election.

**ARTICLE II
(MANAGEMENT RIGHTS)**

A. Management Rights

It is understood and agreed that the City retains all of its powers and authority to direct, manage,

and control its operations to the full extent of the law. These powers and authority include but are not limited to:

1. Directing the work of Employees;
2. Hiring, discharging, promoting, demoting, transferring, laying off, assigning, reassigning, and classifying Employees;
3. Disciplining Employees for cause;
4. Taking all actions as may be necessary to carry out the mission of the City;
5. Determining the methods, means and personnel by which operations are to be conducted; and
6. Determining the budget, organization, merits, necessity, and level of any activity or service provided to the public.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, will be limited only by the express terms of this Agreement.

ARTICLE III (RECOGNITION)

A. Recognition

The City acknowledges the Union, representing the MPOA, as the sole and exclusive recognized employee organization representing employees covered under this Agreement. The Union and the City agree to meet and confer in good faith promptly upon request by the other party and to continue for a reasonable amount of time in order to freely exchange information, opinions and proposals and endeavor to reach agreement on matters within the scope of representation under the MMBA as related to employees covered under this Agreement.

B. Unit Description

The bargaining unit of employees defined for the purpose of this Agreement will mean full-time Sergeants, Corporals and Police Officers (hereinafter referred to as "Employees") employed by the City, excluding temporary, seasonal, confidential, and management employees. Management employees shall be considered to include the rank of Lieutenant up to the Chief of Police.

C. Union Officers and Representatives

Association Officers and Union representatives agree to work with the City Manager or his/her designee as the agent of the City in all matters related to grievances (in accordance with Article VII of this Memorandum of Understanding), the interpretation of this Agreement, and any and

all negotiations for successor agreements.

D. Association/Union Rights

The Association/Union shall have the following rights and responsibilities:

1. The City shall not interfere with nor discriminate against any employee by reason of his/her membership in the Union and/or Association, or by reason of any activity required by this Agreement.
2. The City shall not intimidate any employee or attempt to restrain any employee or attempt to limit the full and free expression of Employees' rights to participate in Union and/or Association's lawful activities.
3. The City shall deduct Association membership dues and assessments, the amount to be designated by the Association, and any other mutually agreed upon payroll deductions each pay period from the pay of member Employees. The dues or other mutually agreed payroll deductions must first be authorized in writing by the Employee on an authorization card acceptable to the City.

The Employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized, or no deduction shall be made by the City. When an Employee is on an unpaid status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the Employee be required to deposit the amount which would have been made in paid status during that period.

The deduction check covering all such deductions shall be transmitted to the Association & Union at least once monthly and made payable to: Operating Engineers Local Union No. 3.

The Union and/or Association agree to hold the City harmless and indemnify the City against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Union and/or Association, except the intentional failure of the City to transmit moneys deducted from Employees to the Union and/or Association pursuant to this section of the Agreement.

4. Except in cases of emergency as provided in this subsection, the Union, if affected, shall be given reasonable advance notice of ordinance, resolution, rule or regulation directly and primarily relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives. In cases of emergency, the City shall make its best effort to notify the Association on the first business day after the emergency.
5. The City shall provide officers of the Association and the officially designated representatives of the Union reasonable access to employee work locations, with prior Department Head and City Manager notification and approval for the purpose of processing grievances or contacting Employees of the Association concerning issues within the scope of

representation.

**ARTICLE IV
(STATUS OF EMPLOYEES)**

A. Status of New Employees

A new Employee shall be on probation in accordance with Section II.A.20 of the City's Personnel Rules.

B. Status of Employees Who are Promoted

Any Employee rejected during the probationary period following a promotion, or at the conclusion of the probationary period shall be reinstated to the position from which he/she was promoted, in accordance with Section II.A. of the City's Personnel Rules.

**ARTICLE V
(COMPENSATION)**

A. Salary

The annual compensation schedule for Police Officers, Police Corporals, and Police Sergeants employed on a full-time basis shall be as follows effective July 1, 2021:

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	23.0860	24.2403	25.4523	26.7249	28.0612
Police Corporal	24.2473	25.4597	26.7327	28.0693	29.4728
Police Sergeant	26.1658	27.4741	28.8478	30.2902	31.8047
Position	Step 6	Step 7	Step 8		
Police Officer	29.4642	30.9374	32.4843		
Police Corporal	30.9464	32.4937	34.1184		
Police Sergeant	33.3949	35.0647	36.8179		

The annual compensation schedule for Police Officers, Police Corporals, and Police Sergeants employed on a full-time basis shall be as follows effective January 1, 2022:

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Officer	25.4523	26.7249	28.0612	29.4642	30.9374	32.4843
Police Corporal	26.7327	28.0693	29.4728	30.9464	32.4937	34.1184
Police Sergeant	28.8478	30.2902	31.8047	33.3949	35.0647	36.8179

Employees shall be eligible for a salary step increase at the time of his/her yearly performance evaluation, contingent on the Employee receiving a satisfactory performance evaluation along with a recommendation for the salary step increase made by the Employee's supervisor and approved by the City Manager. When an Officer is promoted to Corporal, they shall be promoted to the same step in the new classification.

The City will issue a retroactive lump sum payment to the current MPOA covered positions at a rate of \$13 per hour actually worked, excluding time off regardless if paid, during the start of the pandemic through June 30, 2021 up to a total of \$12,500 per current employee as of July 1, 2021. If an MPOA covered position is filled by promotion by an employee that worked for the City of Mendota during the pandemic, the City will count hours worked as a City employee during the pandemic retroactively in addition to the hours worked as an MPOA covered Police Officer for payment of this retroactive premium pay up to the cap of \$12,500.

The maximum payment of \$12,500 will be for the employees actively employed and covered by the MPOA at the time of payment, contingent on the employee being employed by the City at the time of the payment. From the maximum amount, \$11,408.75 is the amount to be paid to employees and \$1,091.25 is the amount the City will use to pay for the City's roll up costs associated with this premium pay, totaling \$12,500. The rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position.

In good faith, with the City expecting to receive the funds in the middle of July, the City foresees August 5, 2021, as the latest day for payments to be issued to employees, however we will issue payment to employees the first payroll after receiving the funds which may be a sooner date.

B. Work Schedules and Overtime Compensation

The Chief of Police has the discretion to set Employee work schedules per the needs of the Department, including, but not limited to a 3/12, 4/10, and/or a 5/8 work schedule. Employees will be provided reasonable advance notice of any modifications of work schedules.

The Association and the Union acknowledge that the City has established a 14-day work period for Employees.

Employees will receive overtime for all hours worked in excess of 84 hours in a 14-day work period. All overtime earned will be paid out in cash at time-and-one-half of the employee's regular rate of pay. All overtime hours must be approved by an Employee's supervisor prior to being worked. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Employee's supervisor or his/her designee on the next regular business day after such work is performed.

C. Training Time

Employees will be compensated for hours worked in training time that is mandated by the City or Police Department. All such training time must be approved in advance by the Chief of Police. For P.O.S.T. certified trainings, Employees will be reimbursed for costs incurred, if applicable, at the P.O.S.T. reimbursement rate.

D. Out of Class Pay

An employee who is required to perform the duties of a higher classification shall receive an increase in his/her salary at the equivalent step level of the higher classification, commencing on the thirtieth (30th) consecutive working day worked out-of-class.

E. P.O.S.T. Certificate Pay

Employees who have a Basic, Intermediate, or Advance P.O.S.T. Certificate shall receive the following payment on July 1st of each year:

Basic P.O.S.T. Certificate - \$375

Intermediate P.O.S.T. Certificate - \$475

Advanced P.O.S.T. Certificate - \$575

This section is intended to apply to the entire duration of the Agreement and ongoing, contingent on an employee being employed by the City at the time of the annual payment and that the respective payment corresponds to the highest respective P.O.S.T. certificate held by the employee at that time.

F. Direct Deposit

City will accommodate the MPOA by providing direct deposit to allow employees to deposit their paychecks into their bank or saving account.

**ARTICLE VI
(BENEFITS)**

A. Uniform Allowance

Within sixty (60) days of initial employment by the Police Department, any employee required to wear a uniform shall have two hundred dollars (\$200) available to use towards the purchase of initial uniform and/or accessories, excluding firearms and/or parts thereof and ammunition, upon requesting and receiving a purchase order from the Finance Department.

Following the completion of the initial probationary period, on the first day of each month, the City shall add a uniform maintenance allowance of seventy-five dollars (\$75) per month to the employee's balance, which will be available to use towards the purchase of uniform and/or accessories, excluding firearms and/or parts thereof and ammunition, upon requesting and receiving a purchase order from the Finance Department.

Purchase orders will only be issued for Best Uniforms, Metro Uniforms and Accessories and/or

BPS Tactical for the purchase of uniform and/or accessories, excluding firearms and/or parts thereof and ammunition. Employees shall receive a purchase order, for up to the available balance, from the Finance Department within one business day from request. The allowance of seventy-five dollars (\$75) per month will accrue on the first of each month but any unused balance at the end of each fiscal year will be returned to the City.

B. Safety Equipment

All sworn personnel shall, as soon as possible after the initial date of employment, receive City furnished safety equipment as follows:

1. Aerosol Tear Gas (Mace)
2. Aerosol Tear Gas (Mace) Holster
3. Ammunition
4. Ammunition Holder
5. Baton
6. Baton Ring
7. Flashlight Batteries
8. Flashlight Bulbs
9. Handcuffs
10. Handcuff Case
11. Keeper Straps (4)
12. Sam Brown Gun Belt
13. Service Weapon
14. Service Weapon with Holster
15. Bulletproof Vest

All safety equipment described in the MOU shall remain the property of the City and shall be returned to the City upon request or upon the employee's termination of employment.

All safety equipment described in the MOU shall be replaced on an as needed basis by the City, when necessary with the approval of the Chief of Police.

If any equipment described in this MOU is lost or damaged by the employee, he/she shall pay appropriate repair or replacement costs. This does not include damage that occurs in the normal course and scope of Employee's job duties.

C. Vacation

Employees shall accrue vacation credits at the following rates:

Up to five (5) years of service:	3.24 hours per pay period
More than five (5) years of service:	4.85 hours per pay period
More than ten (10) years of service:	6.46 hours per pay period

Vacations must be scheduled at least thirty (30) days in advance, with the prime consideration being that necessary functions of the Police Department are adequately maintained. Whenever two (2) or more Employees request the same vacation period, the matter will be settled on the basis of seniority.

Emergency vacation leave of less than five (5) working days may be granted if the employee gives as much prior notice as is reasonably possible and it is a true emergency. Requests for emergency leave will not be denied unless the functions of that department would be seriously jeopardized by the absence of the Employee.

Maximum vacation accrual shall not exceed two times the annual accrual rate. An employee shall not accrue vacation hours in excess of the maximum accrual. Hours may begin to be accrued again once the vacation leave balance falls below the maximum accrual cap.

Any employee of this bargaining unit may cash out, up to forty (40) hours of vacation time once per fiscal year. Employee cashing out vacation must have a minimum of eighty (80) hours of accrued vacation at the time of this request to be eligible.

D. Holidays

Holiday compensation shall be issued twice per year as a separate check from the normal payroll check, on the thirteenth (13) and twenty-six (26) payroll period of each year. The compensation shall be for 120 hours of Holiday Pay annually, equating to 15 full, 8-hour holidays. Said compensation shall accrue at a rate of 4.6154 hours per pay period.

E. Sick Leave

Sick leave with pay shall accrue at the rate of 5.40 hours per pay period.

At least three (3) hours prior to the start of his/her scheduled shift, an Employee who is going to be absent on sick leave shall contact his/her immediate supervisor to inform him/her of the sick leave absence.

An Employee may use sick leave only for the following reasons:

1. Personal illness or incapacity;
2. Illness of a member of the Employee's household or immediate family which requires the Employee's personal care and attendance, not to exceed six (6) working days in any calendar year; and
3. Death of a member of the Employee's household or immediate family, not to exceed five (5) working days for any one death. Immediate family shall be restricted to father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, foster children and adopted children. The first three (3) working days of the

maximum five working days granted under this subsection will be considered bereavement leave paid for by the City.

The City may, in its discretion, require Employees to present a doctor's note, verifying the need for sick leave after 3 consecutive days or when there is reason to suspect the employee of abusing sick leave.

Employees may accumulate up to a maximum of 504 hours of sick leave. If an employee reaches this maximum limit of sick leave, they will not continue to accrue sick leave until their overall accrual falls below 504 hours of sick leave. However, the maximum amount that an employee may receive for unused sick leave, upon separation or retirement after having worked for the City for five years or longer, is \$1,000.00.

F. Health Insurance

1. The City will obtain health, dental, orthodontic, and vision insurance for full-time permanent employees and their qualified dependents. The City shall pay health insurance for its employees and dependents, with premium coverage up to the capped levels of monthly premium contribution:

a) Employee Only:	\$400
b) Employee and Spouse:	\$850
c) Employee and Children:	\$600
d) Family:	\$1,000

2. These are the maximum values for the City's contribution towards medical insurance premiums. Any increase above these amounts shall be at the expense of the employee. This is coverage of the premium, not a payable benefit in that if the premium is falls below the cap, the difference is not paid to the employee.

3. Effective July 1, 2015, the City shall provide and make available to all eligible employees participating in the City's health insurance plan a \$600.00 Health Reimbursement Account (HRA), which shall continue to be in effect each fiscal year of this Agreement.

The City's contribution, as established above, shall be the maximum amount required, and the City shall not be responsible for the contribution of any sums in addition to those established by the terms of this Agreement.

4. The City will pay the full premium for dental, orthodontic, and vision insurance for Employees and their qualified dependents.

5. Employees covered by health insurance from a different source, such as through a spouse's employment, may receive a maximum of \$500.00 per month in lieu of accepting health insurance coverage from the City. The City will require such Employees to provide proof that they are receiving health insurance from an alternate source before they may receive this benefit.

6. The parties agree to a reopener regarding this section during the term of this Agreement to review alternative health insurance plans and accompanying premium costs.

G. Life Insurance

The City shall provide and pay the full cost of a \$25,000.00 term life insurance policy for each Employee.

H. Worker's Compensation

The City will provide covered police officers with workers' compensation benefits pursuant to California Labor Code section 4850, *et. seq.*, or as otherwise required by law.

I. Long Term Disability

The City shall provide long term disability benefits pursuant to the City's current policy and plan provider.

J. State Disability Insurance

The City shall pay the full cost of Employees' State Disability Insurance ("SDI").

K. Retirement

The City shall continue to provide a retirement plan and will contribute five percent (5%) of a participating Employee's base salary, contingent on a participating Employee contributing at least three percent (3%) of his/her base salary within the plan.

L. Bilingual Pay

Those Police Sergeants, Corporals, or Officers proficient in Spanish shall be eligible for a bilingual pay incentive of three (3%) in addition to his/her base pay. In order to qualify for this incentive, the employee must have skills sufficient to pass a certified competency language examination as determined by the City. Additionally, re-testing may be required at the discretion of the City.

M. Court Standby/On-Call Pay

Employees in such Court Standby/On-Call status shall be paid as follows:

Two (2) hours when on standby/on-call from 8:00 a.m. – 12:00 p.m.

Two (2) hours when on standby/on-call from 1:00 p.m. – 5:00 p.m.

These hours shall not be added to the base salary of employees for purpose of calculating overtime and are not considered hours worked.

Court Standby/On-Call pay shall be defined as an employee who is required to remain on call, is not working, and is within one (1) hour of court.

N. Court Time

Court time compensation shall apply to those appearances in court as witness to testify as to matters discovered in the course of duty when such appearances are outside the employee's working hours.

Compensation for Court Time shall be the greater of:

- a) Minimum of two (2) hours overtime; or
- b) Time spent at the work location

O. Night Shift Differential Pay

An employee who is regularly assigned to work night shift is eligible to receive night shift differential pay in addition to the employee's base salary. If the employee's shift is regularly scheduled to start at 6:00 p.m., the employee will receive shift differential pay of one dollar (\$1.00) per hour for all hours actually worked that shift. The night shift differential pay will be paid only to an employee who is regularly assigned to the night shift starting at 6:00 p.m. and who actually works such shift.

P. Canine Officer Assignment

K-9 Handler must possess a certified K-9 and be assigned to K-9 Handler duty. The certification must be provided by a certified handler from another Police agency who has the authority to do so. Officers performing the assignment of Canine Officer are entitled to compensation for the off-duty time spent caring for and maintaining the canine and the canine vehicle/equipment. The City and Mendota Police Association acknowledged that the FLSA, which governs the entitlement to compensation for canine duties and care, entitles the parties to agree to the approximate amount of off duty time spent for the performance of canine duties and care. The FLSA also allows the city and the Association to agree upon appropriate compensation for the performance of canine duties and care.

Following an investigation into the pertinent facts, including an inquiry of the officers assigned to canine special assignment and consultation with Canine Officer's supervisors, the parties agree in good faith that 15 minutes per day is a reasonable approximation of the off-duty time a Canine Officer spends caring for, grooming, feeding and training the Canine and maintaining and cleaning their Canine vehicle/unit. The City and Association also agree and understand that a lot of the ancillary duties required of a canine handler can be done while on-duty. The City and Association understand and agree that this additional compensation is intended to compensate canine officers for all off-duty hours spent caring for, grooming, feeding, exercising, following health care instructions, cleaning of kennel and patrol vehicle and otherwise maintaining their canine unit, in compliance with the FLSA and interpretive case and rulings.

The City and Association believe and agree that a 5% stipend above the Canine Handlers base salary is fair and reasonable compensation for the above described extra duties. Therefore, the City will pay the canine officer while in custody of a City owned canine, an additional 5% above base pay per month for "canine maintenance." The City and Association agree that all medical/veterinary expenses will be covered by the City following approval by the Chief of Police. In the event of a medical emergency or other unusual circumstances requiring extraordinary care for the canine, the canine officer must notify the Department of the additional time that he/she is required to spend with the canine beyond their regularly scheduled shift. The City and Association agree that the City will be responsible for the purchase of all necessary supplies such as a quality dog food, collars, leashes, vest, chew toys, and incidentals to be approved by the Chief of Police in advance.

The City and Association agree that any required off-duty training, actual training with an outside vendor (off-duty), is not covered under the 5% stipend and the canine handler is permitted to receive overtime at the rate of time and one-half (1 ½) of the Canine handlers base pay.

Assignment of this position is at the discretion of the Police Chief. Selection for canine assignment may not be appealed or grieved. The Police Chief or his designee has the sole discretion and authority to establish and or modify policies and procedures for canine assignments.

ARTICLE VII (MISCELLANEOUS)

A. Layoff

Layoffs and re-employment following a layoff will be handled in accordance with the City's Personnel Rules, Section VI (Layoff Procedures).

B. Lockout and Strike

No lockout of Employees shall be instituted by the City during the term of the Agreement. Association members warrant that there will be no strike, slowdown, sickout or "blue flu" of any kind or a refusal or failure to fully and faithfully perform job functions and responsibilities by Association officers or members during the term of this Agreement.

C. Savings

If any provisions of this Agreement or any application(s) thereof to any Employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum permitted by law, but all other provisions or applications shall continue in full force and effect.

D. City of Mendota Personnel Rules -Incorporation by Reference

The City of Mendota Personnel Rules are hereby incorporated herein by this reference unless the terms and conditions of this MOU have specifically addressed any rules and modified their application. The City will abide with any and all requirements provided by law pursuant to the Public Safety Officers' Procedural Bill of Rights, Government Code sections 3300 *et. seq.* ("POBR").

E. AB 119 Compliance

This provision applies to all new employees hired into Association bargaining unit positions and is intended to comply with the provisions of AB 119.

1. The City will provide the Association with not less than ten (10) calendar days' advance written notice of the time, date and location of all new employee orientation meetings, unless an urgent and unforeseeable need for a new employee orientation meeting precludes the City from providing the Association with ten (10) calendar days' advance notice. The advance notice will include the number of Association bargaining unit employees attending the orientation meetings. The City will make reasonable effort to comply with the 10-day advanced notice, however, in the event that a candidate completes the pre-employment process and is then scheduled to begin work sooner than ten (10) days from being cleared to start, notice will be provided as soon as reasonably possible. Notice will be made by way of email to a contact person of the Association's choice.
2. At the end of the new employee orientation meeting or Onboarding process, the Association will be given fifteen (15) minutes as part of the new employee orientation meeting or Onboarding process to present Union membership information to employees in the Association's bargaining unit. No more than two (2) representatives of the Association may present the information to the employee(s). The Association representatives who will present information at the new employee orientation meetings may do so while on duty and in uniform, provided the Association advises the Chief of Police of the names of the employee(s) who will be presenting information on behalf of the Association at the new employee orientation meetings.
3. The purpose and content of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Association's portion of the orientation.
4. The above provisions shall in no way impact or delay the hire of any employee.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Association is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the City that is close in time to the original orientation. Attendance includes the Association's portion of the orientation.

5. Information Provided

The City will provide the Association with a digital file via email to the email address designated by the Association containing the following information to the extent the City has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the City (new hires only)
- Home address

Such information will be provided in a manner consistent with Government Code Section 6207 for a participant in the address confidentiality program established pursuant to Chapter 3.1 (commencing with Government Code Section 6205) of Division 7, and in a manner consistent with employee privacy requirements described in *County of Los Angeles v. Los Angeles County Employee Relations Com.* (2013) 56 Cal.4th 905.

Subject to the foregoing paragraph, such information will be provided as follows:

- For new hires, within thirty (30) days of the date of hire or by the first pay period of the month following hire.
- Regularly, for all bargaining unit employees on each calendar year quarter.

ARTICLE IX (TERMINATION)

This Agreement shall remain in full force and effect through the term of the Agreement and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of desire to modify this Agreement within ninety (90) days prior to its expiration.

During the life of the Agreement, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in the Agreement, such party shall request in writing to meet and confer on the item. Each item shall be specified in writing prior to the meeting. This provision shall not create the right to renegotiate this Agreement.

ARTICLE X
(EXECUTION)

FOR THE CITY OF MENDOTA:

FOR THE UNION/ASSOCIATION:


Cristian Gonzalez, City Manager

David Maldonado, Vice-President
Mendota Police Officer's Association

Dated: _____

Dated: _____


John Kinsey, City Attorney



Mike Eggener, Senior Business Rep.
Operating Engineers Local Union No. 3

Dated: _____

Dated: _____



Allen Dunbar, Business Representative
Operating Engineers Local Union No. 3

Dated: July 6, 2021

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: MANAGEMENT RESOLUTION EXTENSION
DATE: JULY 13, 2021

ISSUE

Shall the City Council adoption Resolution No. 21-50, revising the Management Benefit Resolution?

BACKGROUND

The current Management Benefit Resolution allows for an annual consideration of benefits and wages due to its year-to-year agreement. The City and Unrepresented Management group have met and conferred in good faith and have arrived at an agreement to extend the existing benefit resolution for two-year without an annual consideration during that time.

ANALYSIS

As a result of the American Relief Plan (ARP), the City was notified that it would receive an allocation of 2.7 million dollars. An eligible expense under these funds is premium pay. The City negotiated and reached an agreement to utilize a portion of the ARP funds to pay for premium pay for employees who actually worked in person, interacting with other individuals and/or handling items that were handled by others from the start of the declared pandemic through June 30, 2021. The agreement reached is to enter into a two-year agreement and utilize up to \$12,500 per employee for each hour actually worked at a rate of \$13 per hour. This will exclude any hours that an employee was off of work on paid or unpaid leave and will also exclude any time teleworked per the ARP guidelines. The maximum payment of \$12,500 will be for the employees actively employed and covered by the unrepresented management group at the time of payment, contingent on the employee being employed by the City at the time of the payment. Further, the maximum benefit amount is \$12,500, which includes the roll up costs associated with the lump sum and the breakdown is as follows: \$11,408.75 is the maximum amount to be paid to employees and \$1,091.25 is the maximum amount the City will use to pay for the City's roll up costs associated with this premium payment, totaling \$12,500. The City's rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position, per lump sum pay. The roll up cost for any employee that worked less than 961.5 hours during the time frame abovementioned, will be computed utilizing the same breakdown of FICA 6.20%, SDI 1.08%, and Medicare at 1.45% of the total benefit earned.

FISCAL IMPACT

There will be no fiscal impact since the funds used to for the premium pay will be paid as a pass through from the American Relief Plan funds that have been allocated to the City of Mendota.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-50, revising the Management Benefit Resolution.

Attachment(s):

1. Resolution No. 21-50

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER OF REVISING THE
MANAGEMENT BENEFIT RESOLUTION**

RESOLUTION NO. 21-50

WHEREAS, the City Council of the City of Mendota has adopted resolutions setting the compensation of non represented City employees, hereinafter "Management Employees"; and

WHEREAS, the City Council of the City of Mendota wishes to modify the benefits and compensation of Management Employees, as set forth by resolutions 14-13, 15-49, 18-26, 19-22, and 19-43.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mendota that the compensation and benefits policy for Management Employees is set, established, and modified to read in full as follows:

- 1) **PERSONNEL RULES:** Mendota Personnel rules, adopted March 22, 2016, by Resolution 16-14 are enforceable and incorporated herein by reference.
- 2) **SALARY SCHEDULE:** Rates for "Employees" shall be as set forth in a Step Plan to be revised by population periodically based on salary survey of like cities.
- 3) **COLA:** Management Employees shall receive an annual cost of living salary increase of:

The City will issue a retroactive lump sum payment to all current management employees covered by this resolution at a rate of \$13 per hour actually worked in person, excluding time off regardless if paid or not and also excluding anytime teleworked, during the start of the pandemic through June 30, 2021 up to a total of \$12,500 per current employee at time the payment is issued, which is anticipated to be mid-late July or early August. If any management position was filled by promotion by an employee that worked for the City of Mendota during the pandemic, the City will count hours worked as a City employee during the pandemic retroactively in addition to the hours worked as a management employee for payment of this retroactive premium pay up to the cap of \$12,500.

The City wants to clarify that payment will be made for each eligible and current employee, at the time of payment distribution. Further, the maximum benefit amount is \$12,500, which includes the roll up costs associated with the lump sum and the breakdown is as follows: \$11,408.75 is the maximum amount to be paid to employees

and \$1,091.25 is the maximum amount the City will use to pay for the City's roll up costs associated with this premium payment, totaling \$12,500. The City's rollup costs of \$1,091.25 is computed by the following breakdown: FICA 6.20%, SDI 1.08%, and Medicare at 1.45% per position, per lump sum pay. The roll up cost for any employee that worked less than 961.5 hours during the time frame abovementioned, will be computed utilizing the same breakdown of FICA 6.20%, SDI 1.08%, and Medicare at 1.45% of the total benefit earned.

Maximum benefit breakdown is noted below:

American Rescue Plan	Roll Up Costs	Total
\$11,408.75	\$1,091.25	\$12,500.00
		FT
FICA	6.20%	\$775.00
SDI	1.08%	\$135.00
Medicare	1.45%	\$181.25
	Total	\$1,091.25

In good faith, with the City expecting to receive the funds in the middle of July, the City foresees August 5, 2021 as the latest day for payment to be issued to employees, however the City will issue payment to employees the first payroll after receiving the funds, which may be a sooner date.

4) **TOTAL COMPENSATION:** All compensation paid to or on behalf of all City Employees, including benefits, insurances, shall be considered a part of Employees total compensation package. The Management Compensation Plan shall apply to all employees classified as "Management". Such Employees shall continue their eligibility for existing or future compensation programs, which may be applicable to other Employees unless made inapplicable by Council action.

5) **STEP INCREASES:** Management Employees shall be evaluated annually no later than the anniversary date of the employee's appointment to his/her position by the City Manager. Employees who receive "satisfactory" or better on their overall evaluation shall receive a step increase consistent with the Step Plan.

6) **PENSION PLANS:** The benefit contract in effect between the City of Mendota and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2% at age 62. The employee will make the full employee contributions to the plan. The employer will make the full employer contributions to the plan.

All new employees hired on or after January 1, 2013 and are new Miscellaneous members of Public Employees Retirement System (PERS), pursuant to the Public Employee's Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS

Miscellaneous 2% @ 62 Retirement Plan. All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code.

The City shall maintain the existing Section 401(k) Pension Plan. Employees are eligible to make contributions after 6 months of regular full-time employment.

For safety personnel who is excluded from the CalPERS contract, the City will contribute 5% of each participating employee's base salary, contingent on participating employee contributing at least three percent (3%) of his/her base salary within the plan.

SDI: City shall pay the full amount of Employee's S.D.I.

7) ADMINISTRATION DAYS: Employees shall receive ten (10) Administrative leave days on July 1st of each fiscal year. Unused leave can either be paid out once during the fiscal year or up to 20 hours of unused administrative leave may be carried over to the following fiscal year.

8) VACATION: Vacation shall accrue at the rate of 6.666 hours per month. Employees with at least 5 years plus one day of service shall accrue vacation at the rate of 10 hours per month to be carried over annually. Management employees may receive payment at their regular salary rate of up to 80 hours of accrued vacation time per fiscal year.

9) SICK LEAVE: Employees shall accrue eight (8) hours per month accumulated sick leave. Employees who become ill while on vacation may charge their sick leave accounts for the time sick. Sick leave to be carried over annually.

10) BEREAVEMENT LEAVE: Employees shall be entitled to use up to 24 hours bereavement leave for each occurrence, not to exceed a total of 48 hours, upon approval of City Manager.

11) UNUSED SICK LEAVE: Upon death, retirement, resignation, layoff, or termination, unused accumulated sick leave shall be paid at the Employee's last salary rate as follows: More than 5 years City service: 25%; more than 10 years City service: 35%; more than 20 years City service: 50%.

12) HOLIDAY: Employees shall have thirteen (13) 8-hour and three (3) 4-hour paid Holidays annually, and any day or part of day declared by the President of the United States or Governor of California to be a national day of mourning or celebration. Holidays shall be same as for Represented General Employees, and if additional Holidays are added, Management Employees shall have their Holidays match. In the interest of maintaining a minimum level of service to the community, management employees may be required to work on a declared day of mourning. The employee will be compensated at their regular rate of pay but shall be entitled to eight (8) hours of compensatory time off to be taken at the Employees discretion with approval of the City Manager.

13) FLOATING HOLIDAY: Employees shall receive one 8-hour day of floating holiday leave on July 1st of each year. Unused floating holiday leave will be paid out once per fiscal year.

14) HEALTH BENEFITS: Employees shall receive fully paid City health benefits for themselves and their dependents which shall include: Medical, Dental, and Vision. Plans should be equal to or better than what plans represented General Employees receive. Employee covered by Health Insurance from different source other than City may elect to receive payment in lieu of coverage in the amount of \$500.00.

15) LIFE INSURANCE: Employees shall receive a Fifty-Thousand-dollar (\$50,000.00) Term Life Insurance Policy, paid by the City.

16) EDUCATIONAL REIMBURSEMENT PROGRAM: Employees shall be reimbursed for tuition and book expenses actually incurred (\$334 per academic term, not to exceed \$1,000 per fiscal year) for attending classes on their own time, which would be a direct benefit to the individual employee and the City, as approved by the City Manager. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition and/or book expenses paid to said employee within the past 12 months shall be returned to the City by resigning employee.

17) OVERTIME: Employees are "Management Personnel" and are not eligible for overtime pay.

18) REST PERIODS: Employees shall be allowed rest periods not to exceed fifteen (15) minutes each, once before lunch and once after lunch, during work shift without loss of pay.

19) HOURS OF WORK: Daily hours of work for employees shall be assigned by the City Manager as required to meet the operational needs of the City. City Hall Management staff 8:00 a.m. to 5:00 p.m. Public Works Director and Building Inspector, Public Works Superintendent shall maintain similar hours as Public Works staff or as assigned by the City Manager.

20) CITY AND PERSONAL VEHICLE: A City vehicle and fuel will be assigned to the City Manager, the Chief of Police, the Police Lieutenant, the Public Works Director, Public Works Superintendent, Chief Plant Operator, Public Utilities Director, and the Building Inspector for his/her use in performing his/her official duties that, except as otherwise authorized by the City Council, shall be returned to the city yard at the earlier of the end of the shift or performance of such official duties.

A City vehicle and fuel will be available to management staff not assigned a City vehicle, to use for City business. In the event that a City vehicle is not available, employee's use of personal vehicle for City business shall be compensated at a rate established by the IRS mileage rate.

The City Manager, Public Works Director, Chief of Police, and Police Lieutenant are permitted to use such assigned vehicles to commute between work and personal residence.

21) LEAGUE AND DEPARTMENT CONFERENCES: Employees are authorized to attend appropriate meetings and conferences relating to their employment activities and to be given a flat rate per diem rate, lodging, and mileage, as set by City Council.

22) ANNUAL RECONSIDERATION: The above listed items to remain in force. Employees and the City Council agree that employees will not make any additional requests pertaining to this benefit resolution for two fiscal years (FY21/22 and FY22/23) and will reopen discussions on or about May 1, 2023 for considerations that will take effect on July 1, 2023 regarding the Management Employee's Compensation and Benefit Plans and to make changes or additions with a new resolution amending this resolution.

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 13th day of July 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 ENTRANCE INTO AN AGREEMENT WITH RRM DESIGN GROUP FOR SERVICES NEEDED FOR THE MENDOTA POLICE DEPARTMENT PROJECT
DATE: JULY 13, 2021

ISSUE

Should the City Council adopt Resolution No. 21-51, approving entrance into an agreement with RRM Design Group for services needed for the Mendota Police Department Project?

BACKGROUND

In 2016 the City of Mendota (the “City”) received funding for the construction of a new police department. Since then, there has been ongoing discussions regarding the development of a combined City Hall and Police Station building (the “Project”) and the Council has decided to move forward with the construction of the Project.

Since 2020, the City has contracted with various firms including program management services, a financial advising firm, as well as other firms to prepare necessary documentation and provide necessary services for the issuance of bonds to refund and prepay outstanding City obligations and to finance the Project.

ANALYSIS

The proposed agreement with RRM Design Group (“RRM”) would authorize RRM to provide design and construction services for the Project, including providing a planning and preliminary project assessment, preparing design development and construction documents, assisting during the bidding phase, and assisting during construction and project completion phases.

FISCAL IMPACT

Approximately \$495,015 to be paid through existing Project funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-51, approving entrance into an agreement with RRM Design Group for services needed for the Mendota Police Department Project.

Attachment(s):

1. Agreement with RRM Design Group
2. Resolution No. 21-51



June 25, 2021

Transmitted via email: jeff@tamkin.com

Client, Owner, and Payee:
Christian Gonzalez, City Manager
City of Mendota
643 Quince St,
Mendota, CA 93640

Developer and Program Manager:
Jeff Tamkin, President
Public Facilities Investment Corporation (PFIC)
11755 Wilshire Boulevard, Suite 2350
Los Angeles, CA 90025

**RE: Mendota City Hall and Police Station Construction Documents
Proposed Scope of Services**

Dear Mr. Gonzalez and Mr. Tamkin,

RRM Design Group (RRM) thanks you for the opportunity to support the City of Mendota and Public Facilities Improvement Group (PFIC) in the process to design such an important project for the City. We look forward to continuing to work with the City, PFIC, and stakeholders on seeing this project through.

PROJECT UNDERSTANDING

We understand the City of Mendota wishes to design and construct a new needed city hall and police station based on the approved concept design prepared previously.

RRM has provided a scope of services based on general direction from PFIC and recommended services.

It is understood that the contract will be held by the City and invoices will be paid directly by the City of Mendota, legal owner of the property. PFIC will be copied on and review invoices.

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



SCOPE OF SERVICES

Task 1: Planning and Preliminary Project Assessment

Subtask 1.1: Schematic Design

Task 2: Design Development and Construction Documents

Subtask 2.1: Design Development

Subtask 2.2: Construction Documents

Subtask 2.3: Permitting

Task 3: Bidding Phase

Subtask 3.1: Bidding

Task 4: Construction and Project Completion

Subtask 4.1: Construction Administration

Subtask 4.2: Record Drawings and Project Closeout

Task 1: Planning and Preliminary Project Assessment

Subtask 1.1: Schematic Design

Based on the conceptual design package previously approved, RRM will prepare schematic plans and an entitlement set for City approval.

Objectives:

- *Gather site information and prepare schematic plans including level 1 systems coordination to identify and resolve any major conflicts*
- *To obtain stakeholder and City approval on the project requirements and exterior design aesthetics*
- *Assist with the selection of a Construction Manager At Risk for design assistance and construction of the project*



Deliverables:

- *Project schedule*
- *Drawings to support site design application*
- *One (1) architectural site plan*
- *One (1) architectural floor plan*
- *One (1) architectural reflected ceiling plan*
- *One (1) architectural roof plan*
- *One (1) set of architectural building elevations*
- *One (1) set of architectural building sections*
- *One (1) landscape plan*
- *One (1) grading and drainage plan*
- *One (1) structural foundation and floor plan*
- *One (1) electrical site and floor plan*
- *One (1) mechanical floor and roof plan*
- *One (1) exterior materials board*

Meetings:

- *One (1) working project status meeting to review the schematic drawings (remote meeting)*
- *One (1) draft final design review meeting and presentation*
- *One (1) planning commission approval meeting (if required)*
- *One (1) day of CMAR interviews*

Client Participation:

- *Attendance at working project status meetings*
- *Attendance at planning approval meetings*
- *Provide timely decisions regarding the design*
- *Assistance with preparation and processing of planning application*

Task 2: Design Development and Construction Documents

Subtask 2.1: Design Development

Based on the conceptual design documents and project budget, RRM and our consultant team will develop the building systems for the project. In the design development task, the architectural and engineering team will design a layout of the basic engineering systems.

Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long-term costs, sustainability, and other priorities identified in the program. We recommend a careful analysis at this stage to develop the most energy efficient design possible.



Objectives:

- *Work with the PFIC and City to review the project design and budget to align with short and long-term expectations*
- *Develop 100% design development package to include:*
 - *Architectural and engineering drawings*
 - *Outline specifications*

Deliverables:

- *One (1) set of design development drawings*
- *One (1) set of design development outline specifications*
- *One (1) interior finishes materials board*

Meetings:

- *One (1) design development progress/coordination meeting (remote)*
- *One (1) meeting to review the design development package*

Client Participation:

- *Attend scheduled design development meetings*
- *Provide timely decisions regarding the design*
- *Review and approval of design development package*

Subtask 2.2: Construction Documents

Based on the approved design development drawings, specifications, and the construction cost estimate, RRM and our consultants will proceed with the preparation of the Construction Documents.

Objectives:

- *Develop 100% construction documents package for permit submittal to include:*
 - *Architectural drawings*
 - *Civil engineering drawings provided by developer's contracted engineer*
 - *MEP engineering provided by RRM's outside consultants*
 - *Landscape architecture provided by in-house team*
 - *Specifications*
 - *Title 24 reports*
 - *Structural calculations*
- *RRM in-house QA/QC process*

Deliverables:

- *One (1) 90% construction document package (for Client review and permit submittal)*
- *Progress certification to City – via digital submittal and conference call. Additional meeting as optional task, as needed*



Meetings:

- One (1) meeting to review City team comments to the 90% construction document set

Client Participation:

- Attendance of City/RRM team meetings
- Provide timely decisions regarding design and cost
- Provide Standard Division 1 and General Condition specifications

Furnishing and Equipment Note: It is assumed in this process that RRM will specify most equipment in the specifications in conjunction with the City; they can be Client provided or contractor provided. The communications, radio equipment, A/V, and security equipment and design installation is assumed a separate vendor that the City will hire/is contracted with. RRM will coordinate with that vendor in the design process to define contractor installed conduit to support vendor installed wire and equipment.

Subtask 2.3: Permitting

RRM will submit the 100% construction documents to the City Building Department for plan check review at the end of the construction document task. RRM will respond to the plan check comments received in writing and prepare documentation to achieve permit-ready status. During this task, modification to the documents may also occur as a result of City team review comments and RRM's in-house QA/QC process. RRM will incorporate City agency plan check, RRM in-house QA/QC, and City review comments into the 100% construction document set for the project bidding process.

Objectives:

- Submit to City for building permit
- Respond to plan check comments

Deliverables:

- One (1) set of 100% construction documents submittal for bidding (Building Department comments included)

Meetings:

- One (1) meeting to review plan check comments with the Building Department

Client Participation:

- Payment of plan check fees
- Attendance of RRM/agency meetings



Task 3: Bidding Phase

Subtask 3.1: Bidding

RRM and our consultants will assist during the final CMAR contract phase by participating in a pre-bid conference, evaluating and advising the City and PFIC with regards to substitution requests, and responding to questions from prospective bidders (subcontractors) in the form of an addendum.

This task is assumed to complete after or concurrently with permitting. RRM will assist in value engineering options only as limited to substitutions to in-kind as designed systems.

Objectives:

- *Respond to bidder questions*
- *Prepare one (1) addendum*

Meetings:

- *One (1) pre-bid conference with prospective bidders/subcontractors*
- *One (1) bid opening*

Client Participation:

- *Attendance at the pre-bid conference*

Task 4: Construction and Project Completion

Subtask 4.1: Construction Administration

RRM and our consultants will assist during the construction phase by reviewing and responding to contractor submittals and requests for additional information, reviewing and responding to requests by the City or contractor for changes in the work, observing and advising regarding the construction progress and conformance to the contract documents. We will attend regular progress meetings and assist the City in the preparation of a punch list and will advise the City on the status of the project with respect to substantial completion and final completion.

Objectives:

- *Respond to requests for information*
- *Issue supplemental information/instructions*
- *Review payment applications*
- *Review change proposals and change orders*
- *Prepare field observation reports when needed*
- *Prepare punch-list*
- *Attendance at construction project meetings: on-site once (1) per month or at special stages fifteen (15) visits total max.; remote call-in once (1) per month opposite of on-site visits*



Meetings:

- One (1) pre-construction meeting
- Twenty-six (26) on-site project meetings/construction observations
- One (1) preliminary punch list walk-through
- One (1) final construction completion meeting

Client Participation:

- Attendance at job site meetings

Subtask 4.2: Record Drawings and Project Closeout

RRM and our consultants will prepare a set of record drawings to include the revisions made during construction to provide PFIC and the City with a complete record of the project as completed.

Objectives:

- Review of contractor-provided record as-built drawings and operations and maintenance manuals

Deliverables:

- Initial record drawing set with contractor review markups and with RRM comments attached

Client Participation:

- Review and provide comment to initial record drawing set

Estimated Time Frame:

- Six (6) weeks

O: Optional Tasks

Subtask O.1: Cost Estimate

RRM will provide a schematic design level itemized and design development level construction cost estimate of the building and site construction costs including contractor's general conditions and escalation contingencies. RRM will review the cost estimate for conformance to the scope of the drawing package and present to the City and PFIC for alignment and cross reference with the CMAR's estimates.

Subtask O.2: Commissioning for Cal Green Code

RRM consultants will prepare the documentation for the commissioning document that is required by the California Green Building Code for buildings under 10,000 sf. This information will be provided as part of the permit submittal package. It is required for permit but the



Owner may choose to have it completed by a separate commissioning agent. RRM's mechanical consultant can provide this as part of the package.

Subtask O.3: Geotechnical Report

RRM and Consultants will provide preparation of the Geotechnical Investigation Report and services to prepare including field exploration and soil sampling, laboratory testing, engineering evaluation and report preparation. The report will further provide liquefaction evaluation and an estimate of the potential seismic-induced settlement. In addition, services provided in conjunction with the preparation of the Engineering Geology Investigation Report include a program of field reconnaissance and mapping, geologic and geotechnical site research, geologic and engineering analysis, and preparation of a final report.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Title report
- Payment of permit fees
- Geotechnical report
- Systems and equipment design and coordination not included in services

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- LEED documentation
- Design and documents of any off-site improvements beyond face of curb or at driveways
- Extension or repair of off-site utilities beyond the property line
- Community outreach meetings
- Removal or undergrounding of overhead utilities
- Commissioning for CalGreen or LEED
- Digital AutoCAD as-built drawings and files
- Stormwater Pollution Prevention Plan – provided by contractor
- Fire protection drawings and calculations – provided by contractor as deferred submittal
- Retaining wall design



- Temporary facilities
- Non-conventional structural foundation design such as caissons (standard soil conditions are assumed)
- Any soil contamination studies or investigation
- Any soil and geotechnical analysis or calculations
- CEQA clearance

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
Task 1	Planning and Preliminary Project Assessment	
1.1	Schematic Design	\$ 60,760
<i>Task 1 Subtotal</i>		\$ 60,760
Task 2	Design Development and Construction Documents	
2.1	Design Development	\$ 107,265
2.2	Construction Documents	\$ 167,435
2.3	Permitting	\$ 17,200
<i>Task 2 Subtotal</i>		\$ 291,900
Task 3	Bidding Phase	
3.1	Bidding	\$ 20,265
<i>Task 3 Subtotal</i>		\$ 20,265
Task 4	Construction and Project Completion	
4.1	Construction Administration	\$ 105,180
4.2	Record Drawings and Project Closeout	\$ 10,910
<i>Task 4 Subtotal</i>		\$ 116,090
SUMMARY OF FEES:		\$489,015
Estimated Reimbursable Expenses:		\$6,000
ESTIMATED PROJECT TOTAL:		\$495,015
Optional Tasks		
O.1	Cost Estimate	\$ 19,843
O.2	Commissioning for Cal Green Code	\$ 11,970
O.3	Geotechnical Report	\$ 14,750



Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses

All expenses will be reimbursed pursuant to the rates, terms, and conditions in the attached Exhibit A-1.

EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

A handwritten signature in black ink, appearing to read 'CD'.

Charles Dellinger, AIA, PMP, LEED AP
Senior Project Manager
CA License No. C31916

A handwritten signature in black ink, appearing to read 'Mike Scott'.

Mike Scott, LEED AP
Principal
CA License No. C31544

Attachment: Exhibit A-1



The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing E-mail (Please identify person's name and e-mail address to receive electronic invoices.)

Billing Address (if different from mailing address)

Tasks Authorized (All tasks authorized unless otherwise noted.)

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
ENTRANCE INTO AN AGREEMENT WITH
RRM DESIGN GROUP FOR SERVICES NEEDED
FOR THE MENDOTA CITY HALL AND
POLICE DEPARTMENT PROJECT**

RESOLUTION NO. 21-51

WHEREAS, in 2015, the City of Mendota (“City”) purchased the real property located at the corner of Riofrio Street and 7th Street for the purpose of constructing a new City Hall and Police Department building (“the Project”); and

WHEREAS, in 2020, the City contracted program management services to provide preliminary development and program management services, conduct a needs assessment, and calculate cost estimates for the Project; and

WHEREAS, in April 2021, the City contracted a financial advising firm to perform general financial consulting services relating to the Project; and

WHEREAS, in June 2021, the City approved contracting with various firms to prepare necessary documentation and provide necessary services for the issuance of bonds to refund and prepay certain outstanding obligations and to finance the Project; and

WHEREAS, the City also seeks to contract with RRM Design Group to provide design and construction services for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves entrance into an agreement with RRM Design Group for services needed for the Project and authorizes the City Manager to sign all necessary documents.

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 13th day of July, 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 HAAKER EQUIPMENT COMPANY FOR A SEWER COMBINATION UNIT TRUCK AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS
DATE: JULY 13, 2021

ISSUE

Should the City Council adopt Resolution No. 21-52, approving the proposal submitted by Haaker Equipment Company for a sewer combination unit truck and authorizing the City Manager to execute all necessary documents?

BACKGROUND

On June 17, 2021, staff issued a Request for Proposals (“RFP”) for the purchase of a sewer unit combination truck. The RFP was advertised on the City’s website and a public notice was published in the Firebaugh-Mendota Journal inviting interested parties to submit a proposal.

On Monday, July 6th at 2:00 p.m., the public bid opening was held in the City Council Chambers. A total of four (4) proposals were received by the deadline and they are as follows:

CONTRACTOR	TRUCK PRICE	TOTAL (with taxes and fees)
Haaker Equipment Company	\$419,922.00	\$453,486.36
Municipal Maintenance Equipment	\$430,151.17	\$464,473.23
Terry Equipment, Inc.	\$436,009.00	Not provided
WECO Industries	Not Provided	\$477,602.91

ANALYSIS

The lowest, responsible proposal was submitted by Haaker Equipment Company for a total of \$453,486.36, and they are able to deliver the truck within 15-30 days from the execution of the necessary documents.

Mendota Municipal Code Section 2.48.100(A) requires that the City Council award contract that exceed five thousand dollars (\$5,000.00). As such, staff recommends that the City Council discuss and consider approving the proposal submitted by Haaker Equipment Company.

FISCAL IMPACT

A total of \$453,486.36 to be paid by the Sewer fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-52, approving the proposal submitted by Haaker Equipment Company for a sewer combination unit truck and authorizing the City Manager to execute all necessary documents.

Attachment(s):

1. Haaker Equipment Company Proposal
2. Resolution No. 21-52



City of Mendota
Fresno County, California

Request For Proposals
Purchase of One (1) New Sewer Combination Unit Truck

June 17, 2021

City of Mendota
Purchase of New Sewer Combination Unit Truck
Notice and Invitation to Bidders

NOTICE IS HEREBY GIVEN that sealed bids for the purchase of new sewer combination unit truck, will be accepted at the office of the City Clerk of the City of Mendota at 643 Quince Street, Mendota, California 93640 until 2:00 p.m. on July 6, 2021, at which time they will be publicly opened and read aloud.

The contract for the work advertised will be awarded to the lowest responsive, responsible bidder. The right is reserved to reject any and all proposals. The right is reserved to waive minor irregularities in the proposal.

PROJECT DESCRIPTION: Provide a new sewer combination unit truck delivered to the City of Mendota in accordance with all provisions within the specifications.

BID DOCUMENTS: Bid documents may be obtained from Mendota City Hall, at 643 Quince Street in Mendota, CA 93640.

CONTRACT AWARD: If a contract is to be awarded, the City will give the successful Bidder a Notice of Award. The successful Bidder shall furnish to the City, within ten (10) calendar days of receipt of such notice the fully executed contract.

Questions during the bidding process shall be directed to Cristian Gonzalez, Public Works Director 643 Quince Street, Mendota, CA 93640, (559) 860-8882, or cristian@cityofmendota.com.

**CITY OF MENDOTA
REQUEST FOR PROPOSALS FOR THE PURCHASE OF
ONE (1) NEW SEWER COMBINATION UNIT TRUCK**

INTRODUCTION/PROJECT DESCRIPTION

The City of Mendota ("City") is seeking proposals from qualified respondents to provide a new sewer combination unit truck for the Public Works Department.

PROPOSAL SUBMISSION

The City of Mendota will accept sealed proposals no later than 2:00 p.m. on Tuesday, July 6, 2021. Each Proposal must be submitted in a sealed envelope, addressed to the address and contact person listed below. Each sealed envelope must be clearly marked on the outside with the words "sewer combination unit proposal". If submitted by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the City of Mendota.

PURCHASE OF ONE (1) NEW SEWER COMBINATION UNIT TRUCK

**City of Mendota
ATTN: Cristian Gonzalez, City Manager
643 Quince Street
Mendota, CA 93640**

PROPOSAL DEADLINE: 2:00 P.M., JULY 6, 2021

The City will not accept late or faxed proposals. No bid proposal will be considered for award unless submitted on the Bid Proposal Form furnished by the City of Mendota. Forms should be completed and signed by the bidder and delivered prior to the time and date specified in this Request for Proposals (RFP).

The contact person for questions regarding equipment specifications is Mark Banuelos, Public Works Superintendent and he may be reached at (559) 577-7012 or by email at mark@cityofmendota.com.

The attention of bidders is especially directed to the specifications which, in addition to the bid proposal and these instructions, are the basis for evaluation and will be part of any contract with the successful bidder. Any deviation from the specifications in this document shall be proper reason for rejection of all or any part of the bid proposal. The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with the requirements prescribed. It is the intent of the City to award the respondent whose proposal is the most advantageous to the City from the standpoint of suitability to purpose, quality, services,

previous experience, price, date of delivery, and to accept the bid that is in the best interest of the City.

TERMS OF DELIVERY/PAYMENT

The selected respondent must deliver by transporting the specified vehicle to the City of Mendota, Public Works Corporation Yard located at 912 Marie Street, Mendota, CA, 93640. Upon delivering the vehicle, the respondent must ensure starting and testing all machinery to the purchaser's satisfaction; and conducting such orientation to the equipment as shall be applicable to its safe operation and maintenance requirements under conditions of warranty. Payment will be made within thirty (30) days after the truck has been delivered.

REQUIRED INFORMATION FOR ALL PROPOSALS

- Name and contact numbers, email, etc. for authorized respondent representative signing this proposal.
- Proof that the respondent's equipment meets or exceeds the specifications contained in this RFP, including specifications sheets for the model that will be delivered.
- One (1) copy of complete service, repair, and operations manuals.
- Signed copy of this RFP.
- Thirty (30) day guarantee of proposed terms and pricing.
- Respondent is to specify the date of delivery as part of the RFP package.

INFORMATION FOR BIDDERS

1. **SECURING DOCUMENTS:** Specifications and other contract document forms will be available and may be obtained from City of Mendota, 643 Quince Street, Mendota, CA 93640.
2. **PROPOSALS:** Bids to receive consideration shall be made in accordance with the following instructions:
 - a. Bids shall be made upon the Bid Proposal Form provided by the City of Mendota and be properly executed. Bids shall be written in ink or typed. Quotations are to be verified before submission as they cannot be corrected after bids are opened. The signature of all persons signing shall be in longhand. The completed proposal form shall be without interlineations, alterations, or erasures. No oral or telegraphic modifications will be accepted.
 - b. Before submitting a proposal, bidder shall carefully examine the Specifications, Terms and Conditions, and any other applicable documents. They shall fully inform themselves as to all existing conditions and limitations and shall include in the bid a sum to cover the cost of all items included in the Specifications.
 - c. The use of the name of a manufacturer or any special brand or make describing any item in the contract documents does not restrict bidder to that manufacturer

- or specific article. An equal of the named product will always be given due consideration.
- d. All equipment on which bids are submitted must in all cases be equal or better in quality and utility to those manufacturers or brands specified by the City.
 - e. The make or brand and grade of the article on which the bid is submitted should be stated in the bid form. When the make or brand and grade of the article is not stated, it will be understood to be a specific article named by the City.
 - f. No quotations shall include the Federal Excise Tax in as much as the City is exempt to such tax and will furnish appropriate tax exemption certificates on request.
 - g. All quotations shall be F.O.B. City location.
 - h. No charge for packing, draying, postage, express or for any other purposes will be allowed over and above the prices quoted on the bid sheet.
 - i. Bids shall be delivered or mailed to the City of Mendota, Attn: Celeste Cabrera-Garcia, City Clerk on or before the day and hour set for the opening of bids in the NOTICE TO BIDDERS published in the Firebaugh Mendota Journal. Bids shall be submitted in a sealed envelope clearly marked on the outside with the Project Name, Federal Project Number, the name and address of the bidder, and the date and hour of the bid opening. It is the responsibility of the bidder to see that their bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.
 - j. Each bidder shall submit on the Bid Proposal Form supplied herewith the total price for an outright purchase of the item(s) and its total cost for the entire specified term of the contract.
3. WITHDRAWAL OF BIDS: An authorized agent may withdraw a bid prior to the scheduled time for opening of bids by submitting a written bid withdrawal request at the location where the bid was submitted. After the bid opening time, you cannot withdraw a bid.
 4. OPENING OF BIDS: Bids will be opened and publicly read aloud at the time and place scheduled in the Notice to Bidder and this RFP.
 5. INTERPRETATION OF DOCUMENTS: If any person contemplating submitting a bid for this proposal is in doubt as to the true meaning of any part of the Specifications, or proposed documents, or finds discrepancies in or omissions from the Specifications, he/she may submit a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made only by addendum duly issued by the City, and a copy of such addendum will be mailed or delivered via email to each person receiving a set of such documents and posted on the City website

under the Notice to Bidders. The City will not be responsible for any other explanation or interpretation of the proposed documents.

6. BIDDERS INTEREST IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file or be interest in more than one bid.

TERMS AND CONDITIONS

1. Proposals are due at 2:00 p.m. July 6, 2021. Proposal packages must provide product detailed specifications and manufacturer warranties.
2. Coordinate the delivery schedule time frame with the Owner's agent.
3. Proposal shall remain valid for at least 30 days after the bid opening. No proposal may be withdrawn after the bid opening.
4. Proposals will be evaluated by the City of Mendota. If a bid proposal is found to be incomplete or not in compliance with the format required, it will not be submitted to the committee for evaluation. During the evaluation process, the City may find it beneficial to request additional information.
5. Failure to provide specification brochures may invalidate your proposal.
6. The City of Mendota reserves the right to reject any or all proposals or portions thereof. The right is also reserved to waive any minor irregularities in the RFP. The City will Award to the lowest responsible Bidder whose proposal is the most advantageous to the City from the standpoint of suitability to purpose, quality, services, previous experience, price, date of delivery, and to accept the bid that is in the best interest of the City.
7. Bidders shall have a contact person available to respond to questions from the City as needed regarding proposal prior to award.

**CITY OF MENDOTA
REQUEST FOR PROPOSALS FOR THE PURCHASE OF
ONE (1) NEW SEWER COMBINATION UNIT TRUCK**

BID FORM

Submittals must include all the following elements. Elaborately packaged or lengthy submittals are neither required nor desired. Submittals should be concise and contain relevant information by which the City can judge the qualifications of the Bidder.

IDENTIFICATION OF BIDDER: Submit a brief history of company, type of ownership, Corporation, Partnership, Tax I.D. Number, etc. on company letterhead and attach to this bid proposal sheet.

BRAND/MODEL:

- LITERATURE AND WARRANTY INFORMATION: Attach any manufacturer literature and warranty information to this proposal for item you are bidding on.
- ITEMIZED DESCRIPTION AND PRICING: List the product name/model number and include all applicable taxes and delivery charges and state each separately in the space below.

TOTAL PROPOSAL/COMPLETE PACKAGE PRICE: \$ 419,992.00 plus tax = \$453,486.36

Attach pages as necessary to detail the information and refer to them below:

2022 Kenworth T440 6x4 / Vactor 2112 Sewer Cleaner

Includes extended warranty on Vactor body - total 3 years

Specify Delivery Date: 15-30 Days

(F.O.B. City Corporation Yard, 912 Marie Street, Mendota, CA)

HAAKER

EQUIPMENT COMPANY

2070 N. White Avenue – La Verne CA 91750
909 598-2706 Fax: 909 598-1427

June 30, 2021

City of Mendota
643 Quince St.
Mendota CA 93640

RE: BID – PURCHASE OF ONE NEW SEWER COMBO UNIT TRUCK

Sales Tax id: 95-2756064

Haaker Equipment was established by John A. Haaker in 1972 with a simple plan and mission to provide the highest quality products and service to our customers through a team empowered to meet and exceed expectations. Haaker Equipment was established as a Corporation in September of 1972.

Today, we follow those same guiding principles, with a business that has evolved over the years. With humble beginnings in Santa Fe Springs in 1972 we quickly outgrew our first location and moved to Pomona, CA with a plan to add additional products to our lineup we saw continued growth and made a move to La Verne, CA and a 50,000 sq. ft. building. In 2010 the tragic loss of Bill Haaker forced us to all adjust quickly and adapt, his passion and integrity for the business will always remain a main stay at Haaker, but he is truly missed every day. With continued growth new leadership has emerged as third generation Robin & Jake Haaker are now owners and leaders within the organization.

Over the years we have maintained our core business within the municipal market selling Vector Sewer Cleaners, and Elgin Street Sweeper. However along the way other products have been added, including Total Clean Equipment which specializes in Industrial Floor Scrubbers and Sweepers, rental equipment, robotic sewer cameras, and much more.

Robin Haaker
President

LIMITED WARRANTY

Limited Warranty. Each machine manufactured by VACTOR MANUFACTURING (or, "the Company") is warranted against defects in material and workmanship for a period of 12 months, provided the machine is used in a normal and reasonable manner and in accordance with all operating, maintenance and safety instructions. In addition, certain machines and components of certain machines have extended warranties as set forth below. If sold to an end user, the applicable warranty period commences from the date of delivery to the end user. If used for rental purposes, the applicable warranty period commences from the date the machine is first made available for rental by the Company or its representative. This limited warranty may be enforced by any subsequent transferee during the warranty period. This limited warranty is the sole and exclusive warranty given by the Company.

STANDARD EXTENDED WARRANTIES (Total Warranty Duration)

<u>2100 Series, HXX Series and Jetters</u>	10 years against metal water tank leakage due to corrosion. Nonmetallic water tanks are covered for 5 years against any factory defect in material or workmanship.
<u>2100 Series, HXX Series and Guzzler only</u>	5 years against leakage of debris tank, centrifugal compressor or fan housing due to rust-through.
<u>2100 Series and Jetters</u>	2 years - Vactor Rodder Pump

Exclusive Remedy. Should any warranted product fail during the warranty period, the Company will cause to be repaired or replaced, as the Company may elect, any part or parts of such machine that the Company's examination discloses to be defective in material or factory workmanship. Repairs or replacements are to be made at the selling Company's authorized dealer's or distributor's location or at other locations approved by the Company. In lieu of repair or replacement, the Company may elect, at its sole discretion, to refund the purchase price of any product deemed defective. The foregoing remedies shall be the sole and exclusive remedies of any party making a valid warranty claim.

This Limited Warranty shall not apply to (and the Company shall not be responsible for):

1. Major components or trade accessories that have a separate warranty from their original manufacturer, such as, but not limited to, trucks and truck chassis, engines, hydraulic pumps and motors, tires and batteries.
2. Normal adjustments and maintenance services.
3. Normal wear parts such as, but not limited to, oils, fluids, vacuum hose, light bulbs, fuses and gaskets.
4. Failures resulting from the machine being operated in a manner or for a purpose not recommended or not in accordance with operating, maintenance or safety instructions provided by the Company.
5. Repairs, modifications or alterations without the express written consent of the Company, which in the Company's sole judgment, have adversely affected the machine's stability, operation or reliability as originally designed and manufactured.
6. Items subject to misuse, negligence, accident or improper maintenance.

NOTE The use in the product of any part other than parts approved by the Company may invalidate this warranty. The Company reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make the Company liable for loss, injury, or damage of any kind to any person or entity resulting from any defect or failure in the machine.

THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED, CONFERRED BY STATUTE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR A WARRANTY AGAINST FAILURE OF ITS ESSENTIAL PURPOSE, ALL OF WHICH ARE DISCLAIMED.

This warranty is in lieu of all other obligations or liabilities, contractual and otherwise, on the part of the Company. For the avoidance of doubt, the Company shall not be liable for any indirect, special, incidental or consequential damages, including, but not limited to, loss of use or lost profits. The Company makes no representation that the machine has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of the Company in connection with the sale, servicing or repair of any machine manufactured by the Company. Any legal action based hereon must be commenced within eighteen (18) months of the event or facts giving rise to such action.

The Company reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

GUZZLER

VACTOR MANUFACTURING
1621 S. Illinois Street
Streator, IL 61364

VACTOR

12-10-2019

VACTOR EXTENDED LIMITED WARRANTY

~ 2 YEAR – 3 YEAR – 4 YEAR - 5 YEAR ~

Each machine manufactured by VACTOR/GUZZLER MANUFACTURING (“VACTOR” or the “Company”) is warranted against defects in material and workmanship for a period of 12 months or 2000 hours provided the machine is used in a normal and reasonable manner. VACTOR offers for purchase a second, third, fourth and fifth year Extended Limited Warranty “ELW” for continuation of warranty coverage after the initial 12 month 2000 hour warranty has expired. The extended year(s) warranty is applicable only to the original user-purchaser for the period of the ELW that has been purchased (as measured from the date of delivery to the original user-purchaser) and is transferable by authorized dealer on units with extended warranty invoiced 5-15-2017 and beyond.

During the Extended Limited Warranty Period VACTOR will cause to be repaired or replaced, as the Company may elect, any part or parts such machine that the Company’s examination discloses to be defective in material or workmanship. Repairs or replacements are to be made at the selling VACTOR distributor’s locations or at other locations approved by VACTOR.

The VACTOR Extended Limited Warranty shall not apply to:

1. Major components or trade accessories such as but not limited to, chassis, auxiliary engines, blowers, and transfer cases, which carry a separate extended warranty offered by the original manufacturer (purchased direct and separate from VACTOR extended warranty).
2. Normal adjustments and maintenance services (note: the Extended Limited Warranty is not a maintenance agreement, nor a maintenance contract).
3. Consumable parts such as but not limited to, oils, fluids, filters.
4. Normal wear parts with an expected limited service life such as but not limited to, hydraulic hoses, suction hoses, tubes, seals, belts.
5. Failures resulting from the machine being operated in a manner or for a purpose not recommended by VACTOR.
6. Repairs, modifications or alterations made without the express written consent of VACTOR, which in the Company’s sole judgment, have adversely affected the machine’s stability, operation or reliability.
7. Items subject to and failures resulting from misuse, negligence, accident or improper maintenance.

NOTE The use in the machine of any part other than parts approved by VACTOR may invalidate this warranty. VACTOR reserves the right to determine, in its sole discretion, if the use of non-approved parts operates to invalidate the warranty. Nothing contained in this warranty shall make VACTOR liable for loss, injury, or damage of any kind to any person or entity resulting from defect or failure in the machine.

TO THE EXTENT LIMITED BY LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty is also in lieu of all other obligations or liabilities on the part of VACTOR, including but not limited to, liability for incidental and consequential damages on the part of the Company or the seller. VACTOR makes no representation that the machine has the capacity to perform any functions other than as contained in the Company’s written literature, catalogs or specifications accompanying delivery of the machine. No person or affiliated company representative is authorized to alter the terms of this warranty, to give any other warranties or to assume any other liability on behalf of VACTOR in connection with the sale, servicing or repair of any machine manufactured by the Company.

VACTOR reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

**VACTOR/GUZZLER MANUFACTURING
1621 SOUTH ILLINOIS STREET
STREATOR, IL 61364**

**CITY OF MENDOTA
REQUEST FOR PROPOSALS FOR THE PURCHASE OF
ONE (1) NEW SEWER COMBINATION UNIT TRUCK**

BID FORM

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal certifies that the firm and/or Principals of the firm are or are not currently disbarred, suspended, or proposed for debarment by any federal entity. The undersigned agrees to notify the City of Mendota of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Company Name: Haaker Equipment Company

Address: 2070 N White Av, La Verne CA 91750

Business Phone: 909 598-2706

Fax No: 909-598-1427

Federal I.D. No: 95-2756064

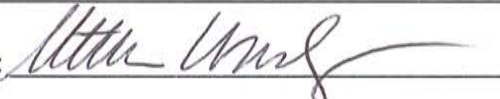
DUNS No: 058010349

Contact Person: Matthew Woods

Contact Person Phone No.: 909 598-2706

E-mail Address of Contact Person: mattw@haaker.com

Name Authorized Company Bidder: Matthew Woods

Signature of Authorized Company Bidder: 

Title of Authorized Company Bidder: Vice President Sales/Marketing

Date Signed: 7/1/2021

Authorized Company Bidder Phone No.: 909 598-2706

The above signed, as bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal or Contract to which pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud. Submission of a signed proposal will be interpreted to mean that the Respondent has hereby agreed to all the terms and conditions set forth in all the pages of the Request for Proposal. Respondent's signed Proposal and City's written acceptance shall constitute a contract.

SEWER COMBINATION UNIT TRUCK SPECIFICATIONS

Bidders must indicate compliance for each item throughout the bid by writing "YES" or "NO". Failure to do so may be cause to reject the bid. All "NO" answers must be fully explained on a separate sheet of paper and be attached to and submitted with bid. Failure to explain "NO" answers may be cause to reject bid. City will consider alternatives that are considered equal or better.

ONE NEW SEWER COMBINATION UNIT PLUS JET RODDER

12-Cubic Yard Capacity Combination Sewer Cleaner with 16" Positive Displacement Blower, 1500 Gallons of Water, Mounted on a 2022, 370 HP 6x4 Chassis, Equipped with all Standard and Optional Equipment listed:

STANDARD EQUIPMENT	
Write Yes or No	Equipment Description
Yes	48" x 22" X 24" Curb Side Aluminum Toolbox
Yes	Aluminum Fenders
Yes	Mud Flaps
Yes	Electric/Hydraulic Four Way Boom
Yes	Color Coded Sealed Electrical System
Yes	Intuitouch Electronic Package
Yes	Double Acting Dump Hoist Cylinder
Yes	Handgun Assembly w/35' x 1/2" Hose w/Quick Disconnects
Yes	3" Y-Strainer at Water Pump Inlet
Yes	Ex-Ten Steel Cylindrical Debris Tank
Yes	Flexible Hose Guide
Yes	30 Deg. Sand Nozzle w/Carbide Inserts
Yes	30 Deg. Sanitary Nozzle w/Carbide Inserts
Yes	15 Deg. Penetrator Nozzle w/Carbide Inserts
Yes	Nozzle Storage Rack
Yes	Vacuum Tube Storage: Curbside (2) Pipe, Rear Door (2) Pipe
Yes	1" Nozzle
Yes	10' Leader Hose
Yes	Flat Rear Door w/Hydraulic Locks and Door Power- up/Down, Open/Close Feature
Yes	Dual 10" Stainless Steel Float Shut Off System/Rear Mounted
Yes	Debris Body Vacuum Relief System

Yes	Debris Deflector Plate
Yes	60" Dump Height
Yes	Water Sight Gauge DS/PS
Yes	Liquid Float Level Indicator
Yes	Boom Transport Post Storage
Yes	3" Y-Strainer@ Water Pump w/3" Drain Valve
Yes	Performance Package: (Hyd Variable Flow, Dual PTO's. Dual Hyd. Pumps)
Yes	1" Water Relief Valve for SEWER COMBINATION UNIT Water Pump
Yes	Stainless Steel Microstrainer
Yes	Blower Air Shift Controls
Yes	1" Water Relief Valve for SEWER COMBINATION UNIT Water Pump
Yes	Stainless Steel Microstrainer
Yes	Blower Air Shift Controls
Yes	Hydraulic Cooling Package
Yes	Midship Handgun Coupling
Yes	Side Mounted Water Pump
Yes	Hose Wind Guide (Dual Roller)
Yes	Hose Reel Manual Hyd. Extend/Retract
Yes	Hose Reel Chain Cover (Full)
Yes	Tachometer/Chassis Engine W/Hour meter
Yes	Circuit Breakers
Yes	LED Lights. Clearance, Back-Up, Stop, Tail & Turn
Yes	Tow Hooks, Front and Rear
Yes	Electronic Back-Up Alarm
Yes	Hydraulic Tank Shutoff Valves
Yes	8" Vacuum Pipe Package
Yes	Emergency Flare Kit
Yes	Fire Extinguisher 5 Lbs.
Yes	Low Water Alarm with Water Pump Flow Indicator
Yes	Front Joystick Boom Control
Yes	Rodder System Accumulator- Jack Hammer on/off control w/ manual valve
Yes	Digital Hose Footage Counter
Yes	Water Pump Hour Meter

Yes	PTO Hour Meter
Yes	Hydraulic Oil Temp Alarm
Yes	Digital Water Pressure Gauge

ADDITIONAL FEATURES	
Write Yes or No	Equipment Description
Yes	180 Degree Rotation, 10 Ft. Hydraulic Telescoping Boom, Front Loading 8" Suction Hose
Yes	Boom out of Position Indicator/Alarm
Yes	80 GPM Variable Flow Water System
Yes	2500 PSI Water Pressure
Yes	1" x 800' Sewer Hose, 2500 PSI
Yes	Hydraulic Extending/Rotating 15" Hose Reel (1" x 1000') Capacity
Yes	Module Paint, Dupont Imron Elite - Sanded Primer Base
Yes	Debris Body Flush Out System
Yes	6" Butterfly Valve, Rear Door, 3:00 Position
Yes	6" Knife Valve w/Cam-Loc, Rear Door, 6:00 Position
Yes	Pump off P01ts Only
Yes	Additional Water, Water and Debris Tanks Joined
Yes	Centrifugal Separators
Yes	Folding Pipe Rack, Curbside, 8" Pipe
Yes	Folding Pipe Rack, Street side, 8" Pipe
Yes	Rear Door Pipe Rack Removed
Yes	Rear Door Splash Shield
Yes	Lube Manifold
Yes	Plastic Lube Chart
Yes	Wireless Controls, including hose reel controls
Yes	Rotatable Boom Inlet Hose, Telescoping Boom
Yes	Handgun Couplers, Front and Rear
Yes	Hydro Excavation Kit - Includes Lances, Nozzles, Storage Tray, and Vacuum Tubes
Yes	Automatic Hose Level Wind Guide, Indexing
Yes	High Pressured Hose Reel
Yes	Front Hose Reel Storage
Yes	Rodder Pump Drain Valves

Yes	Hand Light w/Bumper Plug
Yes	LED Mid-Ship Turn Signals
Yes	Debris Body-Up Alarm
Yes	Worklights (2), LED, Telescoping Boom
Yes	Worklights (2), LED, Rear Door
Yes	Worklight, LED, Operators Station
Yes	Toolbox, Front Bumper Mounted, 16 x 12 x 18 w/ (2) LED Side Markers
Yes	Toolbox, Behind Cab
Yes	Toolbox, Driver Side Chassis Frame, 24w x 24h x 24d
Yes	(4) Long Handle Tool Storage Locations behind Cab
Yes	Camera System, Front and Rear
Yes	Safety Cone Storage Rack - Post Style
Yes	Digital Water Level Indicator
Yes	Digital Debris Body Level Indicator
Yes	Door Stripe Material, Reflective Tape
Yes	(1) 8" x T-6" Aluminum Vacuum Tube
Yes	SEWER COMBINATION UNIT Standard Manual and USB Version · Whelen LED Light Package

**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 HAAKER
EQUIPMENT COMPANY FOR A SEWER
COMBINATION UNIT TRUCK AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL NECESSARY DOCUMENTS**

RESOLUTION NO. 21-52

WHEREAS, on June 17, 2021, the City of Mendota (“City”) issued a Request for Proposals (“RFP”) for the purchase of a Sewer Unit Combination Truck (the “Truck”); and

WHEREAS, on June 23, 2021, a public notice was published with the Firebaugh-Mendota Journal notifying all interested parties to submit proposals for the Truck; and

WHEREAS, a bid opening was held promptly after the deadline published in the aforementioned notice on July 6, 2021 at 2:00 p.m. in the City Council Chambers of the City; and

WHEREAS, four (4) companies submitted bids before the deadline, with Haaker Equipment Company qualifying as the lowest responsible, responsive bidder with a total cost proposal of \$453,486.36 (including all appropriate taxes and fees).

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council approves the proposal submitted by Haaker Equipment Company for the Truck and authorize the City Manager or his designee to execute all documents necessary to effectuate the purchase of the Truck.

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 13th day of July, 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: DESIGNATION OF VOTING DELEGATES FOR LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
DATE: JULY 13, 2021

ISSUE

Should the City Council adopt Resolution No. 21-53, appointing voting delegates for the League of California Cities' Annual Business Meeting?

BACKGROUND

The League of California Cities ("LOCC") requests that each City designate a voting delegate and alternates for its Annual Business Meeting that is held concurrently with the Annual Conference. This year's conference will be held from September 22-24, 2021, at the SAFE Credit Union Convention Center in Sacramento, CA. The Annual Business Meeting at which the City's representative is to vote will take place on Friday, September 24th. The League will be providing additional information regarding the conference at a later date.

ANALYSIS

In the past, the City Council has designated the Council Members who will be attending the event as the voting delegates. The Council Members that have been registered to attend the conference are Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, and Councilor Jose Alonso. As such, staff recommends that the Council discuss and appoint the City's voting delegate and alternates from the Council Members who will be attending the conference.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-53, appointing voting delegates for the League of California Cities' Annual Business Meeting.

Attachment(s):

1. LOCC Voting Delegate Information
2. Resolution No. 21-53



Council Action Advised by August 31, 2021

June 16, 2021

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 22-24, 2021**

Cal Cities 2021 Annual Conference & Expo is scheduled for September 22-24, 2021 in Sacramento. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 24. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Wednesday, September 15. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note: Our number one priority will continue to be the health and safety of participants. We are working closely with the Sacramento Convention Center to ensure that important protocols and cleaning procedures continue, and if necessary, are strengthened. Attendees can anticipate updates as the conference approaches.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open mid-June at www.cacities.org. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.
- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but

only between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.

- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Sacramento Convention Center, will be open at the following times: Wednesday, September 22, 8:00 a.m. – 6:00 p.m.; Thursday, September 23, 7:00 a.m. – 4:00 p.m.; and Friday, September 24, 7:30 a.m.– 11:30 a.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to the League's office by Wednesday, September 15. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: Mendota

2021 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to Cal Cities office by Wednesday, September 15, 2021. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email _____

Mayor or City Clerk _____
(circle one) (signature)

Date _____ Phone _____

Please complete and return by Wednesday, September 15, 2021 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@cacities.org

Phone: (916) 658-8254

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPOINTING
VOTING DELEGATES FOR THE LEAGUE
OF CALIFORNIA CITIES' ANNUAL
BUSINESS MEETING**

RESOLUTION NO. 21-53

WHEREAS, the League of California Cities ("League") will hold its Annual Conference from September 22-24, 2021; and

WHEREAS, during the Annual Conference, the League will hold its Annual Business Meeting wherein the League will take action on resolutions that establish its policy; and

WHEREAS, this year's Annual Business Meeting will be held in Sacramento, Ca on Friday, September 24, 2021 at 12:30 p.m.; and

WHEREAS, any official casting a vote for a member city must be specifically authorized by the legislative body of that City, in advance of the vote being cast, in order to do so.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby designates _____ as the Voting Delegate, and _____ as an Alternate Voting Delegate, for representation of the City of Mendota in League matters at the 2021 Annual Business Meeting.

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 13th day of July, 2021, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING COMMITMENT OF CURRENT PROGRAM INCOME (PI) FUNDS FOR THE ROJAS-PIERCE PARK EXPANSION PROJECT AND AUTHORIZING THE EXECUTION OF CONTRACTS
DATE: JULY 13, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-54, approving commitment of current Program Income (PI) Funds for the Rojas-Pierce Park Expansion Project and authorizing the execution of contracts?

BACKGROUND

The Community Development Block Grant (CDBG) Program established through the Housing and Community Development Act of 1974, to streamline federal community development programs. This program was to provide decent housing, expand economic opportunities and benefit principally for low-and moderate-income individuals and families.

The City of Mendota (City) has Program Income (PI) funding available that is eligible for a wide range of activities, including housing, public services, economic development, infrastructure and more. The City has assisted with Homebuyer Assistance Program and Housing Rehabilitation Program which a portfolio managed annually.

ANALYSIS

The City currently has the \$326,120.00 of PI funds in its coffers. There is process that the City must complete in order to expend the PI funds, having a public hearing is one of them. On June 15, the City held a public hearing to discuss the CDBG Program, the funding available and the intention of funding for a proposed project, the Rojas-Pierce Park Expansion Project. During the public hearing, Westside Youth expressed their interest in a program their non-profit organization would like to implement, a program to assist the public with a computer learning course since daily activity is moving towards electronic communication. The public comment has been accepted. The resolution presented today will fulfill the process in expending the PI funds. Staff will be able to submit reimbursements through the web portal after the execution of the resolution.

FISCAL IMPACT

\$326,120.00. Fund 09.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-54, approving commitment of current Program Income (PI) Funds for the Rojas-Pierce Park Expansion Project and authorizing the execution of contracts.

Attachment(s):

1. Resolution No. 21-54

**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 COMMITMENT OF CURRENT PROGRAM
INCOME (PI) FUNDS FOR THE
DEVELOPMENT OF ROJAS-PIERCE PARK
EXPANSION PROJECT AND AUTHORIZING
THE EXECUTION OF CONTRACTS**

RESOLUTION NO. 21-54

WHEREAS, a public hearing to solicit and accept public comment on the use of Community Development Block Grant (“CDBG”) Program Income (“PI”) Funds was completed on June 15, 2021; and

WHEREAS, CDBG funds from prior grant awards were used to provide low to moderate income households loans for the purchase and/or repairs of homes and as loans are repaid the funds are held in a special CDBG PI revenue fund; and

WHEREAS, under the current guidelines PI funds must be expended on qualifying projects; and

WHEREAS, the City of Mendota, as of May 31, 2021, maintains a CDBG PI balance of \$326,120 and expects receiving additional \$75,000 in PI prior to the completion of the Project; and

WHEREAS, in order to successfully complete the project, it is recommended the City Council commit the current PI funds and all future PI funds received to the Rojas-Pierce Park Expansion Project, through project completion.

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

Section 1:

The City Council has reviewed and hereby approves and not to exceed, of \$401,120 for the following CDBG PI funds for the following activities:

Rojas-Pierce Park Expansion Project	\$401,120
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Section 2:

The City of Mendota acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

Section 3:

The City of Mendota hereby authorizes and directs the City Manager to execute and act on the City's behalf in all matters pertaining to all such contracts related to the project.

Section 4:

The City of Mendota is authorized to enter into, execute and deliver the agreements and any all subsequent amendments thereto with the agents to support the purposes of the grant.

Section 5:

The City Manager, Finance Officer, or Finance Director, is authorized to sign and submit Funds Requests, if required, and all required reporting forms and other documentation as may be required by the State of California or HUD from time to time in connection with the PI expenditures.

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 13th day of July, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: JULY 13, 2021

GRANTS UPDATE

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – Staff contacted the County of Fresno (County) to get an update on our requested budget to include funding from 2019-2020, 2020-2021 and 2021-2022. Our allocation is \$575,222.00 for all three fiscal years. Since we are advancing our allocation for 2021-2022, we will forfeit funding for 2022-2023. The City will be able to submit an application for funding in 2023-2024. All funding will be used for the Rojas-Pierce Park Expansion Project. Staff is waiting for documents from the County to finalize agreement and for the reimbursement process.
- **County of Fresno, Urban Community Development Block Grant Program for Eligible Activities to Support Coronavirus and Other Infectious Disease Response** – The “Mendota Internet Connectivity, Project No. 19741-CV (MIC) is open. Staff is working with California State University, Fresno’s Office of Community and Economic Development who are assisting with intake of applications. Funds need to be disbursed by November 2021. Challenges we are facing is applicant need to be a U.S. citizen or have legal immigration status. This is a funding requirement enforced by the U.S. Department of Housing and Urban Development (HUD). We have paid (4)
- **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** – The 2021-2022 grant cycle will be opening on August 1st and closing on August 31st. The Mendota Community Corporation applied for a \$50K rental relief program for last year’s grant cycle. The grant criteria encouraged are applications that support health and wellness, community beautification, supporting families and COVID-19 recovery. Successful applicants will demonstrate community need and yield tangible and visible results. Funds are available for program development/expansion, innovation, technology and equipment. Grants will be awarded from \$1K-\$50K and up to four \$100K grants to be used over a two-year period.
- **Floodplain Management Services (FPMS)** – A letter of intent was sent to the Planning Division of the U.S. Army Corps of Engineers requesting assistance through the

Floodplain Management Service Program. Under this program, we would be able to have floodplain maps and recommendations on how to reduce the flood risk in Mendota.

- **Public Benefit Grant Program:** Staff submitted reimbursements for the (3) Ford Explorers.
- **Office of Traffic Safety:** The emergency extrication equipment was displayed at the 2021 Fireworks Show on Saturday, June 26th. Firefighters from the Mendota Station and the Tranquility Station were on site. Displaying equipment is part of the grant requirements. Staff is working on scheduling a presentation from the fire department regarding this equipment for City Council.

Attachment(s):

1. 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
Tire-Derived Product Grant	6/1/2021	8/31/2021	State	N	N	\$ 149,995.02	Install rubber mulch at (7) project sites citywide for landscape purposes.		
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	7/1/2020	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	\$ 575,222.00	Phase II Rojas-Pierce Park Expansion Project	For Fiscal Years 2019/2020, 2020/2021 & 2021/2022	
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: July 7, 2021

Engineering Projects:

1. Rojas Pierce Park:
 - Working with staff for funding for next Phase & sponsorship opportunities
 - Working with contractor to address concrete issues
2. Mowry Bridge Replacement Project (MBRP):
 - Water line relocation set to occur on 7/12
 - Completion in July/August 2021
3. Well 10 and Water Main Relocation
 - On hold; working with USBR and BB Limited to reduce costs
4. Mendota Meter Reading Project
 - Bids open on Friday, 7/9
 - Construction to start in summer 2021 with Waterboard funding
5. Citywide RRXG Improvements:
 - Began coordination with Railroad and Caltrans
6. MJHS Safe Routes to School Project:
 - ATP funds authorized; RFP for design services to be issued this month
7. Safe Routes to School Master Plan
 - ATP funds authorized; RFP for report preparation this month
8. 2021 Alley Paving Project
 - Request for Authorization for Construction funds to Caltrans this month
 - Construction to start in Summer 2021 with \$483,000 of CMAQ funding

Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
 - Provided site plan comments to architect on June 15
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
 - Reviewing applicant request to modify noise ordinance
4. 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)
 - Circulated CEQA document on July 7
 - Preparing for Planning Commission special meeting on August 9

5. 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*
 - *Submitted Step 3 supplemental information*
 - *Award announcement in August 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*
 - *Was not successful; debrief with Caltrans on Friday, 7/9*
3. *Application for \$10,000 in REAP funding was awarded to develop GIS mapping for City*

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. Discussion of road safety issues with Caltrans

Overall P&P Staff engaged (month of May):

- Engineers: 3
- Planners: 4
- Surveyors: 1
- Environmental Specialist: 0
- GIS/CAD Specialists: 2
- 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