



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
November 9, 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 or (559) 577-7692. 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.

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

PRESENTATION

1. Chief of Police Smith to introduce Community Service Officers Yvonne Sandoval and Timothy Hernandez and Police Lieutenant Ramiro Rodriguez.
2. The Axon Company to provide a presentation on body worn cameras and tasers.

3. The Mendota Carbon Negative Energy Project to present information on the Mendota Bioenergy with Carbon Capture and Sequestration Project.

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 special City Council meeting of October 20, 2021 and the regular City Council meeting of October 26, 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. OCTOBER 10, 2021 THROUGH NOVEMBER 1, 2021
WARRANT LIST CHECK NOS. 50997 THROUGH 51055
TOTAL FOR COUNCIL APPROVAL = \$249,877.02
2. Proposed adoption of **Resolution No. 21-89**, approving the Second Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Mendota and authorizing the City Manager to execute the same.
3. Proposed adoption of **Resolution No. 21-90**, accepting and filing the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2021-22.
4. Proposed adoption of **Resolution No. 21-91**, approving the statement of qualifications submitted by Provost & Pritchard Consulting Group for the engineering services for the Rojas-Pierce Park Expansion Project and other Community Development Block Grant funded projects.
5. Proposed adoption of **Resolution No. 21-92**, approving the City Manager and Public Utilities Director to be authorized representatives for the State Water Resources Control Board California Water and Wastewater Arrearages Payment Program.

BUSINESS

1. Council discussion and consideration of honoring Daniel "Gordo" Porras.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council takes action as appropriate*

2. Council discussion and consideration of **Resolution No. 21-88**, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings while monitoring public health developments.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council considers Resolution No. 21-88 for adoption*

3. Council discussion and consideration of **Ordinance No. 21-18**, approving amendments to Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council considers waiving the second reading and adoption of Ordinance No. 21-18*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - 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

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 November 9, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, November 5, 2021 at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



**MINUTES OF MENDOTA
SPECIAL CITY COUNCIL MEETING
JOINT-MEETING OF THE
MENDOTA CITY COUNCIL AND
THE MENDOTA UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES**

Special Meeting **Wednesday, October 20, 2021** **6:00 p.m.**

Joint Meeting called to order by Mayor Castro at 6:08 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**

Mendota Unified School District (MUSD) Board of Trustees conducted roll call and established a quorum.

The Flag Salute was led by Mayor Castro

FINALIZE THE AGENDA

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

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Kevin Romero – provided an update on youth sports.

BUSINESS

1. **Discussion Forum:**
 - a. **City Water Infrastructure** (in and around school sites)

Superintendent Lopez reported that MUSD has been in the process of acquiring approval from the Fire Marshal to allow the district to expand, but the insufficient water flow provided by the City fire hydrants prevent the Fire Marshal from providing the necessary approvals.

Discussion was held on various issues that may affect the water flow of the fire hydrants; potential solutions to the problem; and the need to accommodate future growth.

- b. City Surveillance Cameras** (in and around school sites); and
- f. Crosswalks in the City** (discuss the condition of crosswalks that are highly utilized by students)

Superintendent Lopez inquired as to whether the City has a surveillance system throughout the City, and whether the City will be installing cameras near school sites.

Discussion was held on the City's existing surveillance system; the need to install additional cameras throughout the City, including around school sites; safety concerns with unsafe driving conditions near schools when the school day begins and ends; potential methods to deter dangerous driving near schools; new traffic laws that have gone into effect; the lights at the crosswalk near schools not working; speed humps that were recently implemented and the positive impact they have had on deterring speeding; the need to improve the road striping at various areas of the City; the possibility of having additional officers patrolling near school sites; issues with illegal parking near school sites; the possibility of having a water truck clean the streets; various projects that are currently in progress to improve crosswalks and road conditions near school sites; the role of school resource officers; the need for additional crosswalk guards and the requirements to be a crosswalk guard; whether the police department issues citations for people who are impeding traffic; whether the speed radar trailers assist with controlling traffic; and the potential installation of permanent radar signs.

- e. Usage of School Facilities** (discuss the usage of school facilities for community events, including the facilities that are available and the requirements)

Mayor Castro introduced the item and reported that there is an organization that is interested in bringing a soccer program/event to the community.

Martha Hernandez (MEH Sports Club) – provided information on the organization; a program/event that the organization hosts for children; and inquired about the possibility of hosting the event in the community and utilizing school facilities.

Discussion was held on Mendota Youth Recreation's (MYR) youth soccer club.

Martha Hernandez (MEH Sports Club) – provided information on how MEH Sports Club can assist the local soccer club and information on the proposed event.

Discussion was held on the MYR's youth soccer club; the possibility of MEH Sports Club holding the event in Mendota; the importance of bringing these types of events to the community; the requirements for holding the event proposed by MEH Sports Club; MUSD considering the item at a future Board of Trustees meeting; and the logistics of the proposed event.

Martha Hernandez (MEH Sports Club) - provided information on the Mexican American Ladies Society Pearls & Soccer Gala.

c. Enhanced Lighting (around school sites)

Superintendent Lopez reported on various areas around school sites that are dark and need enhanced lighting.

Discussion was held on the need for enhanced lighting; discussions that both entities have held on enhancing lighting; and the safe routes to school master plan.

d. School Resource Officer Program (discuss the status of the program)

Superintendent Lopez reported on the positive impact of the school resource officer (SRO) program.

Discussion was held on the appointment of Police Lieutenant Rodriguez; the working relationship between the Mendota Police Department and MUSD; the quality of the SRO program; the work and efforts of the SRO program;

Police Lieutenant Ramiro Rodriguez – reported on his appointment to the Police Lieutenant position; his work and efforts with the SRO program and the Explorers Program.

e. Usage of School Facilities (*discuss the usage of school facilities for community events, including the facilities that are available and the requirements and limitations with utilizing school facilities*)

The item was discussed earlier in the meeting.

f. Crosswalks in the City (discuss the condition of crosswalks that are highly utilized by students)

The item was discussed earlier in the meeting.

g. Utilization of Buses (discuss whether Mendota Elementary School will eventually utilize buses and discuss the alleviation of traffic near school)

sites during student drop off and pick up times)

Mayor Castro shared his concerns regarding traffic issues near Mendota Elementary School (MES).

Discussion was held on whether MES will utilize additional buses to pick up and drop off students; and the possibility of implementing additional pick up and drop off locations at MES; and the amount and condition of shade structures at various school sites.

h. COVID Update as it pertains to the Mendota Unified School District
(discuss any COVID updates, including whether vaccinations will be required)

Discussion was held on current COVID statistics for MUSD; how the district addresses children who have COVID or have symptoms; and the good work of MUSD employees during the pandemic.

i. City Plan for Growth and Expansion (direction/area of growth and type of growth)

Superintendent Lopez inquired on the City's plan for growth and expansion.

Discussion was held on the current status of housing developments; planned developments in the northern area of the City; the possibility of installing additional access points to Highway 33 or Bass Avenue from the housing developments West of the City; the district making efforts to purchase land to expand school facilities; future commercial developments in the City; the strong smell of cannabis near Mendota Elementary School and other areas of the City; the impact that cannabis can have on the youth; whether developers need to provide the City with traffic studies to show how their developments will impact traffic flows; and the need for additional signage and lights at a crosswalk at 2nd Street and I Street.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:26 p.m. by Mayor Pro Tem Mendoza, seconded by Councilor Alonso; unanimously approved (4 ayes, absent: Rosales).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

October 26, 2021

Meeting called to order by Mayor Pro Tem Jesus Mendoza at 6:09 p.m.

Roll Call

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

Council Members Absent: Mayor Rolando Castro and Councilor Oscar Rosales

Flag salute led by Mayor Pro Tem Mendoza

Invocation led by Police Chaplain Ophelia Lugo

FINALIZE THE AGENDA

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

A motion was made by Councilor Riofrio to adopt the agenda, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Castro and Rosales).

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 October 12, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Alonso to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (3 ayes, absent: Castro and Rosales).

CONSENT CALENDAR

1. OCTOBER 13, 2021 THROUGH OCTOBER 19, 2021
WARRANT LIST CHECK NOS. 50921 THROUGH 50996
TOTAL FOR COUNCIL APPROVAL = \$641,345.16
2. Proposed adoption of **Resolution No. 21-83**, cancelling the November 23rd and December 28th Regular City Council Meetings and authorizing the City Manager to execute any necessary warrants.
3. Proposed adoption of **Resolution No. 21-84**, approving an agreement with the County of Fresno to administer and implement the Community Development Block Grant Program and authorizing the City Manager to execute the agreement and any matters relating thereto.
4. Proposed adoption of **Resolution No. 21-85**, authorizing the City Manager to approve and execute a proposal and consultant services agreement from Provost & Pritchard Consulting Group for the preparation of CEQA compliance documents related to the proposed new City Hall and Police Station.
5. Proposed adoption of **Resolution No. 21-86**, granting an access and use easement to the United States Department of the Interior, Bureau of Reclamation in connection with the Mowry Bridge Replacement Project.

A request was made to pull item 4.

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

4. Proposed adoption of **Resolution No. 21-85**, authorizing the City Manager to approve and execute a proposal and consultant services agreement from Provost & Pritchard Consulting Group for the preparation of CEQA compliance documents related to the proposed new City Hall and Police Station.

Discussion was held on the item.

Joseph Amador – commented on the item.

Discussion was held on the item.

A motion was made by Councilor Riofrio to approve item 4 of the Consent Calendar, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Castro and Rosales).

BUSINESS

1. Council discussion on the City's American Rescue Plan Act of 2021 funding.

Mayor Pro Tem Mendoza introduced the item and Finance Director Banda provided the report.

Discussion was held on the item.

A motion was made by Councilor Alonso to direct staff to meet with the personnel of the Mendota Unified School District to discuss the possibility of utilizing ARPA funds on the construction of a new water well, seconded by Councilor Riofrio; unanimously approved (3 ayes, absent: Castro and Rosales).

2. Council discussion and consideration of **Resolution No. 21-87**, approving the formation of a Recreation Commission and City Council ad hoc subcommittee to discuss potential improvements to Mendota Pool Park.

Mayor Pro Tem Mendoza introduced the item and City Manager Gonzalez provided the report.

Discussion was held on the item.

At 6:46 p.m. the Council took a recess and reconvened at 6:47 p.m.

Discussion was held on the item.

A motion was made by Councilor Riofrio to appoint Mayor Rolando Castro and Councilor Oscar Rosales as regular members and Councilor Jose Alonso as an alternate member of the ad-hoc subcommittee and adopt Resolution No. 21-87, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Castro and Rosales).

3. Council discussion and consideration of **Resolution No. 21-88**, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings.

Mayor Pro Tem Mendoza introduced the item and Assistant City Attorney Hunter provided the report.

Discussion was held on the item.

Joseph Amador – commented on the item.

Discussion was held on the item.

Sabrina Noah – commented on the item.

Discussion was held on the item.

A motion was made by Councilor Alonso to table the item to the next regular City Council meeting, seconded by Councilor Riofrio; unanimously approved (3 ayes, absent: Castro and Rosales).

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-16**, amending Chapter 17.99 of Title 17 of the Mendota Municipal Code's provisions regarding approved uses in the Commercial Cannabis Overlay District.

Mayor Pro Tem Mendoza introduced the item and City Planner O'Neal summarized the report.

Discussion was held on the item.

At 7:12 p.m. Mayor Pro Tem Mendoza opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Riofrio to waive the second reading and adopt Ordinance No. 21-16, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Castro and Rosales).

2. Council discussion and consideration of the following items in the matter of Application No. 21-01, the Left Mendota II Commercial Cannabis Project (APN 013-280-29): **Resolution No. 21-81**, adopting a mitigated negative declaration pursuant to the California Environmental Quality Act; **Resolution No. 21-82**, ruling on the applicant's appeal of the Mendota Planning Commission's denial of a conditional use permit; and introduction and waiver of the first reading of **Ordinance No. 21-17**, approving and entering into a development agreement by and between the City of Mendota and Left Mendota II, LLC.

Mayor Pro Tem Mendoza introduced the item and City Planner O'Neal summarized the report.

Discussion was held on the item.

At 7:31 p.m. Mayor Pro Tem Mendoza opened the hearing to the public.

Discussion was held on the item.

Albert Escobedo – commented on the item.

Discussion was held on the item.

Chris Lefkovitz – commented on the item.

At 7:46 p.m. the Council took a recess and reconvened at 7:48 p.m.

Discussion was held on the item.

At 8:03 p.m. Mayor Pro Tem Mendoza closed the hearing to the public.

Discussion was held on the item.

A motion was made by Councilor Riofrio to not adopt Resolution No. 21-81, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Castro and Rosales).

A motion was made by Councilor Rosales to deny the appeal of the Planning Commission's denial of a conditional use permit in the matter of Application No. 21-01, the Left Mendota II Commercial Cannabis Project (APN 013-280-29), seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Castro and Rosales).

At 8:12 p.m. the Council took a recess and reconvened at 8:14 p.m.

3. Council discussion and consideration of **Ordinance No. 21-18**, approving amendments to Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).

Mayor Pro Tem Mendoza introduced the item and City Planner O'Neal summarized the report.

Discussion was held on the item.

At 8:17 p.m. Mayor Pro Tem Mendoza opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Alonso to introduce and waive the first reading of Ordinance No. 21-18, seconded by Councilor Riofrio; unanimously approved (3 ayes, absent: Castro and Rosales).

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 a personnel update and monthly statistics.

Discussion was held on code enforcement cases.

Chief Smith provided the report for the Animal Control Department including monthly statistics; issues with stray dogs; and the possibility of renovating the dog pound.

Discussion was held on how the animal control department addresses calls for service involving poultry.

Chief Smith provided the report for the Police Department including monthly statistics; crime trends; a commercial enforcement detail; the department looking into potentially acquiring body worn cameras; and thanked Councilor Alonso for participating in a ride along at the police department.

Discussion was held on gang enforcement in the City; traffic issues during rainy days; the personnel of the department; and the Council thanked the police department for its work.

2. City Attorney
 - a) Update

Assistant City Attorney Castro reported on ongoing projects and assignments.

Discussion was held on the status of the abatement process of a property on 6th and Lolita Streets.

3. City Manager

City Manager Gonzalez reported on the upcoming movie night event; rain in the weather forecast; the status of the new City Hall and Police Station project; an upcoming Cresco Labs tour; long-time community members who had recently passed away; and thanked the Council for their direction regarding the construction of a new water well.

Discussion was held on the smell at a meat packing shed that is located East of the City; airport property uses; and Covid-19 vaccination requirements.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Alonso reported on upcoming events and thanked Chief Smith for allowing him to participate in a ride along.

Mayor Pro Tem Mendoza reported on upcoming events.

2. Mayor

Mayor Castro was absent.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:13 p.m. by Councilor Alonso, seconded by Mayor Pro Tem Mendoza; unanimously approved (3 ayes, absent: Castro and Rosales).

Jesus Mendoza, Mayor Pro Tem

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
 CASH DISBURSEMENTS
 10/20/2021-11/1/2021
 CHECK# 50997-51055

Date	Check #	Check Amount	Vendor	Department	Description
October 20, 2021	50997	\$ 105.00	AT&T	GENERAL	MENDOTA INTERNET GRANT PROGRAM CP-19471 CV ANA DAYS/ VENTURA
October 20, 2021	50997	\$ 144.00	AT&T	GENERAL	MENDOTA INTERNET GRANT PROGRAM CP-19471-CV ALVARO MIRANDA
October 22, 2021	50998	\$ 134.80	DIVISION OF THE STATE ARCHITECT	GENERAL	QUARTER 3-2021 DISABILITY ACCESS & EDUCATION FEE
October 22, 2021	50999	\$ 225.00	SAN JOAQUIN VALLEY AIR	GENERAL-WATER-SEWER-STREETS	NOTICE OF VIOLATION & PROPOSED SETTLEMENT 8/23/2021
October 22, 2021	51000	\$ 188.69	AQUA NATURAL SOLUTIONS	SEWER	(1) MICROBE LIFT IND 5 GAL + TAX
October 22, 2021	51001	\$ 260.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	(26) ANIMAL CONTROL DISPOSAL SEPTEMBER 2021
October 22, 2021	51002	\$ 254.00	CENTRAL VALLEY	GENERAL	(1) ETHYL ALCOHOL (1) ABUSE SCREEN #21-1848, #21-1633, #21-0982 (PD)
October 22, 2021	51003	\$ 483.37	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT- OCTOBER 2021
October 22, 2021	51004	\$ 83.00	DEPARTMENT OF JUSTICE	GENERAL	(2) FINGERPRINT APPS (1) PEACE OFFICER-BILLED (PD)
October 22, 2021	51005	\$ 1,500.47	MENDOTA SMOG & REPAIR	GENERAL	2015 FORD- POLICE INTERCEPTOR R&R RACK N PINION, 2018 FORD- POLICE INTERCEPTOR REPLACE SENSOR & REPROGRAM
October 22, 2021	51006	\$ 5,100.00	PINEDALE FENCE COMPANY	WATER	1300 2ND ST. INSTALL 3 LINE POSTS & NEW ROLLING GATE 31X6 FT-WTP
October 22, 2021	51007	\$ 180.00	WASTEWATER OPERATOR CERTIFICATE	WATER	WATER TREATMENT CERTIFICATION RENEWAL, DISTRIBUTION GRADE III CERTIFICATION RENEWAL
October 22, 2021	51008	\$ 187.50	THE BUSINESS JOURNAL	GENERAL-WATER-SEWER	REQUEST FOR PROPOSAL-SAFE ROUTES TO SCHOOL MASTER
October 26, 2021	51009	\$ 380.53	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES-CITY HALL, DMV, EDD 11/11/21-12/12/21, WT PLANT 1300 2ND ST. 11/4/21-12/3/21
October 26, 2021	51010	\$ 27,841.11	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR NOVEMBER 2021
October 26, 2021	51011	\$ 632.74	AFLAC	GENERAL	AFLAC INSURANCE FOR THE MONTH OF OCTOBER 2021
October 26, 2021	51012	\$ 1,034.39	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICE 9/12/21-10/11/21
October 26, 2021	51013	\$ 564.42	JUAN GURROLA	GENERAL	CENTRAL SAN JOAQUIN VALLEY RMA NC & 4850 10/10/21-10/23/21
October 26, 2021	51014	\$ 1,501.39	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD & STD NOVEMBER 2021
October 26, 2021	51015	\$ 385.44	PITNEY BOWES INC.	GENERAL-WATER-SEWER	(3) DM300C/400C RED INK CARTRIDGE
October 27, 2021	51016	\$ 118,661.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 10/11/2021-10/24/2021
October 29, 2021	51017	\$ 85.00	ALERT-0-LITE	SEWER	REPAIRED 6" TRASH PUMP CHARGING SYSTEM @ WWTP
October 29, 2021	51018	\$ 207.14	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM SERVICES 10/21/2021, 10/28/21
October 29, 2021	51019	\$ 881.40	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICE 9/25/21-10/24/21
October 29, 2021	51020	\$ 86.00	BSK ASSOCIATES	10 7210 5400	WW WEEKLY GRAB SAMPLE (2) DOB, (1) TDS
October 29, 2021	51021	\$ 939.01	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES MOMS SYS. NOVEMBER 2021
October 29, 2021	51022	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATIONS PROCESSING FOR AUGUST 2021 (PD)
October 29, 2021	51023	\$ 359.72	DATAMATIC, INC.	WATER	SOFTWARE LICENSE & SERVICE MAINTENANCE FEE DECEMBER 2021
October 29, 2021	51024	\$ 2,484.18	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(3)TECH SERVICES PERFORMED 10/13 (5) TECH SERVICE 10/20, (5) TECH SERVICES PERFORMED ON SITE SETUP WRKSTA-PD
October 29, 2021	51025	\$ 10,584.00	HAAKER EQUIPMENT COMPANY	STREETS	STREET SWEEPER RENTAL 8/24/2021 - 9/22/2021
October 29, 2021	51026	\$ 493.81	INDUSTRIAL CHEM LAB	GENERAL-WATER-SEWER	(6) GAL DISINFECTANT CLEANER SHIPPING & HANDLING
October 29, 2021	51027	\$ 160.00	KERWEST NEWSPAPER	GENERAL	(5) SUMMARIES OF ORD. NO 21-16 PROOF OF PUBLICATION
October 29, 2021	51028	\$ 900.00	LAW & ASSOCIATES	GENERAL	LAW ENFORCEMENT BACKGROUND INVESTIGATION- PD
October 29, 2021	51029	\$ 403.06	METRO UNIFORM	GENERAL	UNIFORM ITEMS-MENDOTA SHOULDER PATCH, NAMETAPE, EMBROIDERY ITEMS
October 29, 2021	51030	\$ 2,195.50	MID VALLEY DISPOSAL, INC	REFUSE-STREETS	ROLL OFF BIN EXCHANGE 50Y QTY: 13.64, 7.60, 4.70, 10Y QTY: 6.46, 5.57, 5.94
October 29, 2021	51031	\$ 2,321.06	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	RADIATOR 5.7 GM. CNG FOR STREET SWEEPER
October 29, 2021	51032	\$ 1,328.64	NORTHSTAR CHEMICAL	WATER	600 GAL SODIUM HYPOCHLORITE- 12.5%
October 29, 2021	51033	\$ 136.88	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- (1) PAPER GREEN, (2) PAPER 30%
October 29, 2021	51034	\$ 17,035.37	PG&E	GENERAL-WATER-STREETS	WATER DEPARTMENT UTILITIES 9/15/2021-10/13/2021, STREET LAMPS ON HOLMES 8/10/18-9/17/21-54080114348
October 29, 2021	51035	\$ 520.60	PROVOST & PRITCHARD	GENERAL	CES CARBON SEQUESTRATION PROJECT (PASS-THRU) 8/2021

CITY OF MENDOTA
 CASH DISBURSEMENTS
 10/20/2021-11/1/2021
 CHECK# 50997-51055

October 29, 2021	51036	\$ 2,041.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 9/14, 9/15, 9/17, 9/19/21
October 29, 2021	51037	\$ 551.89	RAMON'S TIRE & AUTO SERVICE	WATER-SEWER-STREETS	WHITE DODGE RAM 1500-TIRE REPAIR-INSIDE PATCH, FORD F-250 XL SUPER DUTY #7 TIRE REPAIR INSIDE PATCH
October 29, 2021	51038	\$ 135.79	STATE OF CALIFORNIA	STREETS	SIGNALS & LIGHTING BILLING JULY 2021-SEPT. 2021
October 29, 2021	51039	\$ 535.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL-ROJAS PARK, GOPHER MOUNDS SERV. 10/26/21, CITYHALL, DMV, YOUTH CENTER, PUBLIC WORKS, WWT OFFICE
October 29, 2021	51040	\$ 123.03	THARP'S FARM SUPPLY	WATER	(1) 35FT RULE W/ ARMOR, (1) 18 PC SCREWDRIVER SET
October 29, 2021	51041	\$ 84.22	THE HOME DEPOT	GENERAL-WATER-SEWER	FLEXTOUGH 3-PIECES 26INX20IN CAR FLOOR MATS
October 29, 2021	51042	\$ 86.68	TRU TRAILERS, INC.	GENERAL	(2) LEAF SPRING (PARKS)
October 29, 2021	51043	\$ 143.67	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SERVICE (6) 4X6 MATS, (2) BOWL CLIPS, (100) TERRY CLOTHS
October 29, 2021	51044	\$ 199.81	USA BLUEBOOK	WATER	FLUKE T5-1000 TEST METER VOLTS CONTINUITY CURRENT
October 29, 2021	51045	\$ 2,161.20	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL	LEGAL SERVICE RE.CITY ATTORNEY:SPECIAL LEG.9/15/21
November 1, 2021	51046	\$ 608.60	CENTRAL CAL SERVICES, INC.	GENERAL-WATER-SEWER-STREETS	DAMAGED HOSE-REPAIR & REPLACE 6' WHIPHOSE (GAS PUMP)
November 1, 2021	51047	\$ 850.00	ENVIRONMENTAL SYSTEMS RESEARCH	GENERAL	ARCGIS ONLINE CREATOR (10)& ARCGIS ONLINE FIELD WORK
November 1, 2021	51048	\$ 2,853.87	PETERS BROTHERS NURSERY & GARDEN	GENERAL	25 BAGS-RYEGRASS(50LB) & 10BAGS-STARKE FERTILIZER (50LBS)BB
November 1, 2021	51049	\$ 28,651.38	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	BASS & BARBOZA ROUNDABOUT(CITY) SERVICES, PROF SERV ROJAS PIERCE PARK IMP., CITYWIDE RAILROAD CROSSING IMP SEPT. 2021
November 1, 2021	51050	\$ 232.15	SIERRA DISPLAY, INC.	GENERAL	(100 EACH) 10-WATT BURNING LAMP-RED, GREEN, AMBER, & CLEAR
November 1, 2021	51051	\$ 7,714.95	BANKCARD CENTER	GENERAL	CREDIT CARD EXPENSES 9/20/2021-10/22/2021 ZOOM SUBS, HOLIDAY INN RESERVATION, CHEWY DOG FOOD, BUSINESS CARDS
November 1, 2021	51052	\$ 1,649.90	FRESNO COUNTY TAX COLLECTOR	GENERAL-WATER-SEWER-AIRPORT	FRESNO COUNTY SECURED PROPERTY TAX BILL INSTALL 1&2
November 1, 2021	51053	\$ 31.68	ORISTELA ALFARO	WATER	MO CUSTOMER REFUND FOR ALF0043
November 1, 2021	51054	\$ 41.40	MARIA L. HUGHES	WATER	MO CUSTOMER REFUND FOR HUG0001
November 1, 2021	51055	\$ 11.60	FERNANDO PORTILLO	WATER	MO CUSTOMER REFUND FOR POR0018

\$ 249,877.02

**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 SECOND AMENDED AND RESTATED
MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF FRESNO
AND THE CITY OF MENDOTA AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE THE SAME**

RESOLUTION NO. 21-89

WHEREAS, on February 7, 2006, the County of Fresno (“County”) and the City of Mendota (“City”) entered into a comprehensive agreement covering development, annexations, sales taxes, property taxes, and other matters, referred to as the 2006 Amended and Restated Memorandum of Understanding (“2006 MOU”); and

WHEREAS, the 2006 MOU served in part as the County’s and City’s master property tax transfer agreement under Subdivision (d) of Section 99 of the Revenue and Taxation Code; and

WHEREAS, the 2006 MOU also included provisions relating to redevelopment and included as a party the former Mendota Redevelopment Agency, which the City dissolved on February 1, 2012, following the State adopted comprehensive legislation, Assembly Bill X1 26 (Stats. 2011, 1st Ex. Sess. Chp. 5), dissolving California redevelopment agencies and prohibiting further redevelopment activities under the California Community Redevelopment Law (former Health and Safety Code section 33000, *et seq.*); and

WHEREAS, on July 8, 2008, the County and City executed a First Amendment to the 2006 MOU to address a 62.73-acre new growth area to accommodate expansion of the City’s wastewater treatment plant; and

WHEREAS, on January 26, 2021, the County and City executed a Second Amendment to the 2006 MOU to accommodate extension of the 2006 MOU for one year from the expiration date of February 7, 2021, and to provide additional time for both parties to complete ongoing negotiations regarding a longer-term extension; and

WHEREAS, the 2006 MOU, as amended, is set to expire February 7, 2022; and

WHEREAS, County and City desire to make additional changes to their comprehensive agreement set forth in the 2006 MOU, and to extend the term of their comprehensive agreement for an additional 15 years; and

WHEREAS, due to the age of the 2006 MOU and the desire to make additional changes, the County and City have determined that it is in their best interests to enter into this Second Amended and Restated Memorandum of Understanding (“Restated MOU”), which will supersede and replace the 2006 MOU, as amended; and

WHEREAS, the County and City wish to continue to work together to develop a fair and equitable approach to tax sharing and the encouragement of sound economic growth; and

WHEREAS, in order to encourage economic development and environmentally sound land use planning, it is important that any tax sharing among the County and City be determined in advance and that such arrangements not be fiscally detrimental to either the County or City; and

WHEREAS, the County and City recognize the importance of County and City services and are prepared to cooperate in an effort to address the County’s and City’s fiscal problems; and

WHEREAS, through annexation, the City provides the opportunity for economic growth and development to support public services for the City and County; and

WHEREAS, close cooperation between the County and City is necessary to maintain the quality of life throughout Fresno County and deliver needed services in the most cost-efficient manner to all City and County residents; and

WHEREAS, the County recognizes the need for orderly growth within and adjacent to the City and for supporting appropriate annexations and promoting the concentration of development within the City; and

WHEREAS, the City recognizes that development within City limits may also have the effect of concentrating revenue-generating activities within the City rather than in unincorporated areas and that, as a result of Proposition 13 and its implementing legislation, annexation by the City of unincorporated territory can result in a loss of revenue sources for the County unless there is significant new development activity as a result of annexation; and

WHEREAS, annexation is appropriate where it results in the development of urban uses in response to a clearly demonstrated community demand, and it can be a valuable tool in the physical and economic development of the City and County; and

WHEREAS, the City and County recognize that County General Plan Goal LU-G provides that the County will direct urban growth and development within the cities’ spheres of influence to existing incorporated cities and will ensure that all development in city fringe areas is well planned and adequately served by necessary public facilities and infrastructure and furthers Countywide economic development goals; and

WHEREAS, the City and County recognize that, when urban growth and development is directed to cities, there is a lost opportunity of development by the County in the unincorporated area and that sharing of local sales and use taxes generated by such development would serve as a tool for the County to participate in receiving a share of that new revenue; and

WHEREAS, it is the interest of the City and County to require all new urban development to pay a roughly proportionate share of the cost of urban services and infrastructure created by the development, whether it occurs in the City or in the adjacent unincorporated area of the City's sphere of influence.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the Second Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Mendota, attached hereto as Exhibit "A", and authorizes the City Manager to execute the same.

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 9th day of November, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

1 WHEREAS, due to the age of the 2006 MOU and the desire to make additional changes,
2 COUNTY and CITY have determined that it is in their best interests to enter into this RESTATED MOU,
3 which will supersede and replace the 2006 MOU; and

4 WHEREAS, COUNTY and CITY wish to continue to work together to develop a fair and equitable
5 approach to tax sharing and the encouragement of sound economic growth; and

6 WHEREAS, in order to encourage economic development and environmentally sound land use
7 planning, it is important that any tax sharing among COUNTY and CITY be determined in advance and
8 that such arrangements not be fiscally detrimental to either COUNTY or CITY; and

9 WHEREAS, COUNTY and CITY recognize the importance of COUNTY and CITY services and
10 are prepared to cooperate in an effort to address COUNTY's and CITY's fiscal problems; and

11 WHEREAS, through annexation CITY provides the opportunity for economic growth and
12 development to support public services for CITY and COUNTY; and

13 WHEREAS, close cooperation between COUNTY and CITY is necessary to maintain the quality
14 of life throughout Fresno County and deliver needed services in the most cost-efficient manner to all CITY
15 and COUNTY residents; and

16 WHEREAS, COUNTY recognizes the need for orderly growth within and adjacent to CITY and
17 for supporting appropriate annexations and promoting the concentration of development within CITY; and

18 WHEREAS, CITY recognizes that development within CITY limits may also have the effect of
19 concentrating revenue-generating activities within CITY rather than in unincorporated areas and that, as
20 a result of Proposition 13 and its implementing legislation, annexation by CITY of unincorporated territory
21 can result in a loss of revenue sources for COUNTY unless there is significant new development activity
22 as a result of annexation; and

23 WHEREAS, annexation is appropriate where it results in the development of urban uses in
24 response to a clearly demonstrated community demand, and it can be a valuable tool in the physical and
25 economic development of CITY and COUNTY; and

26 WHEREAS, the parties recognize that COUNTY General Plan Goal LU-G provides that COUNTY
27 will direct urban growth and development within the cities' spheres of influence to existing incorporated
28

1 cities and will ensure that all development in city fringe areas is well planned and adequately served by
2 necessary public facilities and infrastructure and furthers countywide economic development goals; and

3 WHEREAS, the parties recognize that when urban growth and development is directed to cities
4 there is a lost opportunity of development by COUNTY in the unincorporated area and that sharing of
5 local sales and use taxes generated by such development would serve as a tool for the COUNTY to
6 participate in receiving a share of that new revenue; and

7 WHEREAS, it is the interest of the parties to require all new urban development to pay a roughly
8 proportionate share of the cost of urban services and infrastructure created by the development, whether
9 it occurs in the CITY or in the adjacent unincorporated area of the CITY's sphere of influence.

10 NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

11 ARTICLE I

12 DEFINITIONS

13 Unless the particular provision or context otherwise requires, the definitions contained in this
14 article and in the Revenue and Taxation Code shall govern the construction, meaning, and application of
15 words used in this RESTATED MOU.

16 1.1 "Base property tax revenues" means property tax revenues allocated by tax rate
17 equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed
18 in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned
19 pursuant to this RESTATED MOU, including the amount of State reimbursement of the homeowners' and
20 business inventory exemptions.

21 1.2 Except as provided in Section 6.1, "property tax increment" means revenue from the
22 annual tax increment, as "annual tax increment" is defined in Section 98 of the Revenue and Taxation
23 Code, attributable to the tax rate area for the respective tax year.

24 1.3 "Substantial development" or "substantially developed" means real property which, prior
25 to annexation, has an improvement value to land value ratio equal to or greater than 1.25:1, as of the lien
26 date in the fiscal year in which the annexation becomes effective under the Cortese-Knox Local
27 Government Reorganization Act, and on and after January 1, 2000, the Cortese-Knox-Hertzberg Local
28 Government Reorganization Act of 2000.

1 2.2 In order to encourage the orderly processing of proposed annexations, CITY shall, at least
2 thirty (30) days prior to filing any annexation proposal with the Fresno County Local Agency Formation
3 Commission (hereinafter "LAFCO"), notify COUNTY of its intention to file such proposal and the date
4 upon which CITY expects such proposal to be filed. Upon COUNTY's request, CITY agrees to meet with
5 COUNTY to review whether its proposed annexation complies with The Standards. Within fifteen (15)
6 days after the date COUNTY receives notice by the CITY of its annexation proposal, COUNTY shall notify
7 CITY in writing if it has determined that the proposed annexation is inconsistent with The Standards.
8 Upon receipt of such notification, CITY may either modify the proposal to COUNTY's specifications or
9 adopt a resolution finding that the proposed annexation is, in CITY's determination, consistent with The
10 Standards. If County fails to give such notice within the fifteen-day period, the annexation shall be
11 conclusively deemed consistent with all provisions of this article and The Standards.

12 2.3 If CITY adopts a resolution making the findings described in Section 2.2, then COUNTY
13 may challenge such findings by appropriate court action filed within thirty (30) days of receipt of written
14 notice of the adoption of CITY's resolution. The court shall independently review the evidence and
15 determine whether the proposed annexation is consistent with the Standards.

16 As an alternative to a judicial challenge by the COUNTY, the parties may within the aforesaid
17 thirty (30) day period mutually agree in writing to arbitrate their dispute through proceedings conducted
18 in accordance with the rules established by the American Arbitration Association. The parties upon
19 agreeing to arbitrate will proceed with arbitration in a timely manner. The arbitrator hearing the matter
20 shall independently review the evidence and determine whether the proposed annexation is consistent
21 with The Standards.

22 Reasonable costs of prosecution incurred by the prevailing party, either in court proceedings or
23 the arbitration proceedings, shall be paid by the non-prevailing party. The parties agree that CITY shall
24 not proceed to LAFCO with the proposed annexation until the dispute is finally resolved either by court
25 or arbitration proceedings. If CITY attempts to proceed with such proposed annexation prior to the
26 expiration of the period in which COUNTY may file its court action or agree to arbitrate, or prior to the
27 final conclusion of such court or arbitration proceeding, then the property tax exchange provisions of
28 Article III of this RESTATED MOU shall not apply to that proposed annexation.

1 Notwithstanding the foregoing, the CITY may proceed to LAFCO under this RESTATED MOU if
2 court or arbitration proceedings are not completed within thirty (30) days after the filing thereof provided,
3 however, that LAFCO in its resolution of approval, at the request of the CITY, conditions the completion
4 of the annexation upon the Executive Officer's prior receipt of a certified copy of the document evidencing
5 the finality of the aforesaid court or arbitration proceedings determining that the proposed annexation is
6 consistent with Exhibit "1" attached hereto, or alternatively, receipt of a written stipulation of the CITY and
7 COUNTY agreeing that a master property tax agreement still exists permitting the completion of such
8 proposed annexation. If LAFCO declines to include the aforesaid condition, or CITY fails to timely request
9 such condition, no property tax exchange agreement as required by Section 99 of the Revenue and
10 Taxation Code shall exist between CITY and COUNTY as to that proposed annexation. If CITY
11 nevertheless attempts to proceed with the annexation, such action on the part of the CITY shall also be
12 deemed good cause for the COUNTY at its option to terminate this RESTATED MOU.

13 2.4 For the purpose of promoting economic development and job creation, an Alternate
14 Standard for Annexation for industrial or regional commercial uses is hereby created. In the place of The
15 Standards set forth in Exhibit 1, the Alternate Standard for Annexation shall apply to and govern the
16 review of annexation proposals for industrial or regional commercial uses. Annexation proposals for
17 industrial/regional commercial uses shall include a conceptual development plan, as described herein.
18 The conceptual development plan shall consist of the economic objectives to be achieved, the service
19 and financing strategy and its schedule, and shall include a map of the proposed rezoning. The
20 conceptual development plan's schedule shall include milestones for major project components, to
21 measure the progress of the project. Due to the complexity of such projects the development schedule
22 for planning and implementation may reasonably require a period of from five to ten years. The
23 annexation proposal shall be submitted to and reviewed by the COUNTY pursuant to Section 2.2.
24 Annexation proposals that comply with the criteria of this Section 2.4 shall, be deemed to comply with
25 Section 2.1. The annexation application to be submitted to LAFCO shall be considered complete upon
26 adoption of the rezoning by the CITY. COUNTY and CITY agree to meet annually to review the progress
27 toward the achievement of the economic development objectives and to identify ways to promote mutual
28 economic development objectives. The proposed annexation made under this Alternate Standard for

1 ARTICLE IV

2 DEVELOPMENT WITHIN AND ADJACENT

3 TO CITY'S SPHERE OF INFLUENCE

4 AND COUNTY CAPITAL IMPROVEMENT FEES

5 4.1 COUNTY shall not approve any discretionary development permits for new urban
6 development within CITY's sphere of influence unless the development shall have first been referred to
7 CITY for consideration of possible annexation. If CITY does not, within sixty (60) days of receipt of notice
8 from COUNTY, adopt a resolution of application to initiate annexation proceedings before LAFCO,
9 COUNTY may approve development permits for that new urban development. COUNTY's approval shall
10 take into consideration CITY's general plan and be consistent with COUNTY's general plan policies,
11 provided, that the development is orderly and does not result in the premature conversion of agricultural
12 lands.

13 4.2 Within the CITY's sphere of influence, COUNTY shall require compliance with
14 development standards that are comparable to CITY's and charge development fees reflecting the
15 increased administrative and implementing cost where such CITY standards are more stringent than
16 COUNTY's. These requirements shall apply to discretionary development applications approved by
17 COUNTY. For purposes of this Agreement, "discretionary development applications" shall mean General
18 Plan Amendments, Rezoning, Tentative Tract Maps, Tentative Parcel Maps, Conditional Use Permits,
19 Director Review and Approvals, and Variances.

20 4.3 CITY development fees shall be charged for any discretionary development applications
21 to be approved by the COUNTY within CITY's sphere of influence. To establish or amend CITY
22 development fees, CITY shall conduct a public hearing and notify property owners in accordance with
23 State Law. At the conclusion of that hearing, CITY shall adopt a resolution describing the type, amount,
24 and purpose of CITY fees to be requested for COUNTY adoption.

25 4.4 CITY shall transmit the adopted resolution to the COUNTY for its adoption of the
26 development fees. CITY shall include a draft ordinance for COUNTY's adoption with appropriate
27 supporting documentation or findings by the CITY demonstrating that the fees comply with the Mitigation
28 Fee Act (Section 66000, and following, of the Government Code) and other applicable State Law

1 requirements. CITY fees may also include CITY's and COUNTY's increased administrative costs and
2 inspection charges, provided those costs similarly comply with the Mitigation Fee Act and other applicable
3 State Law requirements.

4 4.5 COUNTY shall collect the applicable CITY development fees for infrastructure and
5 facilities at the time of final map approval or issuance of building permits as established by the fee
6 schedule. Or, COUNTY shall require the applicant to present a voucher issued by CITY evidencing the
7 payment of the fees directly to CITY, or written confirmation by CITY that fees are inapplicable. If
8 COUNTY imposes and collects fees on behalf of CITY, COUNTY shall transfer the fees to CITY at the
9 earliest time legally permitted.

10 4.6 CITY shall give COUNTY at least thirty (30) days' notice before implementing any new
11 development fees or an amendment to existing development fees. Notwithstanding this Section 4.6, or
12 any other provision of this MOU, CITY shall be solely responsible for determining the amount of the
13 development fees and setting them in accordance with law. This Section 4.6 shall not be construed as
14 a representation by COUNTY as to the propriety of the development fees or the procedures used in
15 setting them.

16 4.7 CITY shall hold harmless, defend and indemnify the COUNTY from all claims, demands,
17 and litigation of any kind whatsoever arising from disputes relating to the development fees, or the
18 enactment of or the collection of CITY development fees.

19 4.8 If COUNTY adopts capital improvement fees, CITY shall require that an applicant for any
20 land use entitlement or permit within CITY shall pay all COUNTY, public improvement fees applicable to
21 the entitlement or permit on behalf of the COUNTY. At the COUNTY's request, CITY shall either timely
22 impose and collect all such fees or shall require the applicant to present a voucher issued by COUNTY
23 evidencing the payment of fees directly to COUNTY. If adopted by COUNTY, the fees are to mitigate
24 the impact of development on required COUNTY facilities and services including, but not limited to, the
25 criminal justice system, health, social services, parks, transportation and library. If CITY imposes and
26 collects fees on behalf of COUNTY, CITY shall transfer the fees to COUNTY at the earliest time legally
27 permissible to do so. COUNTY may impose new fees and amend existing fees from time to time in its
28 sole discretion. COUNTY shall give CITY at least thirty (30) days' notice before implementing any new

1 fees or an amendment to existing fees. Notwithstanding this Section 4.8, or any other provision of this
2 RESTATED MOU, COUNTY shall be solely responsible for determining the amount of the fees and
3 setting them in accordance with law. This Section 4.8 shall not be construed as a representation by CITY
4 as to the propriety of the fees or the procedures used in setting them. If COUNTY imposes capital
5 improvement fees and CITY collects capital improvement fees on behalf of COUNTY, this RESTATED
6 MOU serves as a joint powers agreement under Chapter 5 of Division 7 of Title 1 (commencing with
7 Section 6500) of the Government Code for the purpose of CITY's collection of capital improvement fees
8 on behalf of COUNTY.

9 4.9 COUNTY shall hold harmless, defend and indemnify the CITY from all claims, demands,
10 and litigation of any kind whatsoever arising from disputes relating to the enactment or collection of
11 COUNTY capital improvement fees.

12 4.10 COUNTY shall support urban unification and consolidation of urban services. To this end,
13 COUNTY shall oppose the creation of new governmental entities within CITY's sphere of influence,
14 except for such entities that may be necessary to address service requirements that cannot be addressed
15 by annexation to CITY. CITY and COUNTY will support transition agreements with current service
16 providers which recognize the primary role of cities as providers of urban services and where current
17 service providers have participated in service master planning.

18 4.11 Within CITY's sphere of influence and for the two-mile area beyond that sphere of
19 influence, COUNTY and CITY agree that, in the early stages of preparation of zone changes, circulation
20 proposals, and general plan amendments for new urban development, they shall consult and formally
21 notify at the staff level in such fashion as to provide meaningful participation in the policy formulation
22 process, and shall likewise consult on other policy changes which may have an impact on growth or the
23 provision of urban services. CITY shall also be given the opportunity to respond to COUNTY before the
24 final document is prepared for presentation to COUNTY's Planning Commission. COUNTY agrees that
25 it will solicit comments from CITY in the preparation of any Initial Study required by the California
26 Environmental Quality Act undertaken within the area. If CITY determines such urban development may
27 have a significant effect on the environment, the COUNTY shall require an Environmental Impact Report
28 to be prepared if a fair argument can be made in support of the CITY's finding.

1 Notwithstanding anything to the contrary herein, because of state-mandated directives, including
2 without limitation, the state Regional Housing Needs Allocation, COUNTY may consider approval of
3 urban development in areas that are not currently planned for urban development, in order to meet its
4 obligations under a state-mandated directive.

5 4.12 Any change in the CITY's sphere of influence proposed by either COUNTY or CITY which
6 would modify the area depicted in Exhibit "3" requires the mutual consultation of both parties prior to
7 submission to LAFCO.

8 ARTICLE V

9 IMPLEMENTATION OF SALES TAX

10 REVENUE COLLECTION

11 5.1 Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law, Part 1.5, Division
12 2, of the Revenue and Taxation Code (commencing with Section 7200), CITY shall, concurrent with the
13 execution of this RESTATED MOU, amend its local sales and use tax ordinance, as needed, to comply
14 with the terms of this RESTATED MOU. The amendment of CITY's sales and use tax ordinance
15 (hereinafter referred to as "Ordinance Amendment") described in this Section 5.1 shall be timely
16 forwarded to the State Department of Tax and Fee Administration so that it will become operative as of
17 the first July 1 following the CITY reaching the threshold set forth in subsections 5.2.1 and 5.2.2. The
18 Ordinance Amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a
19 portion of the sales and use tax revenues generated within the incorporated areas of CITY in accordance
20 with the applicable rate set forth on Exhibit "4", attached hereto and incorporated by reference as if set
21 forth fully at this point. The format of this amendment by CITY to its local sales and use tax ordinance
22 shall likewise provide as a credit against the payment of taxes due under such ordinance, an amount
23 equal to any sales and use tax due to COUNTY.

24 5.2 Except as otherwise provided herein, CITY further agrees that the Ordinance Amendment
25 shall likewise provide for the periodic reallocation of additional sales tax revenues generated within the
26 incorporated areas of CITY in accordance with the schedule set forth on Exhibit "4". Each subsequent
27 incremental adjustment shall go into effect at the commencement of the fiscal year indicated. These
28 periodic adjustments shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect that

1 portion of the sales and use tax revenues generated within the incorporated areas of CITY equal to the
2 applicable percentage as specified in Exhibit "4". These periodic adjustments shall automatically go into
3 effect provided that:

4 5.2.1 CITY receives sales tax revenues per capita in an amount greater than fifty percent
5 (50%) of the sales tax revenue per capita collected by all Fresno County cities when taken as
6 a group during the most recent fiscal year for which State Department of Tax and Fee
7 Administration information is available, then it hereby agrees to reallocated sales tax revenues
8 with COUNTY beginning in fiscal year 2021-22 in accordance with the provisions of this article;
9 and

10 5.2.2 CITY's annual sales tax revenue information available for the State Department of
11 Tax and Fee Administration allows City to reallocate sales tax revenue at the percentage
12 designated in Exhibit "4" and still have a net increase in its remaining sales tax revenue when
13 compared with the fiscal year immediately preceding the fiscal year described above. The
14 periodic phase in of sales tax reallocation described herein shall be delayed from year-to-year
15 if CITY falls below the sales tax reallocation threshold as identified in Section 5.2. In those
16 years in which CITY does not meet the sales tax reallocation threshold, CITY's sharing
17 proportion shall continue at the same rate as in the last year in which CITY met or exceeded
18 the threshold. When, in a subsequent year, CITY again meets or exceeds the threshold, the
19 sharing proportion of CITY shall be at the next higher sharing proportion shown on Exhibit "4",
20 and the annual phase-in shall continue therefrom.

21 5.3 The Ordinance Amendment is intended to reduce CITY's sales tax rate from its then-
22 existing level to a level which thereby enables COUNTY, pursuant to its sales tax ordinance, to continue
23 collecting those amounts set forth in the previous provisions of this article as well as the applicable
24 percentages set forth on Exhibit "4". In addition, each periodic adjustment is intended by the parties to
25 enable COUNTY to collect an amount equivalent to the applicable percentage specified in Exhibit "4".

26 5.4 Whenever CITY proposes an annexation of unincorporated territory which generates
27 "substantial sales tax revenue" (as defined in this section 5.4 below) for COUNTY, CITY, agrees to further
28 amend its local sales and use tax ordinance as set forth in this section. Notwithstanding the language of

1 subsections 5.2.1 and 5.2.2, this additional amendment shall become operative no later than the
2 commencement of the next calendar quarter following the date upon which such annexation is certified
3 as complete by the Executive Officer of LAFCO. This additional amendment shall decrease CITY's sales
4 tax rate to yield an amount of substantial sales tax revenue being collected by COUNTY in the area to
5 be annexed, thus enabling COUNTY to increase its sales tax rate by a corresponding percentage which
6 shall continue to accrue to COUNTY throughout the term of this RESTATED MOU. Any such additional
7 amendment made by CITY pursuant to this section shall be cumulative and likewise preserve intact any
8 periodic adjustments previously implemented pursuant to this RESTATED MOU. Further, CITY agrees
9 that it shall not split or separate areas into smaller annexations for the purpose of, or having the effect of,
10 creating an annexation or annexations which, individually, do not generate substantial sales tax revenue,
11 but which would generate such revenue if combined. For purposes of this article, the term "substantial
12 sales tax revenue" shall be defined as sales tax revenue derived from taxable sales in the area annexed
13 equal to at least:

14 5.4.1 If only information for less than one fiscal year exists, then \$100,000 in taxable
15 sales in the most recent quarter for which such information from the State Department of
16 Tax and Fee Administration is available in writing or electronic or magnetic media, and
17 projected to a full four quarters, at least \$400,000 in taxable sales.

18 5.4.2 If information for one or more years exist, then \$400,000 in taxable sales in the
19 most recent year for which such information from the State Department of Tax and Fee
20 Administration is available in writing or electronic or magnetic media.

21 5.5 If CITY fails to amend its sales tax ordinance as provided in section 5.1, or if the Ordinance
22 Amendment fails to provide for the periodic reallocation of additional sales tax revenues as provided in
23 section 5.2, the subsections therein, and Exhibit "4", or if CITY fails to further amend its sales tax
24 ordinance upon the annexation of unincorporated territory which generates substantial sales tax revenue
25 for COUNTY as provided in section 5.4, or if CITY splits or separates areas into smaller areas as
26 prohibited by section 5.4, then this RESTATED MOU shall immediately terminate and, in particular, no
27 master property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and
28 Taxation Code, shall exist between CITY and COUNTY.

1 by a court of competent jurisdiction, or should any party to this RESTATED MOU fail to perform any of
2 its obligations hereunder, or should any party to this RESTATED MOU take any action to frustrate the
3 intentions of the parties as expressed in this RESTATED MOU, then in such event, this entire RESTATED
4 MOU, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this
5 RESTATED MOU, shall immediately be of no force and effect and, in particular, no property tax exchange
6 agreement, as required by Section 99 of the Revenue and Taxation Code, shall exist between the CITY
7 and COUNTY as to unincorporated property.

8 8.2 Geographic Application of RESTATED MOU

9 This RESTATED MOU shall apply only to the area identified as the City of Mendota's Sphere of
10 Influence and the Future Growth Areas as depicted in Exhibit 3. This RESTATED MOU shall not apply
11 to any sphere of influence beyond the area depicted in Exhibit 3 unless and until the parties mutually
12 agree to amend this RESTATED MOU.

13 8.3 Termination Due to Changes in Law

14 The purpose of this RESTATED MOU is to alleviate in part the revenue shortfall experienced by
15 COUNTY which may result from CITY's annexation of revenue-producing or potentially revenue-
16 producing properties located within the unincorporated area of COUNTY. The purpose of this RESTATED
17 MOU is also to enable CITY to proceed with territorial expansion and economic growth consistent with
18 the terms of existing law as mutually understood by the parties as well as to maximize each party's ability
19 to deliver essential governmental services. In entering into this RESTATED MOU, the parties mutually
20 assume the continuation of the existing statutory scheme for the distribution of available tax revenues to
21 local government and that assumption is a basic tenet of this RESTATED MOU. Accordingly, it is mutually
22 understood and agreed that this RESTATED MOU may, by mutual agreement be terminated should
23 changes occur in statutory law, court decisions or state administrative interpretations which negate the
24 basic tenets of this RESTATED MOU.

25 8.4 Modification

26 This RESTATED MOU and all of the covenants and conditions set forth herein may be modified
27 or amended only by a writing duly authorized and executed by COUNTY and CITY.

28 ///

1 8.5 Enforcement

2 COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or
3 each other or their future governing bodies in the exercise of their discretionary legislative power.
4 However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes
5 hereof, if necessary by administrative action independent of ordinances, and that this RESTATED MOU
6 may be enforced by injunction to the extent allowed by law.

7 8.6 Entire Agreement and Supersession

8 With respect to the subject matter hereof, this RESTATED MOU supersedes any and all previous
9 negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between
10 COUNTY and CITY except as otherwise provided herein.

11 8.7 Notice

12 All notices, requests, certifications or other correspondence required to be provided by the parties
13 to this RESTATED MOU shall be in writing and shall be delivered by first class mail or an equal or better
14 form of delivery to the respective parties at the following addresses:

<u>COUNTY</u>	<u>CITY</u>
County Administrative Officer	City Manager
County of Fresno	City of Mendota
Hall of Records, Room 300	City Hall
2281 Tulare Street	643 Quince Street
Fresno, CA 93721	Mendota, CA 93640

19 8.8 Renegotiation

20 If COUNTY enters into an agreement or memorandum of understanding, which includes a master
21 property tax exchange agreement under subdivision (d) of Section 99 of the Revenue and Taxation Code,
22 with another city that has terms and conditions more favorable in the aggregate to that city than those
23 terms and conditions contained herein, COUNTY agrees that it will negotiate such terms and conditions
24 upon written request from CITY, with the intent of offering that more favorable agreement. Negotiations
25 shall conclude thirty (30) days from the date of receipt of notice by COUNTY and, if agreement is
26 tentatively reached during that period, the legislative bodies of the parties shall approve any such
27 amendment within thirty (30) days following the date of the tentative agreement. COUNTY and CITY are
28 not required to reach agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this RESTATED MOU in the County of Fresno, State of California, on the last date set forth below.

County of Fresno, a Political Subdivision of the State of California (COUNTY)

City of Mendota, a Municipal Corporation of the State of California (CITY)

By: _____

By: _____

Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

Rolando Castro, Mayor, City of Mendota

Date: _____

Date: _____

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California
Clerk to the Board of Supervisors

Attest:
Celeste Cabrera-Garcia, MPA
City Clerk

By: _____
Deputy

By: _____
Celeste Cabrera-Garcia, MPA, City Clerk
City of Mendota

Cristian Gonzalez, City Manager

By: _____
Cristian Gonzalez, City Manager
City of Mendota

Approved as to Legal Form
City Attorney, City of Mendota

By: _____
John Kinsey, City Attorney
City of Mendota

EXHIBIT 1
STANDARDS FOR ANNEXATION

- The proposal must be consistent with adopted sphere of influence of the city and not conflict with the goals and policies of the Cortese-Knox-Hertzberg Act.
- The proposal must be consistent with city general and specific plans, including adopted goals and policies.
- Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.
- A proposal for annexation is acceptable if one of the following conditions exist:
 1. There is existing substantial development provided the City confines its area requested to that area needed to include the substantial development and create logical boundaries.
 2. Development exists that requires urban services which can be provided by the City.
 3. If no development requiring urban services exists, at least 25% of the area proposed for annexation has:
 - (a) Approved tentative subdivision map (single-family residential)
 - (b) Approved site plan (for other uses including multi-family)
 4. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.
 5. The annexation includes the full width of road right-of-way along the annexation boundary and does not result in the creation of bypassed segments of existing County road rights-of-way.
- The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

For any of the following circumstances listed below, a proposal for annexation is presumed to comply with all standards for annexation:

- The request for annexation is by a city for annexation of its own publicly-owned property for public use.
- The request for annexation is by a city in order to facilitate construction of public improvements or public facilities which otherwise could not be constructed.
- The request for annexation is to remove an unincorporated island, substantially surrounded area, or otherwise address existing peninsulas and/or irregular boundaries.

- The annexation is intended to mitigate or otherwise comply with standards/conditions required by another agency with respect to another development/annexation

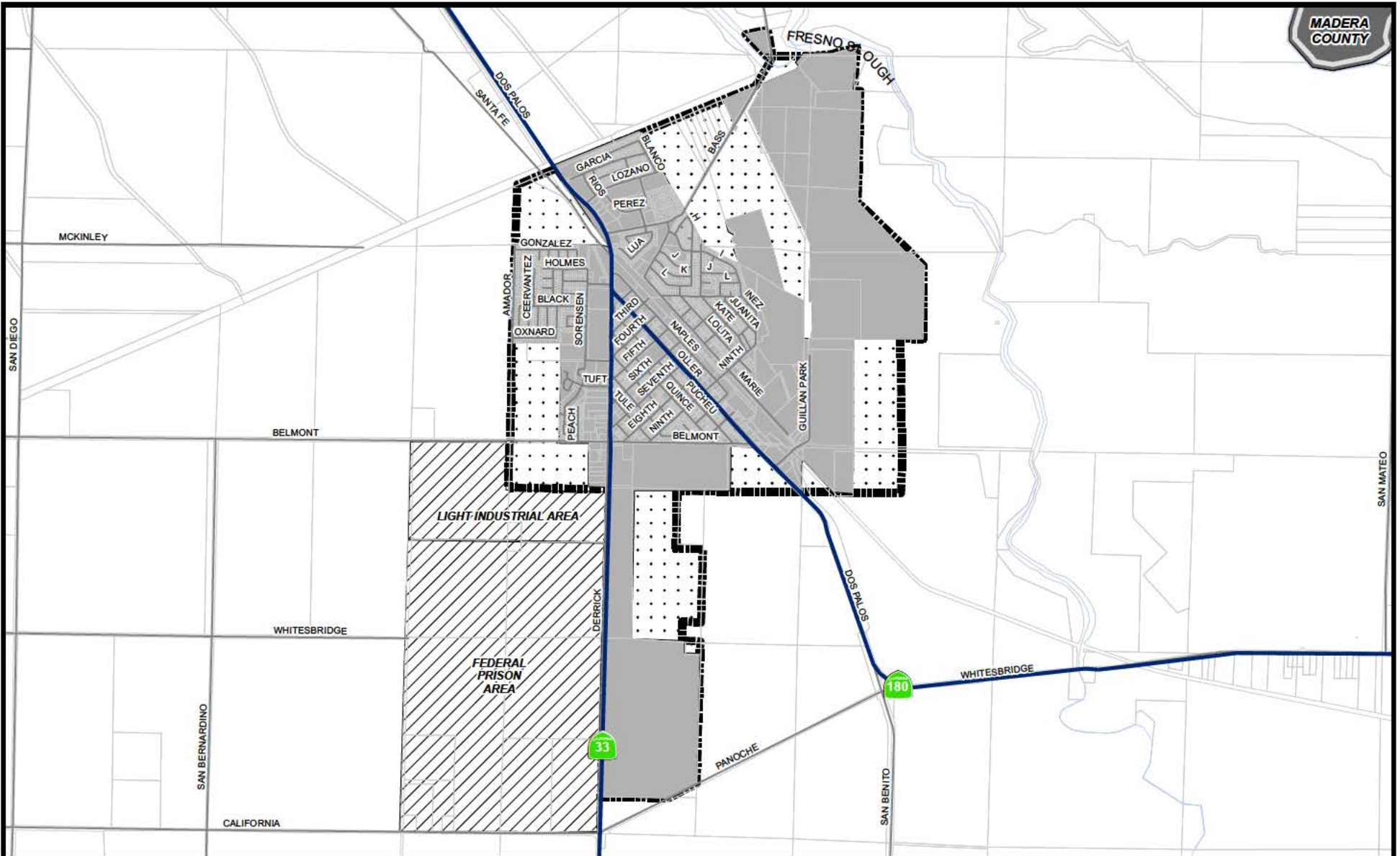
EXHIBIT 2

Effective July 1, 2021, the property tax sharing ratios shall be as follows:

County	City	Effective Date
63.0%	37.0%	July 1, 2022
63.0%	37.0%	July 1, 2023
63.0%	37.0%	July 1, 2024
63.0%	37.0%	July 1, 2025
63.0%	37.0%	July 1, 2026
63.0%	37.0%	July 1, 2027
63.0%	37.0%	July 1, 2028
63.0%	37.0%	July 1, 2029
63.0%	37.0%	July 1, 2030
63.0%	37.0%	July 1, 2031
63.0%	37.0%	July 1, 2032
63.0%	37.0%	July 1, 2033
63.0%	37.0%	July 1, 2034
63.0%	37.0%	July 1, 2035
63.0%	37.0%	July 1, 3036

EXHIBIT A

MADERA COUNTY



Legend

-  Mendota City Limits
-  City of Mendota Sphere of Influence
-  Future Growth Area: 1,206.28 Acres

CITY OF MENDOTA

Department of Public Works and Planning
Development Services Division

Prepared by: GSAMANO
G:\4360Devs&Plan\GIS\Maps\Specific



EXHIBIT 4

Effective July 1, 2021, the Sales Tax Revenue Sharing Proportion shall be as follows:

YEAR	CITY
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
11	5%
12	5%
13	5%
14	5%
15	5%

Table 1: Sales Tax Revenue Allocation Application FY 2018-19 Data

City	Sales Tax Revenue 2017 - 2018	Population January 1, 2018	Per Capita Tax Revenue 2017 - 2018	Sales Tax Revenue 2018 - 2019	Population January 1, 2019	Per Capita Tax Revenue 2018 - 2019	Meets 50% Criteria 2017 - 2018	Meets 50% Criteria 2018 - 2019	Growth over 1/2%	Sales Tax Revenue Growth
	A	B	C	D	E	F	G	F	I	J
Clovis	\$ 20,088,192	113,501	\$ 176.99	\$ 21,398,962	116,609	\$ 183.51	A	A	Yes	6.53%
Coalinga	\$ 795,842	16,516	\$ 48.19	\$ 946,569	16,944	\$ 55.86	B	B	Yes	18.94%
Firebaugh	\$ 887,447	7,893	\$ 112.43	\$ 825,341	7,980	\$ 103.43	A	A	No	-7.00%
Fowler	\$ 1,290,773	6,161	\$ 209.51	\$ 1,415,099	6,220	\$ 227.51	A	A	Yes	9.63%
Fresno	\$ 86,000,524	536,593	\$ 160.27	\$ 91,798,987	542,012	\$ 169.37	A	A	Yes	6.74%
Huron	\$ 174,745	7,281	\$ 24.00	\$ 182,158	7,302	\$ 24.95	B	B	Yes	4.24%
Kerman	\$ 1,913,749	15,335	\$ 124.80	\$ 1,981,109	15,767	\$ 125.65	A	A	Yes	3.52%
Kingsburg	\$ 975,836	12,397	\$ 78.72	\$ 1,141,664	12,551	\$ 90.96	A	A	Yes	16.99%
Mendota	\$ 611,472	12,201	\$ 50.12	\$ 674,507	12,278	\$ 54.94	B	B	Yes	10.31%
Orange Cove	\$ 176,743	9,443	\$ 18.72	\$ 225,323	9,460	\$ 23.82	B	B	Yes	27.49%
Parlier	\$ 424,544	15,460	\$ 27.46	\$ 444,697	15,658	\$ 28.40	B	B	Yes	4.75%
Reedley	\$ 1,687,854	25,797	\$ 65.43	\$ 1,755,297	25,873	\$ 67.84	B	B	Yes	4.00%
Sanger	\$ 2,320,636	26,418	\$ 87.84	\$ 2,325,388	27,005	\$ 86.11	A	A	No	0.20%
San Joaquin	\$ 185,302	4,124	\$ 44.93	\$ 252,989	4,144	\$ 61.05	B	B	Yes	36.53%
Selma	\$ 5,515,388	24,327	\$ 226.72	\$ 6,482,913	24,402	\$ 265.67	A	A	Yes	17.54%
Sales Tax Revenue										
Total All Cities	\$ 123,049,047	833,447		\$ 131,851,003	844,205					
Per Capita All Cities			\$ 147.64			\$ 156.18				
50% Minimum			\$ 73.82			\$ 78.09				
Unincorporated Population		170,813			170,990					
Total County Population										

Sales Tax Revenues: Columns A & D, Source: State Board of Equalization Annual Report Statistical Appendix; Fiscal Year Data Available in January of Next Calendar Year

Population Data: Columns B & E, Source: Source State Department of Finance January 1, Population Estimates; Available in May of that Calendar Year

Per Capita Sales Tax All Cities (FY 2017-18) Sum Columns A & B. Then divide the column A summed total by the column B summed total. The Result is listed in Column C as "Per Capita Cities"

Per Capita Sales Tax All Cities (FY 2018-19) Sum Columns D & E. Then divide the column D summed total by the column E summed total. The Result is listed in Column F as "Per Capita Cities"

50% Minimum Criteria: The Previous Calculations divided by 2. Then a comparison of this number with the numbers in columns C & F is made. Results are reflected in columns G & H. "A" means above, "B" Below the Criteria.

Sales Tax Revenue Growth: Column J; Compute percentage growth of Sales Tax Revenue: Change in Sales Tax Revenue in Column D compared to Column A.

Growth Criteria: If the Sales Tax Revenues of the city grew by at least 1/2%, the results are reflected in column I with a "YES"

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ACCEPTING AND FILING THE COMMUNITY FACILITIES DISTRICT NO. 2006-1 ANNUAL REPORT FOR FISCAL YEAR 2021/22.
DATE: NOVEMBER 9, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-90, accepting and filing the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2021/22?

BACKGROUND

The California State Legislature through Senate Bill 165 enacted the Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) to provide accountability measures for any local special tax and /or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), an annual report must be filed by the local agency levying the special tax and or issuing a bond measure and shall contain a description of the following:

- (1) The amount of funds collected and expended.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

ANALYSIS

The Community Facilities District No. 2006-1 (“CFD No. 2006-1”) was formed by the City on November 28, 2006 and includes properties within Las Palmas Tract 5483, which is located west of Hwy 33, north of Belmont Avenue, and bordered by Bass Avenue to the north and primarily Rowe Avenue to the east. On August 7, 2019, the boundaries of the district were amended to include Annexation No 1, which represents the residential lots of Tract 6218 located south of Bass Avenue, north of Second Street and east of Derrick Avenue.

The qualified electors within the CFD No. 2006-1 authorized the City to levy a Special Tax to finance certain services, specifically to pay the cost of providing police and fire services that are in addition to those provided in the territory within the CFD No. 2006-1 prior to the formation and to pay costs associated with the determination of and levy and collection of the special taxes.

The Annual Report provides certain general and administrative information related to the CFD No. 2006-1, including: (I) the Special Tax Levy for Fiscal Year 2021/22, the current fiscal year, (II) Background of the CFD No. 2006-1, (III) Summary of the projected and actual development

within the CFD No. 2006-1. The information described above is provided to the City for informational purposes only and is not required by any statute of law.

The Annual Report includes information prepared in compliance with the Accountability Act. Section VI. Of the Annual Report includes information regarding the amount of annual Special Taxes collected and the authorized expenditures for Fiscal Year 2020/2021.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-90, accepting and filing the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2021/22.

Attachment(s):

1. CFD 2006-1 Annual Report 21/22
2. CFD 2006-1 Tax Roll 21/22
3. Resolution No. 21-90



CITY OF MENDOTA
COMMUNITY FACILITIES DISTRICT No. 2006-1
(POLICE AND FIRE SERVICES)

ANNUAL REPORT
FISCAL YEAR 2021/2022

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288

City of Mendota

Cristian Gonzalez, City Manager
Celeste Cabrera-Garcia, City Clerk
Nancy Banda, Finance Director
Marilu Sandoval, Finance Administrative Supervisor
643 Quince Street, Mendota, CA 93640
T. 559.655.3291
F. 559.655.4064

Special Tax Administrator

Koppel & Gruber Public Finance
Lyn Gruber and Doug Floyd
334 Via Vera Cruz, Suite 256
San Marcos, California 92078
T. 760.510.0290
F. 760.510.0288

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C. Boundaries	4
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B. Authorized Services	6
C. Collection of Special Taxes & Expenditures.....	6

Attachments

- Attachment 1 – Boundary Map
- Attachment 2 – Rate & Method of Apportionment
- Attachment 3 – Fiscal Year 2021/22 Special Tax Roll

INTRODUCTION

This Annual Special Tax Report (“Report”) summarizes certain general and administrative information related to Community Facilities District No. 2006-1 (Police and Fire Services) (“CFD No. 2006-1”) of the City of Mendota (“City”). The Report outlines the following for CFD No. 2006-1: (I) Special Tax Levy for Fiscal Year 2021/2022, (II) Background of CFD No. 2006-1, (III) Development Summary, and (IV) Reporting of information in compliance with the Local Agency Special Tax and Bond Accountability Act (SB 165). The Report also includes Attachments referenced by and/or supplementing the information outlined herein. The capitalized terms not defined in the Report are used as defined in the Rate & Method of Apportionment of CFD No. 2006-1 (“RMA”).

SECTION I. SPECIAL TAX LEVY FOR FY 2021/2022

Section I of the Report contains information for the determination of the Fiscal Year (“FY”) 2021/2022 Special Tax levy.

A. Special Tax Requirement

The Special Tax Requirement represents the sum of budgeted police and fire protection services and Administrative Expenses of CFD No. 2006-1 in FY 2021/2022. The Special Tax Requirement for FY 2021/2022 is \$514,638.32. The table below shows the calculation used to determine the FY 2021/2022 Special Tax Requirement as well as the FY 2020/2021 amounts for comparison.

SPECIAL TAX COMPONENTS	FY 2021/2022 DOLLARS	FY 2020/2021 DOLLARS
Police Services	\$508,731.56	\$482,858.90
Fire Services	0.00	0.00
Administrative Expenses	\$5,906.76	\$5,894.20
SPECIAL TAX REQUIREMENT	\$514,638.32	\$488,753.10

B. Distribution of Special Tax

Special Taxes that CFD No. 2006-1 may levy are limited by the RMA. A copy of the RMA is included as Attachment 2 provided herein. The calculation for the Special Tax Requirement for FY 2021/2022 is based to the development of property within CFD No. 2006-1 and the Special Tax limitations on such Developed Residential Property as further described in the RMA. The FY 2021/2022 Maximum Special Tax rates, the applied annual Special Tax rates, number of dwelling Units with a levy amount for each land use classification is listed in the table below.

LAND USE CATEGORY	NUMBER OF DWELLING UNITS/ ACREAGE	FY 2021/2022 MAXIMUM SPECIAL TAX	FY 2021/2022 APPLIED ANNUAL SPECIAL TAX	PERCENT OF MAXIMUM	FY 2021/2022 LEVY AMOUNT
Developed Residential Property	511	\$1,007.12 per Unit	\$1,007.12 per Unit	100%	\$514,638.32
TOTAL	511	NA	NA	NA	\$514,638.32

C. Estimated Administrative Expenses

Each year a portion of the Special Tax levy goes to pay the ongoing costs of administration. The estimated FY 2021/2022 Administrative Expenses are shown below followed by a description of each line item. The FY 2020/2021 amounts are also shown for comparison.

ADMINISTRATIVE EXPENSES	FY 2021/2022 DOLLARS	FY 2020/2021 DOLLARS
City Administrative Fees and Expenses	\$1,000.00	\$1,000.00
Consultant Administrative Fees	4,725.00	4,715.00
County Tax Collection Fees ¹	81.76	79.20
Other Expenses	100.00	100.00
TOTAL	\$5,906.76	\$5,894.20

¹ Reflects change in County Fee Schedule.

City Administrative Fees and Expenses - includes customary out-of-pocket costs associated with the administration of CFD No. 2006-1 including, but not limited to: assessor parcel maps and data, postage, and telephone expenses. Also included are the City’s estimated costs to provide accounting of funds collected by CFD No. 2006-1 and expended for the use of authorized facilities and maintenance costs.

Consultant Administrative Fees - include the cost of preparing the Annual Special Tax Report and providing special tax information to the County of Fresno (“County”), attorney fees, and other administrative contractors.

County Tax Collection Fees - refer to the County processing fee to levy and collect tax installments on the County property tax bill. The fee is currently equal to \$0.16 per parcel for parcels applied to the tax roll.

Other Expenses - include any other contingencies that have been added to protect CFD No. 2006-1 from unanticipated unbudgeted costs.

SECTION II. BACKGROUND OF CFD No. 2006-1

A. Summary Table of Information

The following table shows information related to the formation of CFD No. 2006-1:

CFD FORMATION	
Date of Resolution of Intention to Establish	October 24, 2006
Resolution of Intention Number	06-39
Date of Resolution of Formation	November 28, 2006
Resolution of Formation Number	06-44
County Fund Number	6109
ANNEXATIONS	
Annexation No. 1 (Map Recordation)	July 23, 2019

B. CFD No. 2006-1 Background

The Mello-Roos Community Facilities Act (“Act”) of 1982 came about as a response to the lack of adequate financing for public capital facilities and services in the post-Proposition 13 era. State Legislatures Mello and Roos sponsored this Bill, which was enacted into law by the California Legislature and is now Section 53311 *et. seq.* of the California Government Code. The Act authorizes a local government agency, such as a park district or a city, to form a Community Facilities District (“CFD”) within a defined set of boundaries for the purposes of providing public facilities and services. A CFD is formed for financing purposes only and is governed by the agency that formed it.

The City Council of the City of Mendota established CFD No. 2006-1 on November 28, 2006. The qualified electors within CFD No. 2006-1 authorized the City to levy a Special Tax to finance certain services, specifically to pay the costs of police and fire services within the community facilities district and in the surrounding area, and to pay costs associated with the determination of the amount of and the levy and collection of the special taxes.

C. Boundaries

CFD No. 2006-1 is located west of Hwy 33, north of Belmont Avenue, and bordered by Bass Avenue to the north and primarily Rowe Avenue to the east.

It is the City’s intention to annex new residential developments into CFD No. 2006-1 as they are approved for police and fire services in the new growth areas of the City. The Future Annexation Area, as described in Resolution No. 06-39 Section 2, shall be comprised of undeveloped parcels within the boundaries of the City, other than those

parcels already within the boundaries of CFD No. 2006-1, which are planned to be developed for private residential purposes and such other parcels as may be added upon the petition of property.

Annexation No. 1 is described on a map entitled “Amended Map of Boundaries of Community Facilities District No. 2006-1 (Police and Fire Services)”, which is on file and was recorded with the County Recorder in the County of Fresno on August 7, 2019, in Book 45 of Maps of Assessment and Community Facilities Districts, Page 81, Instrument No. 20190088060.

SECTION III. DEVELOPMENT SUMMARY

CFD No. 2006-1 originally proposed to include 426 single family residences at build out. As of June 1, 2021, building permits had been issued for 426 dwelling Units. The territory within Annexation No. 1 is proposed to develop an additional 85 single family residences of which all 85 building permits were issued for FY 2021/2022.

CFD/ANNEXATION	RESIDENTIAL PROPERTY – PROPOSED (UNITS)	RESIDENTIAL PROPERTY – BUILT (UNITS)
Original - CFD	426	426
Annexation No. 1	85	85

SECTION IV. LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT COMPLIANCE (SB 165)

A. Background

The Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001. According to the requirements of the Accountability Act (*Sections 50075.1 and 53410 of the Government Code of the State of California*), an annual report must be filed by the local agency levying a special tax and/or issuing a bond measure on or before each January 1, commencing January 1, 2002 and shall contain a description of the following:

- (1) The amount of funds collected and expended to fund authorized facilities/services for the previous fiscal year.
- (2) The status of any project required or authorized to be funded by the special tax and/or bond measure.

The information contained in this Section has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2020/2021.

B. Authorized Services

The purpose of CFD No. 2006-1 is to provide for the cost of providing (1) police protection services, (2) fire protection services that are in addition to those provided in the territory within the CFD prior to the formation of CFD No. 2006-1, and (3) incidental expenses related to financing, forming and administering CFD No. 2006-1.

C. Collection of Special Taxes & Expenditures

A separate account is held by the City for the deposit of Special Taxes levied by CFD No. 2006-1 and for the disbursement of authorized expenditures. The following table provides a description of the collection of Special Taxes and the funds disbursed for authorized expenditures for Fiscal Year 2020/2021.

ITEM	AMOUNT
BEGINNING BALANCE AS OF JULY 1, 2020	\$212,026.34
<i>Sources of Funds</i>	
Special Tax Collections	\$490,024.95
Interest Earnings	15.35
<i>Subtotal Sources of Funds</i>	<i>\$490,040.30</i>
<i>Expenditures</i>	
Administrative Expenses	(\$4,592.43)
County Recorder	(0.00)
Police Services	(358,995.45)
Fire Services	(0.00)
<i>Subtotal Expenditures</i>	<i>(\$363,587.88)</i>
ENDING BALANCE AS OF JUNE 30, 2021	\$338,478.76

ATTACHMENT 1
BOUNDARY MAP AND ANNEXATION MAP

The following page shows the recorded Boundary Map and Annexation Map.

MAP OF PROPOSED BOUNDARIES OF
COMMUNITY FACILITIES DISTRICT NO. 2006-1
(POLICE AND FIRE SERVICES)

CITY OF MENDOTA
COUNTY OF FRESNO
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS 27th DAY OF October, 2006
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (POLICE AND FIRE SERVICES), CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS PREPARED AND SUBMITTED TO THE CITY CLERK AT A REGULAR MEETING HELD ON THE 27th DAY OF October, 2006, BY ITS RESOLUTION NO. 2006-1.

Rainald L. Carter
CITY CLERK
CITY OF MENDOTA

FILED THIS 30th DAY OF November, 2006, AT THE HOUR OF 10:00 O'CLOCK A.M. IN THE BOOK 142 OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 29, AND AS INSTRUMENT NO. 2006-1 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

Donita Dainoff
COUNTY RECORDER
COUNTY OF FRESNO
STATE OF CALIFORNIA

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE FRESNO COUNTY ASSESSORS MAPS FOR THOSE PARCELS LISTED.
THE FRESNO COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



800' 400' 0'
SCALE: 1" = 800'

LEGEND
— OFD BOUNDARY
① MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	012-1190-40
2	012-1190-41

KOPPEL & GRUBER
PUBLIC ENGINEERS

2014 Via Vera Cruz
Suite 206
San Marcos, California 92078
Phone (760) 510-0890 Fax (760) 510-0888

(06-036) OCTOBER 2006

AMMENDED MAP OF BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2006-1 (POLICE AND FIRE SERVICES) CITY OF MENDOTA, FRESNO COUNTY, CALIFORNIA

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT 2006-1, (POLICE AND FIRE SERVICES), CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, PREVIOUSLY RECORDED ON NOVEMBER 3, 2006, IN BOOK 112 OF MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 29, DOCUMENT NO. 2006-023487, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MENDOTA AT A REGULAR MEETING THEREOF, HELD ON THE TWENTY-THIRD DAY OF JULY, 2009, BY ITS RESOLUTION NO. 19-21.

[Signature]
CITY CLERK
CITY OF MENDOTA

THIS MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT 2006-1, (POLICE AND FIRE SERVICES), CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, WAS FILED THIS 17th DAY OF August, 2009 AT THE HOUR OF 11:59 O'CLOCK AM AT BOOK 112 PAGE 29, IN MAPS OF ASSIGNMENT AND COMMUNITY FACILITIES DISTRICTS, DOCUMENT NO. 2006-023487 IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA.

PAUL BENTON, CEA,
COUNTY RECORDER OF THE COUNTY OF FRESNO

BY: [Signature]
DEPUTY FROM SET RECORDING FEES PURSUANT TO GOVERNMENT CODE SECTION 27309

THE LINES AND BOUNDARIES OF EACH PARCEL WITHIN THE BOUNDARIES SHOWN ON THIS MAP SHALL BE THESE LINES AND BOUNDARIES SHOWN ON THE FRESNO COUNTY ASSIGNMENT MAPS FOR THESE PARCELS WITHIN THE BOUNDARIES. THE FRESNO COUNTY ASSIGNMENT MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND BOUNDARIES OF SUCH LOTS OR PARCELS.



PREPARED BY
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DATE: 8/17/09
JOB NO.: 2009-01-04

ATTACHMENT 2
RATE & METHOD OF APPORTIONMENT
FOR CFD No. 2006-1 (POLICE AND FIRE SERVICES)

EXHIBIT A
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

CITY OF MENDOTA
COMMUNITY FACILITIES DISTRICT NO. 2006-1
(POLICE AND FIRE SERVICES)

A special tax as hereinafter defined shall be levied on and collected for City of Mendota Community Facilities District No. 2006-1 (Police and Fire Services) ("CFD No. 2006-1") each Fiscal Year, commencing in Fiscal Year 2006-2007, in an amount determined by the City Council of the City of Mendota through the application of the appropriate Special Tax for "Developed Residential Property" as described below. All of the real property in CFD No. 2006-1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Act" means the Mello-Roos Communities Facilities Act of 1982 as amended, being Chapter 2.5, Division 2 of Title 5 of the Government Code of the State of California.

"Administrative Expenses" means any actual ordinary and necessary expense of the City of Mendota, or designee thereof or both, to carry out the administration of CFD No. 2006-1 related to the determination of the amount of the levy of the Special Tax, the collection of the Special Tax including the expenses of collecting delinquencies, the payment of a proportional share of salaries and benefits of any City employee whose duties are directly related to the administration of CFD No. 2006-1, fees and expenses for counsel, Special Tax consultant and other consultants hired by the City in relation to CFD No. 2006-1, costs associated with responding to public inquiries regarding CFD No. 2006-1, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2006-1.

"Annual Escalation Factor" means for the Special Tax, the greater of (i) two percent (2.00%), or (ii) the percentage change in the Consumer Price Index for the Calendar Year ending in December of the prior Fiscal Year.

"Assessor's Parcel" means a lot or parcel of land designated on an Assessor's Parcel Map with an assigned Assessor's Parcel number within the boundaries of CFD No. 2006-1.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by Assessor's Parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"Building Permit" means a permit for new construction for a residential dwelling Unit. For purposes of this definition, "Building Permit" shall not include permits for construction or

installation of retaining walls, utility improvements, or other such improvements not intended for human habitation.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirements and providing for the levy and collection of the Special Tax.

“CFD No. 2006-1” means Community Facilities District No. 2006-1 (Police and Fire Services) established by the City under the Act.

“City” means the City of Mendota.

“City Council” means the City Council of the City, acting as the Legislative Body of CFD No. 2006-1, or its designee.

“Consumer Price Index” means the index published by the U.S. Department of Labor, Bureau of Labor Statistics for all urban consumers in the Fresno County area.

“County” means the County of Fresno.

“Developed Residential Property” means all Assessor’s Parcels within CFD No. 2006-1 for which Building Permits were issued for purposes of constructing Single-Family Residential or Multi-Family Residential dwelling Units on or before June 1 preceding the Fiscal Year for which the Special Tax is being levied, and that each such Assessor's Parcel is associated with a Lot within a Final Map, as determined reasonably by the City and/or CFD administrator.

“Exempt Property” means all Assessor’s Parcels within CFD No. 2006-1 designated as being exempt from the Special Tax as determined in Section F.

“Final Map” means a subdivision of property evidenced by the recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or the recordation of a condominium plan pursuant to California Civil Code 1352 that creates individual lots for which Building Permits may be issued without further subdivision.

“Fiscal Year” means the period commencing on July 1 of any year and ending the following June 30.

“Lot” means an individual legal lot created by a Final Map for which a Building Permit could or has been issued.

“Maximum Special Tax” means the Maximum Special Tax determined in accordance with Section C, which can be levied by CFD No. 2006-1 in any Fiscal Year on Developed Residential Property within CFD No. 2006-1.

“Multi-Family Residential” means all Assessor’s Parcels for which a Building Permit has been issued for purposes of constructing a residential structure consisting of two or more residential Units that share common walls, including, but not limited to, duplexes, triplexes, town homes, condominiums, and apartment Units.

“Non-Residential Property” means all Assessor’s Parcels for which a Building Permit was issued for any type of non-residential use.

“Public Property” means any property within the boundaries of CFD No. 2006-1 that is owned by or irrevocably dedicated to the City, the federal government, the State of California, the County, CFD No. 2006-1, or other public agency.

“Public Services” means new police and fire services, including but not limited to (i) the costs of contracting services, (ii) related facilities, equipment, vehicles, ambulances, fire apparatus and supplies, (iii) the salaries and benefits of City and non-City staff that directly provide police and fire services, and (iv) City and non-City overhead costs associated with providing such services within CFD No. 2006-1. The Special Tax provides only partial funding for police and fire services.

“Special Tax” means any special tax authorized to be levied by CFD No. 2006-1 pursuant to the Act to fund Public Services and Administrative Expenses.

“Single-Family Residential” means all Assessor’s Parcels for which a Building Permit has been issued for purposes of constructing one single-family residential dwelling Unit.

“Tax-Exempt Property” means an Assessor's Parcel not subject to the Special Tax as defined under Section F.

“Undeveloped Property” means all Assessor’s Parcels within CFD No. 2006-1 for which Building Permits have not been issued and are not classified as Public Property.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2006-2007, each Assessor’s Parcel within CFD No. 2006-1 shall be classified as Developed Residential Property or Exempt Property.

3. MAXIMUM SPECIAL TAX RATES

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Residential Property in Fiscal Year 2006-2007 shall be equal to \$660.00 per Unit. For each subsequent Fiscal Year following the Base Year, the Maximum Special Tax shall be adjusted by the Annual Escalation Factor.

4. METHOD OF APPORTIONMENT

Commencing with Fiscal Year 2006-2007, and for each subsequent Fiscal Year, the CFD Administrator shall calculate the Maximum Special Tax applicable for such Fiscal Year and levy the Maximum Special Tax on all Developed Residential Property.

5. TERM OF SPECIAL TAX

The Special Tax shall be levied in perpetuity to fund Public Services provided to CFD No. 2006-1.

6. EXEMPTIONS

The City shall classify as Exempt Property: (i) Public Property, (ii) Non-Residential Property, (iii) Undeveloped Property, (iv) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (v) Assessor's Parcels used exclusively by a homeowners' association, or (vi) Assessor's Parcels with public or utility easements making impractical their utilization for other purposes than those set forth in the easement.

7. APPEALS

Any property owner claiming that the amount or application of the Special Tax is not correct may file a written notice of appeal with the City Council not later than twelve months after having paid the first installment of the Special Tax that is disputed. A representative(s) of CFD No. 2006-1 shall promptly review the appeal, and if necessary, meet with the property owner, consider written and oral evidence regarding the amount of the Special Tax, and rule on the appeal. If the representative's decision requires that the Special Tax for an Assessor's Parcel be modified or changed in favor of the property owner, a cash refund shall not be made, but an adjustment shall be made to the Special Tax on that Assessor's Parcel in the subsequent Fiscal Year(s).

8. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for other means of collecting the Special Tax, including direct billings thereof to the property owners,

ATTACHMENT 3
FISCAL YEAR 2021/2022
SPECIAL TAX ROLL FOR CFD No. 2006-1

A list of the parcels and CFD No. 2006-1 Special Taxes submitted to the County for FY 2021/2022 is provided in an electronic medium.

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-281-01	\$1,007.12
012-281-02	\$1,007.12
012-281-03	\$1,007.12
012-281-04	\$1,007.12
012-281-05	\$1,007.12
012-281-06	\$1,007.12
012-281-07	\$1,007.12
012-281-08	\$1,007.12
012-281-09	\$1,007.12
012-281-10	\$1,007.12
012-281-11	\$1,007.12
012-281-12	\$1,007.12
012-281-13	\$1,007.12
012-281-14	\$1,007.12
012-281-15	\$1,007.12
012-281-16	\$1,007.12
012-282-01	\$1,007.12
012-282-02	\$1,007.12
012-282-03	\$1,007.12
012-282-04	\$1,007.12
012-282-05	\$1,007.12
012-282-06	\$1,007.12
012-282-07	\$1,007.12
012-282-08	\$1,007.12
012-282-09	\$1,007.12
012-282-10	\$1,007.12
012-282-11	\$1,007.12
012-282-12	\$1,007.12
012-282-13	\$1,007.12
012-282-14	\$1,007.12
012-282-15	\$1,007.12
012-282-16	\$1,007.12
012-283-01	\$1,007.12
012-283-02	\$1,007.12
012-283-03	\$1,007.12
012-283-04	\$1,007.12
012-283-05	\$1,007.12
012-283-06	\$1,007.12
012-283-07	\$1,007.12
012-283-08	\$1,007.12
012-283-09	\$1,007.12
012-283-10	\$1,007.12
012-283-11	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-283-12	\$1,007.12
012-283-13	\$1,007.12
012-283-14	\$1,007.12
012-283-15	\$1,007.12
012-283-16	\$1,007.12
012-283-17	\$1,007.12
012-283-18	\$1,007.12
012-283-19	\$1,007.12
012-283-20	\$1,007.12
012-283-21	\$1,007.12
012-283-22	\$1,007.12
012-283-23	\$1,007.12
012-283-24	\$1,007.12
012-283-25	\$1,007.12
012-283-26	\$1,007.12
012-283-27	\$1,007.12
012-283-28	\$1,007.12
012-283-29	\$1,007.12
012-284-01	\$1,007.12
012-284-02	\$1,007.12
012-284-03	\$1,007.12
012-284-04	\$1,007.12
012-284-05	\$1,007.12
012-284-06	\$1,007.12
012-284-07	\$1,007.12
012-284-08	\$1,007.12
012-284-09	\$1,007.12
012-284-10	\$1,007.12
012-284-11	\$1,007.12
012-284-12	\$1,007.12
012-284-13	\$1,007.12
012-284-14	\$1,007.12
012-284-15	\$1,007.12
012-284-16	\$1,007.12
012-285-01	\$1,007.12
012-285-02	\$1,007.12
012-285-03	\$1,007.12
012-285-04	\$1,007.12
012-285-05	\$1,007.12
012-285-06	\$1,007.12
012-285-07	\$1,007.12
012-285-08	\$1,007.12
012-285-09	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-285-10	\$1,007.12
012-285-11	\$1,007.12
012-285-12	\$1,007.12
012-285-13	\$1,007.12
012-285-14	\$1,007.12
012-285-15	\$1,007.12
012-285-16	\$1,007.12
012-286-01	\$1,007.12
012-286-02	\$1,007.12
012-286-03	\$1,007.12
012-286-04	\$1,007.12
012-286-05	\$1,007.12
012-286-06	\$1,007.12
012-286-07	\$1,007.12
012-286-08	\$1,007.12
012-291-01	\$1,007.12
012-291-02	\$1,007.12
012-291-03	\$1,007.12
012-291-04	\$1,007.12
012-291-05	\$1,007.12
012-291-06	\$1,007.12
012-291-07	\$1,007.12
012-291-08	\$1,007.12
012-291-09	\$1,007.12
012-291-10	\$1,007.12
012-291-11	\$1,007.12
012-291-12	\$1,007.12
012-291-13	\$1,007.12
012-291-14	\$1,007.12
012-291-15	\$1,007.12
012-291-16	\$1,007.12
012-291-17	\$1,007.12
012-291-18	\$1,007.12
012-291-19	\$1,007.12
012-291-20	\$1,007.12
012-291-21	\$1,007.12
012-291-22	\$1,007.12
012-291-23	\$1,007.12
012-291-24	\$1,007.12
012-291-25	\$1,007.12
012-291-26	\$1,007.12
012-292-01	\$1,007.12
012-292-02	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-292-03	\$1,007.12
012-292-04	\$1,007.12
012-292-05	\$1,007.12
012-292-06	\$1,007.12
012-292-07	\$1,007.12
012-292-08	\$1,007.12
012-292-09	\$1,007.12
012-292-10	\$1,007.12
012-293-01	\$1,007.12
012-293-02	\$1,007.12
012-293-03	\$1,007.12
012-293-04	\$1,007.12
012-293-05	\$1,007.12
012-293-06	\$1,007.12
012-293-07	\$1,007.12
012-293-08	\$1,007.12
012-293-09	\$1,007.12
012-293-10	\$1,007.12
012-294-01	\$1,007.12
012-294-02	\$1,007.12
012-294-03	\$1,007.12
012-294-04	\$1,007.12
012-294-05	\$1,007.12
012-295-01	\$1,007.12
012-295-02	\$1,007.12
012-295-03	\$1,007.12
012-295-04	\$1,007.12
012-295-05	\$1,007.12
012-295-06	\$1,007.12
012-295-07	\$1,007.12
012-295-08	\$1,007.12
012-295-09	\$1,007.12
012-295-10	\$1,007.12
012-296-01	\$1,007.12
012-296-02	\$1,007.12
012-296-03	\$1,007.12
012-296-04	\$1,007.12
012-296-05	\$1,007.12
012-296-06	\$1,007.12
012-296-07	\$1,007.12
012-296-08	\$1,007.12
012-296-09	\$1,007.12
012-296-10	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-297-01	\$1,007.12
012-297-02	\$1,007.12
012-297-03	\$1,007.12
012-297-04	\$1,007.12
012-297-05	\$1,007.12
012-297-06	\$1,007.12
012-297-07	\$1,007.12
012-297-08	\$1,007.12
012-297-09	\$1,007.12
012-297-10	\$1,007.12
012-297-11	\$1,007.12
012-297-12	\$1,007.12
012-297-13	\$1,007.12
012-297-14	\$1,007.12
012-297-15	\$1,007.12
012-297-16	\$1,007.12
012-297-17	\$1,007.12
012-297-18	\$1,007.12
012-297-19	\$1,007.12
012-297-20	\$1,007.12
012-297-21	\$1,007.12
012-298-01	\$1,007.12
012-298-02	\$1,007.12
012-298-03	\$1,007.12
012-298-04	\$1,007.12
012-298-05	\$1,007.12
012-298-06	\$1,007.12
012-298-07	\$1,007.12
012-299-01	\$1,007.12
012-299-02	\$1,007.12
012-299-03	\$1,007.12
012-299-04	\$1,007.12
012-299-05	\$1,007.12
012-299-06	\$1,007.12
012-299-07	\$1,007.12
012-299-08	\$1,007.12
012-301-01	\$1,007.12
012-301-02	\$1,007.12
012-301-03	\$1,007.12
012-301-04	\$1,007.12
012-301-05	\$1,007.12
012-301-06	\$1,007.12
012-301-07	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-301-08	\$1,007.12
012-301-09	\$1,007.12
012-301-10	\$1,007.12
012-301-11	\$1,007.12
012-301-12	\$1,007.12
012-301-13	\$1,007.12
012-301-14	\$1,007.12
012-301-15	\$1,007.12
012-301-16	\$1,007.12
012-301-17	\$1,007.12
012-301-18	\$1,007.12
012-301-19	\$1,007.12
012-301-20	\$1,007.12
012-302-01	\$1,007.12
012-302-02	\$1,007.12
012-302-03	\$1,007.12
012-302-04	\$1,007.12
012-302-05	\$1,007.12
012-302-06	\$1,007.12
012-302-07	\$1,007.12
012-302-08	\$1,007.12
012-302-09	\$1,007.12
012-302-10	\$1,007.12
012-302-11	\$1,007.12
012-302-12	\$1,007.12
012-302-13	\$1,007.12
012-302-14	\$1,007.12
012-302-15	\$1,007.12
012-302-16	\$1,007.12
012-302-17	\$1,007.12
012-302-18	\$1,007.12
012-302-19	\$1,007.12
012-302-20	\$1,007.12
012-302-21	\$1,007.12
012-302-22	\$1,007.12
012-302-23	\$1,007.12
012-302-24	\$1,007.12
012-302-25	\$1,007.12
012-302-26	\$1,007.12
012-302-27	\$1,007.12
012-302-28	\$1,007.12
012-302-29	\$1,007.12
012-302-30	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-302-31	\$1,007.12
012-302-32	\$1,007.12
012-302-33	\$1,007.12
012-302-34	\$1,007.12
012-302-35	\$1,007.12
012-303-01	\$1,007.12
012-303-02	\$1,007.12
012-303-03	\$1,007.12
012-303-04	\$1,007.12
012-303-05	\$1,007.12
012-303-06	\$1,007.12
012-303-07	\$1,007.12
012-303-08	\$1,007.12
012-303-09	\$1,007.12
012-303-10	\$1,007.12
012-303-11	\$1,007.12
012-303-12	\$1,007.12
012-303-13	\$1,007.12
012-303-14	\$1,007.12
012-303-15	\$1,007.12
012-303-16	\$1,007.12
012-303-17	\$1,007.12
012-303-18	\$1,007.12
012-303-19	\$1,007.12
012-303-20	\$1,007.12
012-303-21	\$1,007.12
012-303-22	\$1,007.12
012-304-01	\$1,007.12
012-304-02	\$1,007.12
012-304-03	\$1,007.12
012-304-04	\$1,007.12
012-305-01	\$1,007.12
012-305-02	\$1,007.12
012-305-03	\$1,007.12
012-305-04	\$1,007.12
012-305-05	\$1,007.12
012-305-06	\$1,007.12
012-305-07	\$1,007.12
012-305-08	\$1,007.12
012-305-09	\$1,007.12
012-305-10	\$1,007.12
012-310-01	\$1,007.12
012-310-02	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-310-03	\$1,007.12
012-310-04	\$1,007.12
012-310-05	\$1,007.12
012-310-06	\$1,007.12
012-310-07	\$1,007.12
012-310-08	\$1,007.12
012-310-09	\$1,007.12
012-310-10	\$1,007.12
012-310-11	\$1,007.12
012-310-12	\$1,007.12
012-310-13	\$1,007.12
012-310-14	\$1,007.12
012-310-15	\$1,007.12
012-310-16	\$1,007.12
012-310-17	\$1,007.12
012-320-01	\$1,007.12
012-320-02	\$1,007.12
012-320-03	\$1,007.12
012-320-04	\$1,007.12
012-320-05	\$1,007.12
012-320-06	\$1,007.12
012-320-07	\$1,007.12
012-320-08	\$1,007.12
012-320-14	\$1,007.12
012-320-15	\$1,007.12
012-320-16	\$1,007.12
012-320-17	\$1,007.12
012-320-18	\$1,007.12
012-320-19	\$1,007.12
012-320-20	\$1,007.12
012-320-21	\$1,007.12
012-320-22	\$1,007.12
012-320-23	\$1,007.12
012-320-24	\$1,007.12
012-320-25	\$1,007.12
012-320-26	\$1,007.12
012-320-27	\$1,007.12
012-320-28	\$1,007.12
012-320-29	\$1,007.12
012-320-30	\$1,007.12
012-320-31	\$1,007.12
012-320-32	\$1,007.12
012-320-33	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-320-34	\$1,007.12
012-320-35	\$1,007.12
012-320-36	\$1,007.12
012-320-37	\$1,007.12
012-320-38	\$1,007.12
012-320-39	\$1,007.12
012-320-40	\$1,007.12
012-320-41	\$1,007.12
012-320-42	\$1,007.12
012-320-43	\$1,007.12
012-320-44	\$1,007.12
012-320-45	\$1,007.12
012-320-46	\$1,007.12
012-320-47	\$1,007.12
012-320-48	\$1,007.12
012-320-49	\$1,007.12
012-320-50	\$1,007.12
012-320-51	\$1,007.12
012-320-52	\$1,007.12
012-320-53	\$1,007.12
012-320-54	\$1,007.12
012-320-55	\$1,007.12
012-320-56	\$1,007.12
012-320-57	\$1,007.12
012-320-58	\$1,007.12
012-320-59	\$1,007.12
012-331-01	\$1,007.12
012-331-02	\$1,007.12
012-331-03	\$1,007.12
012-331-04	\$1,007.12
012-331-05	\$1,007.12
012-331-06	\$1,007.12
012-331-07	\$1,007.12
012-331-08	\$1,007.12
012-331-09	\$1,007.12
012-331-10	\$1,007.12
012-331-11	\$1,007.12
012-331-12	\$1,007.12
012-331-13	\$1,007.12
012-331-14	\$1,007.12
012-331-15	\$1,007.12
012-332-01	\$1,007.12
012-332-02	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-332-03	\$1,007.12
012-332-04	\$1,007.12
012-332-05	\$1,007.12
012-332-06	\$1,007.12
012-333-01	\$1,007.12
012-333-02	\$1,007.12
012-333-03	\$1,007.12
012-333-04	\$1,007.12
012-333-05	\$1,007.12
012-333-06	\$1,007.12
012-333-07	\$1,007.12
012-333-08	\$1,007.12
012-333-09	\$1,007.12
012-333-10	\$1,007.12
012-333-11	\$1,007.12
012-333-12	\$1,007.12
012-334-01	\$1,007.12
012-334-02	\$1,007.12
012-334-03	\$1,007.12
012-334-04	\$1,007.12
012-334-05	\$1,007.12
012-334-06	\$1,007.12
012-334-07	\$1,007.12
012-334-08	\$1,007.12
012-334-09	\$1,007.12
012-334-10	\$1,007.12
012-334-11	\$1,007.12
012-334-12	\$1,007.12
012-334-13	\$1,007.12
012-334-14	\$1,007.12
012-334-15	\$1,007.12
012-334-16	\$1,007.12
012-334-17	\$1,007.12
012-334-18	\$1,007.12
012-334-19	\$1,007.12
012-334-20	\$1,007.12
012-334-21	\$1,007.12
012-334-22	\$1,007.12
012-334-23	\$1,007.12
013-441-01	\$1,007.12
013-441-02	\$1,007.12
013-441-03	\$1,007.12
013-441-04	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
013-441-05	\$1,007.12
013-441-06	\$1,007.12
013-441-07	\$1,007.12
013-441-08	\$1,007.12
013-441-09	\$1,007.12
013-441-10	\$1,007.12
013-441-11	\$1,007.12
013-441-12	\$1,007.12
013-441-13	\$1,007.12
013-441-14	\$1,007.12
013-441-15	\$1,007.12
013-441-16	\$1,007.12
013-441-17	\$1,007.12
013-441-18	\$1,007.12
013-441-19	\$1,007.12
013-441-20	\$1,007.12
013-441-21	\$1,007.12
013-441-22	\$1,007.12
013-441-23	\$1,007.12
013-441-24	\$1,007.12
013-441-25	\$1,007.12
013-441-26	\$1,007.12
013-442-01	\$1,007.12
013-442-02	\$1,007.12
013-442-03	\$1,007.12
013-442-04	\$1,007.12
013-442-05	\$1,007.12
013-442-06	\$1,007.12
013-442-07	\$1,007.12
013-442-08	\$1,007.12
013-442-09	\$1,007.12
013-442-10	\$1,007.12
013-442-11	\$1,007.12
013-442-12	\$1,007.12
013-442-13	\$1,007.12
013-442-14	\$1,007.12
013-443-01	\$1,007.12
013-443-02	\$1,007.12
013-443-03	\$1,007.12
013-443-04	\$1,007.12
013-443-05	\$1,007.12
013-443-06	\$1,007.12
013-443-07	\$1,007.12

CITY OF MENDOTA
Community Facilities District 2006-1
Fiscal Year 2020/21 Tax Roll

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
013-443-08	\$1,007.12
013-443-09	\$1,007.12
013-443-10	\$1,007.12
013-443-11	\$1,007.12
013-443-12	\$1,007.12
013-443-13	\$1,007.12
013-443-14	\$1,007.12
013-443-15	\$1,007.12
013-443-16	\$1,007.12
013-443-17	\$1,007.12
013-443-18	\$1,007.12
013-443-19	\$1,007.12
013-451-01	\$1,007.12
013-451-02	\$1,007.12
013-451-03	\$1,007.12
013-451-04	\$1,007.12
013-451-05	\$1,007.12
013-451-06	\$1,007.12
013-452-01	\$1,007.12
013-452-02	\$1,007.12
013-452-03	\$1,007.12
013-452-04	\$1,007.12
013-452-05	\$1,007.12

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ACCEPTING
AND FILING THE COMMUNITY FACILITIES
DISTRICT NO. 2006-1 ANNUAL REPORT
FOR FISCAL YEAR 2021-22**

RESOLUTION NO. 21-90

WHEREAS, the Community Facilities District No. 2006-1 (“CFD No. 2006-1”) was formed by the City of Mendota (“City”) on November 28, 2006, and includes properties within Las Palmas Tract 5483; and

WHEREAS, on August 7, 2019, the boundaries of CFD No. 2006-1 were amended to include Annexation No. 1, which represents the residential lots of Tract 6218; and

WHEREAS, the California State Legislature enacted the Local Agency Special Tax and Bond Accountability Act (“Accountability Act”) through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after January 1, 2001; and

WHEREAS, the Accountability Act requires an annual report filed by the local agency levying the special tax shall contain a description of the following:

- 1) the amount of funds collected and expended.
- 2) the status of any project required or authorized to be funded by the special tax and/or bond measure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2021-22 is accepted and shall be filed.

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 9th day of November, 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 BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE STATEMENT OF QUALIFICATIONS SUBMITTED BY PROVOST & PRITCHARD CONSULTING GROUP FOR ENGINEERING SERVICES FOR THE ROJAS-PIERCE PARK EXPANSION PROJECT AND OTHER CDBG FUNDED PROJECTS
DATE: NOVEMBER 9, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-91, approving the statement of qualifications submitted by Provost & Pritchard Consulting Group for engineering services for the Rojas-Pierce Park Expansion Project and other CDBG-funded projects?

BACKGROUND

The City of Mendota (“City”) is a participating member in the Fresno County Joint Powers Authority, administered by the County of Fresno (“County”) and applied for grant funding for the Rojas-Pierce Park Expansion Project through the Community Block Development Grant (“CDBG”) Program. The CDBG funding is provided by the U.S. Department of Housing & Urban Development (“HUD”). Per HUD requirements, each project must request for qualifications (“RFQ”) for engineering services for CDBG projects for a three (3) year period.

ANALYSIS

The City published an RFQ on October 6, 2021 with *The Business Journal*, posting to the City’s website, and directly emailing seven (7) local engineering firms for the Rojas-Pierce Park Expansion Project and other CDBG-funded projects. The Rojas-Pierce Expansion Project is the installation of new lighting at the newly constructed baseball field, soccer field; retrofitting the lights at the Benny Mares Baseball Field; construct a new concession stand/restroom. We received two (2) inquiries from two different agencies requesting information regarding site plans and landscape architecture. However, the City only received one (1) RFQ from Provost & Pritchard Consulting Group. Given the length of working relationship with Provost & Pritchard and their work experience with process of CDBG projects, staff is recommending moving forward with approving the RFQ for the next three (3) years.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-91, approving the statement of qualifications submitted by Provost & Pritchard Consulting Group for the engineering services for the Rojas-Pierce Park Expansion and other CDBG funded projects.

Attachment(s):

1. Resolution No. 21-91

**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 STATEMENT OF QUALIFICATIONS
SUBMITTED BY PROVOST & PRITCHARD
CONSULTING GROUP FOR THE ENGINEERING
SERVICES FOR THE ROJAS-PIERCE PARK
EXPANSION PROJECT AND OTHER
COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDED PROJECTS**

RESOLUTION NO. 21-91

WHEREAS, the City of Mendota (“City”) is a participating member in the Fresno County Joint Powers Authority, administered by the County of Fresno (“County”) and applied for grant funding for the Rojas-Pierce Park Expansion; and

WHEREAS, the grant funding is provided by the U.S. Department of Housing & Urban Development (“HUD”) and compliance is in accordance with HUD regulations; and

WHEREAS, a Request for Qualifications (“RFQ”) for Community Development Block Grant (“CDBG”) Consulting Engineering Services is a requirement per HUD; and

WHEREAS, the City advertised on October 6, 2021, for an RFQ for CDBG Consulting Engineering Services and statements of qualifications were due to City on October 27, 2021; and

WHEREAS, the City received just one (1) statement of qualifications from a consulting group with over 12 years of work and CDBG projects experience, which was from Provost & Pritchard Consulting Group.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota approving the request for qualification submitted for the engineering services for the Rojas-Pierce Park Expansion and other CDBG funded projects from Provost & Pritchard Consulting Group.

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 9th day of November, 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 BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE CITY MANAGER AND PUBLIC UTILITIES DIRECTOR TO BE AUTHORIZED REPRESENTATIVES FOR THE STATE WATER RESOURCES CONTROL BOARD CALIFORNIA WATER & WASTEWATER ARREARAGES PAYMENT PROGRAM
DATE: NOVEMBER 9, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-92, approving the City Manager and Public Utilities Director to be Authorized Representatives for the State Water Resources Control Board California Water & Wastewater Arrearages Payment Program?

BACKGROUND

The COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss or other hardships. The State Water Resources Control Board (State Water Board) has been working with all water purveyors statewide to gauge the amount of debt accrued between March 4, 2020, the approximate start of the COVID-19 pandemic and June 15, 2021. The State Water Board will be administering the California Water & Wastewater Arrearage Payment Program (Program). In order to participate, each water purveyor was required to submit a survey. The Program will allocate \$985 million in federal funding authorized by Governor Newsom and the California State Legislature.

ANALYSIS

Staff gathered the information needed for the mandatory survey due on September 10, 2021. Based on our data, the City will be able to apply for \$70,743.47 which includes a 3% administrative fee. The application is due on December 6, 2021. As part of the requirements, the community water system, the City, must have an Authorized Representative(s) sign on behalf of the community water system. The Program will fund debt related to drinking water first and beginning in February 2022, the Program will fund wastewater debt. This Program is only for water systems; customers cannot apply. The City will credit customer's accounts and notify them that their water bill debt has been forgiven or reduced. Please note, this does not include trash services, customers will still be responsible to pay for their outstanding balance.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-92, approving the City Manager and Public Utilities Director to be Authorized Representatives for the State Water Resources Control Board California Water & Wastewater Arrearages Payment Program.

Attachment(s):

1. Resolution No. 21-92

**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 CITY MANAGER AND PUBLIC
UTILITIES DIRECTOR TO BE AUTHORIZED
REPRESENTATIVES FOR THE STATE WATER
RESOURCES CONTROL BOARD CALIFORNIA
WATER AND WASTEWATER ARREARAGES
PAYMENT PROGRAM**

RESOLUTION NO. 21-92

WHEREAS, the COVID-19 pandemic has made it difficult for many Californians to pay their bills due to job loss or other hardships; and

WHEREAS, the State Water Resources Control Board (“State Water Board”) is administering the California Water & Wastewater Arrearage Payment Program to provide community water systems with financial relief grants for unpaid water bill debt from their residential and commercial customers; and

WHEREAS, the grant application is due on December 6, 2021 and requires an authorized representative(s) from the community water systems to execute any documents relating to the California Water and Wastewater Arrearage Payment Program.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council approves the City Manager and Public Utilities Director to be an authorized representatives for the State Water Resources Control Board California Water and Wastewater Arrearages Payment Program.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of November, 2021, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDERATION OF HONORING DANIEL “GORDO” PORRAS
DATE: NOVEMBER 9, 2021

ISSUE

Shall the City Council discuss and consider honoring Daniel “Gordo” Porras?

BACKGROUND

At the September 14th City Council meeting, members of the Porras family expressed their concerns regarding the removal of the Daniel “Gordo” Porras Soccer Field due to the development of the Rojas-Pierce Park Expansion Project. At the meeting, the Council requested that the Recreation Commission discuss the issue at one of its meetings and provide options to the City Council on how to honor Mr. Porras.

ANALYSIS

At its October 7th regular meeting, the Recreation Commission discussed the issue and received input from the Porras family on potential ways that the City may honor Mr. Porras. The options that were discussed include:

1. Creating a soccer field for children at Rojas-Pierce Park and naming the field after Mr. Porras
2. Including Mr. Porras’ name on the proposed score board for the Danny Trejo Soccer Field
3. Renaming the Danny Trejo Soccer Field after Mr. Porras

Based on the discussion held at Recreation Commission meeting, staff recommends that the Council discussed the proposed options and take action as appropriate.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Staff recommends that the City Council discuss the potential options to honor Daniel “Gordo” Porras and take action as appropriate.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: TRANSITIONING CITY COUNCIL MEETINGS TO IN-PERSON PARTICIPATION AND
ENDING VIRTUAL ATTENDANCE SERVICE OFFERINGS
DATE: NOVEMBER 9, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-88, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings.

BACKGROUND

At its October 12th regular meeting, the City Council directed staff to prepare a resolution that would transition the City’s public meetings to in-person participation and end virtual attendance service offerings. At its October 26th regular meeting, the City Council inquired on the costs and the terms of the City’s Zoom account subscription and directed staff to bring back the information at the next meeting.

ANALYSIS

The City’s Zoom subscription consists of two standard pro accounts that are paid for on an annual basis (\$149.90 each and \$299.80 total annually). These services are used to accommodate virtual offerings of the City’s public meetings and internal and external staff meetings. Moreover, in order to offer interpretation services virtually, the City also pays for Zoom’s webinar option on a monthly basis (\$40.00 a month). While the terms of the webinar option are on a month-to-month basis, the account subscriptions are active until the last day of the subscription date (which is April 9, 2022) unless the services are cancelled or renewed.

FISCAL IMPACT

Should the Council elect to keep virtual offerings of City public meetings there will be ongoing costs associated with maintaining Zoom services (approximately \$779.80 a year) in addition to staff time managing the virtual aspect of meetings. If the Council elect to end virtual attendance service offerings, the City will see a cost savings of \$629.90 a year in addition to staff time.

RECOMMENDATION

Staff recommends that the City Council consider adopting Resolution No. 21-88, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings.

Attachment(s):

1. Resolution No. 21-88

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA
TRANSITIONING CITY COUNCIL MEETINGS
TO IN-PERSON PARTICIPATION AND
ENDING VIRTUAL ATTENDANCE SERVICE
OFFERINGS WHILE MONITORING PUBLIC
HEALTH DEVELOPMENTS**

RESOLUTION NO. 21-88

WHEREAS, the City of Mendota (“City”) is dedicated to the business of ensuring the welfare and safety of its residents and the local community; and

WHEREAS, all meetings of the City’s legislative bodies are open and public as required by the Ralph M. Brown Act (Gov. Code, §§ 54950-54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business in person where these public meetings are occurring; and

WHEREAS, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law on September 16, 2021, and AB 361 went into effect immediately pursuant to an emergency clause; and

WHEREAS, prior to the expiration of the various Brown Act exemptions provided by Executive Order N-29-20 on October 1, 2021, AB 361 amended Government Code section 54953’s requirements related to teleconference participation in meetings by members of the City’s legislative bodies, subject to certain conditions, permitting members of the City’s legislative body to participate remotely without complying with paragraph (3) of subdivision (b) of Government Code section 54953’s requirements; and

WHEREAS, pursuant to AB 361, the City may use teleconferencing without complying with paragraph (3) of subdivision (b) of Government Code section 54953’s requirements under any of the following circumstances: (1) the City’s legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (2) the City’s legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) the City’s legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, during its regular meeting on October 12, 2021, the City Council discussed and considered a resolution regarding whether the present conditions in the

City constituted a local emergency such that holding meetings of the City's legislative bodies would present imminent risks to the health or safety of attendees such that virtual meetings would be required and the City should exercise its teleconferencing options as amended by AB 361; and

WHEREAS, during its regular meeting on October 12, 2021, the City Council voted not to adopt the resolution discussed above, concluding in-person attendance that is compliant with all applicable State and Local COVID-19 health orders does not present an imminent risk to the health or safety of attendees at this time; and

WHEREAS, transitioning back to in-person meetings and participation in public meetings of the City's legislative bodies will foster more meaningful discussion between the City Council and attendees and contribute to a greater sense of community throughout the City; and

WHEREAS, the City remains committed to monitoring the ongoing effects of the COVID-19 pandemic emergency and will transition back to virtual public meetings pursuant to AB 361 or other applicable State or Local health orders should the need arise.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby announces a transition to full in-person participation at the City's public meetings, and that, as a result, Zoom attendance service offerings will cease on _____, 202_.

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 9th day of November, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPLICATION NO. 20-24, THE LEFT MENDOTA I, LLC COMMERCIAL CANNABIS PROJECT
DATE: NOVEMBER 9, 2021

ISSUE

In the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project, shall the City Council waive the second reading of and adopt Ordinance No. 21-18 amending the Development Agreement enacted pursuant to Ordinance No. 18-02?

BACKGROUND

The State of California's Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) is the primary statute that regulates personal, medicinal, and commercial cannabis activity in the state. In addition to MAUCRSA, Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) of the Mendota Municipal Code (MMC) provide regulations applicable to non-personal cannabis activities at the local level. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City.

The project site currently supports an approximately-100,000-square-foot (SF) main building along with a number of outbuildings and covered areas and was historically used for cold storage and produce packing. Ingress and egress occur at several locations: a main drive approach with guard hut located approximately central to the Marie Street frontage, a second approach approximately 100 feet to the northwest that enters the main parking area, and two nearly-adjointing drive approaches on Marie Street at the northern end of the site. A fourth point of access could be provided via an existing (but closed) approach on APN 013-280-22S at the far south end of the project areas. In addition to paved access, circulation, and loading areas, the site currently supports approximately 144 delineated parking spaces. Two abandoned rail spurs extend from Marie Street easterly into the site. Portions of the site are enclosed with six-foot chain-link fence topped with barbed wire.

On January 24, 2018, the Planning Commission adopted Resolution No. PC 18-01, which authorized the then-applicant to renovate and convert the existing structures and facilities for cannabis cultivation and processing uses consistent with the City's commercial cannabis ordinance. No changes to building footprints, landscaping, or hardscaped area were proposed or have subsequently occurred. Via separate action, the City Council adopted Ordinance No. 18-02, which approved a development agreement consistent with the City's commercial cannabis ordinance. The Planning Commission and City Council took subsequent actions on the Project on

December 15, 2020 and January 12, 2021,¹ respectively, to revise the conditional use permit and the development agreement. At a regular meeting on September 21, 2021 the Planning Commission adopted Resolution No. PC 21-08 recommending that the City Council makes additional minor modifications to the approved development agreement. Following a duly-noticed public hearing at its regular meeting on October 26, 2021 the City Council introduced and waived the first reading of Ordinance No. 21-18.

<u>Owner/Applicant:</u>	Left Mendota I, LLC
<u>Representative:</u>	Chris Lefkovitz
<u>Location:</u>	1269 Marie Street, APNs 013-280-15 and 013-280-22S ² See attached map and photo
<u>Site Size:</u>	Approximately 14.61 acres
<u>General Plan:</u>	Light Industrial
<u>Zoning:</u>	M-1/CO, Light Manufacturing with Commercial Cannabis Overlay District
<u>Existing Use:</u>	Commercial cannabis operation
<u>Surrounding Uses:</u>	North – Airport, vacant; P-F, M-1/CO East – Idle biomass plant; M-2/CO South – Tow yard, concrete plant, agriculture; M-1 West – Materials storage, vacant; M-1
<u>Street Access:</u>	Marie Street

ANALYSIS

At present, there are two proposed modifications to the agreement as recommended by the Planning Commission on December 15, 2020 and adopted by the City Council on January 12, 2021.

First, Section 2.3, Permitted Uses and Development Standards, has been updated to include Microbusiness licenses (Type 12) as a permissible use. Notably, this Microbusiness license will not result in any additional uses of the project site. Instead, the Microbusiness license, as implemented in this modified version of the agreement, permits easier licensing of Developer’s tenants’ operations by allowing small-scale cultivation, manufacturing, distribution, and/or non-storefront retail under a singular license. Microbusiness licensees performing non-storefront retail services will also be subject to the same \$85,000 per year Non-Storefront Payment required of tenants operating under a standard Non-Storefront Retailer license as in the original version of the agreement.

Second, the agreement is receiving minor amendments to clarify the application of the various Section 4.2 Public Benefit Fee charges to be applied to the various authorized uses as the Parties originally intended.

ENVIRONMENTAL

¹ The previous amendment to the Development Agreement was effected by Ordinance No. 21-04.

² APNs 013-162- 14S, 013-280-19, and 013-280-21S are under the same ownership but are not proposed for development with cannabis-related uses.

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

After consideration, since the proposed activities constitute an incremental change to activities already occurring on the site and no new structures or physical improvements are proposed, staff supports a finding consistent with CEQA Guidelines Section 15301, Existing Facilities. This exemption applies to “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.” The development agreement already identifies several permissible uses and establishes the types of State-licensed cannabis operations that are allowed to operate at the site. The addition of “microbusinesses” does not constitute a substantial expansion of the existing use.

PUBLIC NOTICE

Notice of this public hearing was published in the October 15, 2021 edition of *The Business Journal*, was individually mailed to property owners within 300 feet of the project site, and was posted at City Hall.

FISCAL IMPACT

Review and processing of the planning applications are paid for by the applicant.

RECOMMENDATION

Staff recommends that the City Council waives the second reading of and adopts Ordinance No. 21-18.

Attachment(s):

Ordinance No. 21-18, including the draft development agreement

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AMENDMENTS TO DEVELOPMENT
AGREEMENT NO. 2018-01 IN THE MATTER OF
APPLICATION NO. 20-24, THE LEFT
MENDOTA I, LLC COMMERCIAL CANNABIS
PROJECT (APNs 013-280-15 & 22S)**

ORDINANCE NO. 21-18

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

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

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

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

WHEREAS, on September 12, 2017, the City Council of Mendota (“City Council”) adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located on a portion of APNs 013-280-15 and 22S.

WHEREAS, since September 12, 2017, the City Council of the City of Mendota has adopted various additional regulations for administration of commercial cannabis operations, which regulations are codified in Chapters 8.37 and 17.99 of the Mendota Municipal Code; and

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

WHEREAS, Development Agreement No. 2018-01 authorized development of a cannabis business for the cultivation, manufacturing, distribution, and testing of cannabis and cannabis products (“Project”) and provided for certain financial considerations; and

WHEREAS, on or about January 26, 2021, at the request of Left Mendota I, LLC, the City Council adopted Ordinance No. 21-04, which authorized certain amendments to Development Agreement No. 18-01, specifically the augmentation of the Project via the addition of approximately 2.0 acres of greenhouses and to include delivery services for cannabis and cannabis products; and

WHEREAS, to clarify types of uses permissible on the Project Site as well as the monetary obligations between the parties, the City and the applicant have agreed to further modify the provisions of Development Agreement No. 18-01; and

WHEREAS, at a regular meeting on September 21, 2021 the Mendota Planning Commission conducted a public hearing to consider the proposed Development Agreement as required by Government Code Section 65867; and

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

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

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

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

WHEREAS, the City Council has determined that the proposed changes consist of “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use” and are therefore exempt from CEQA under CEQA Guidelines Section 15301, Existing Facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Based upon the City Council’s findings, as outlined in the recitals above, the Development Agreement attached hereto as Exhibit A and incorporated herein by reference by and between the City of Mendota, and Left Mendota I, LLC, is hereby approved.

SECTION 2. Each and every term and condition of the Development Agreement approved in Section 1 of this Ordinance shall be and is made a part of the Mendota Municipal Code and any appendices thereto. The City Council of the City of Mendota finds that public necessity, public convenience, and general welfare require that any provision of the Mendota Municipal Code or appendices there inconsistent with the provisions of this Development Agreement, to the extent of such inconsistencies and no further, be repealed or modified to make fully effective the provisions of the Development Agreement.

SECTION 3. Any provision of the Mendota Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

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

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

* * * * *

The foregoing ordinance was introduced on the 26th day of October 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 9th day of November 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

Exhibit A

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Mendota
643 Quine Street
Mendota, CA 93640
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this _____, day of _____, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **LEFT MENDOTA I, LLC**, a Delaware limited liability company ("Developer"). City or Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

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

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

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in cultivation, manufacturing, distribution, delivery or testing

E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864 et seq. (the "Development Agreement Statute"), which authorizes City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.

F. Developer has submitted a request to the City for consideration of a development agreement.

G. Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the fee simple owner or has an equitable interest in the real property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-280-15 (the "Site"), more particularly described in the legal description attached hereto as Exhibit A and the Site Map attached hereto as Exhibit B.

H. On September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located at the Site.

I. Government Code section 65867.5 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

J. On February 27, 2018, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 18-02.

K. Pursuant to Government Code section 65867.5, on March 13, 2018, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 18-02.

L. On September 8, 2020, the City Council adopted Ordinance No. 20-16, establishing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City.

M. On May 25, 2021, the City Council adopted Ordinance Nos. 21-07 and 21-08, revising the requirements applicable to the operation and entitlement of commercial cannabis businesses operating within the City.

N. Government Code section 65867 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

O. On December 15, 2020, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

P. On January 12, 2021, the City Council, in a duly noticed public hearing, introduced and conducted the first reading of Ordinance No. 21-04, an Ordinance of the Council of the City of Mendota Approving Amendments to the Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).

Q. Pursuant to Government Code section 65867.5, on January 26, 2021, the City Council reviewed, considered, adopted, and entered into the prior iteration of Agreement pursuant to Ordinance No. 21-04.

R. In its prior iteration, as adopted on January 26, 2021, this Agreement amended and superseded the original Development Agreement No. 18-01 with MARIE STREET DEVELOPMENT, LLC ("Former Developer"), dated March 13, 2018, Fresno County Recorded Instrument No. 20180033953, and any and all non-financial and terminable obligations of Former Developer therein. Former Developer executed the Agreement's prior iteration, and, as a result, is no longer a party to the Agreement and its amendments as contemplated herein.

S. On September 21, 2021, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

U. This Agreement is entered into pursuant to the Development Agreement Statute and the Mendota Municipal Code.

V. City and Developer desire to enter into this Agreement to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer.

W. The Parties intend through this Agreement to allow Developer to develop and manage the Project in accordance with the terms of this Agreement.

X. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with City's Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Notice of Non-performance Penalty
Exhibit D	Notice of Termination
Exhibit E	Assignment and Assumption Agreement

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional License" means a state license to operate a cannabis business pursuant to the California Cannabis Laws that is not an Authorized License.

(c) "Adult-Use Cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.

(d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

(e) "Application" means the application for a development agreement submitted by Developer to the City.

(f) "Assignment and Assumption Agreement" has the meaning set forth in Section 10.1.

(g) "AUMA" means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(h) "Authorized License" has the meaning set forth in Section 2.3.

(i) "Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(j) "California Building Standards Codes" means the California Building Code, as amended from time to time, in Part 2, Volumes I and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Mendota Municipal Code.

(k) "California Cannabis Laws" includes AUMA, MAUCRSA and its implementing regulations, CUA, the Medical Marijuana Program Act of 2004, and any other applicable state laws that may be enacted or approved.

(m) "Cannabis Business" means a cannabis business operating pursuant to an Authorized License.

(n) "Cannabis Product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated

cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(o) "CEQA" means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(p) "City" means the City of Mendota, a municipal corporation having general police powers.

(q) "City Council" means the City of Mendota City Council.

(r) "City Manager" means the City Manager of the City of Mendota, or his or her designee.

(s) "Charged Party" has the meaning set forth in Section 8.1.

(t) "Charging Party" has the meaning set forth in Section 8.1.

(u) "Commercial Cannabis Activity" means to cultivate, manufacture, distribute, process, store, package, label, transport, deliver, or test cannabis or cannabis products as provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.

(v) "Conditional Use Permit" means a conditional use permit for the Project issued by the City pursuant to Mendota Municipal Code Chapter 17.08.050.

(w) "CUA" means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(x) "Developer" means LEFT MENDOTA I, LLC, and as further set forth in Section 6.1.

(y) "Developed Portions of the Property" means the designated structure or structures and all land specified in the development agreement application and the corresponding conditional use permit that is owned, leased, or otherwise held under the control of Developer.

(z) "Development Agreement Statute" has the meaning set forth in Recital E.

(aa) "Exhibits" has the meaning set forth in Section 1.3.

(bb) "Major Amendment" means an amendment that shall have a material effect on the terms of the Agreement. Major Amendments shall require approval by the City Council.

(cc) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(dd) "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 et seq. and its implementing regulations.

(ee) "MCRSA" has the meaning set forth in Recital A.

(ff) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(gg) "Minor Amendment" means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement (e.g., change of notice address) and any amendment described as minor herein.

(ii) "Non-Performance Penalty" has the meaning set forth in Section 4.3

(jj) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(kk) "Notice of Termination" has the meaning set forth in Section 9.1.

(ll) "Processing Costs" has the meaning set forth in Section 1.11.

(mm) "Project" has the meaning set forth in Recital D.

(nn) "Project Litigation" has the meaning set forth in Section 10.7.

(oo) "Public Benefit Fees" has the meaning set forth in Section 4.2.

(pp) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(qq) "Site" has the meaning set forth in Recital G.

(rr) "State Cannabis Manufacturing Regulations" means the regulations related to cannabis manufacturing issued by a State Licensing Authority in accordance with Chapter 13 (commencing with Section 26130) of Division 10 of the Business and Professions Code, which may be amended from time to time.

(ss) "State Licensing Authority" means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

(tt) "Subsequent City Approvals" has the meaning set forth in Section 3.1.

(uu) "Term" has the meaning described in Section 1.7.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent, partner, or joint venturer of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective and title to the Site is vested in the Developer (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is thirty (30) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) **Government Tolling or Termination.** City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is specifically required to comply with federal or state law and such federal or state law requires cessation of Commercial Cannabis Activities. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for an equivalent period of time (the "Tolling Period"). Developer shall not accrue or be liable to City for any Ministerial Fees, Public Benefit Amount, or any other fees contemplated under this Agreement during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling Period exceeds one (1) calendar year.

(b) **Developer Tolling or Termination.** Developer may not temporarily halt or suspend this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement.

Section 1.8. Priority of Enactment. In the event of conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (d) Conditional Use Permit, and (e) Subsequent City Approvals, as defined in Section 3.1 of this Agreement.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Seven Thousand Five Hundred Dollars (\$7,500) with City to pay for the Application, all actual, reasonable fees and expenses incurred by City that are related to the preparation, processing, and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and reasonable attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City.

(b) **Accounting.** Developer may request, and City shall issue within a reasonable time, an accounting and written acknowledgement of Processing Costs paid to City

ARTICLE 2

DEVELOPMENT OF PROPERTY

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the existing City regulations and codes, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license types and uses associated with said license types (the "Authorized License"):

License Description	State License Type(s)
Cultivation Indoor	1A/2A/3A/5A
Cultivation Mixed Light	1B/2B/3B/5B
Cultivation	Processor
Cultivation Nursery	4
Manufacturing 1	6

Manufacturing 2	7
Laboratory Testing	8
Distributor	11
Distributor Transport Only (Self-Distribution)	13
Non-storefront Retailer	9
Microbusiness*	12
<p>*Microbusiness Licensees may not engage in Commercial Cannabis Activity associated with a Storefront Retailer license (Type 10), but may engage in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer license (Type 9), provided that they are included within the Non-Storefront Retailer designation for purposes of paying the Non-Storefront Payment laid out in Section 4.2 below.</p>	

Section 2.5. Development Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals. Developer shall be required to comply with all provisions of the Mendota Municipal Code and any other City rules and administrative guidelines associated with implementation of the Commercial Cannabis Overlay District. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Mendota Municipal Code or issue rules or administrative guidelines associated with implementation of the Commercial Cannabis Overlay District or Developer's obligation to strictly comply with the same.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Mendota Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to,

or without complying with, all of the requirements in this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4

PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefit upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that is commensurate with the private benefits conferred on Developer (the "Public Benefit Fees"). Developer acknowledges that the Public Benefit Fees provided for herein are greater than the annual fee provided for in Mendota Municipal Code section 17.99.070 and, despite this fact, voluntarily agrees to pay the fees acknowledging that the private benefits conferred are of equal or greater consideration to the fees, and waives any right to challenge said fees as a violation of any law. In consideration of the foregoing, Developer shall remit to City the following payments (collectively referred to as the "Public Benefit Amounts"):

(i) An annual payment of Eighty-Five Thousand Dollars (\$85,000) for each Non-Storefront Retailer and Microbusiness Authorized License actively operating on the Site and engaging in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer

license (“Non-Storefront Payment”), paid in equal payments of Twenty-One Thousand Two Hundred and Fifty Dollars (\$21,250) on the First (1st) business day of every Third (3rd) month; and

(ii) An annual payment of Two Hundred and Ten Thousand Dollars (\$210,000) paid in equal payments of Fifty-Two Thousand Five Hundred Dollars (\$52,500) on the First (1st) business day of every Third (3rd) month (“Quarterly Payment”); and

(iii) \$8.00 per square foot (the “Square Foot Charge”) of the existing buildings on the premises allocated for Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in Commercial Cannabis Activity, including, but not limited to, indoor cultivation, manufacturing, distribution, or non-storefront retail of cannabis or cannabis products *less* any Quarterly Payments that have been tendered to the City during the applicable period. The Square Foot Charge shall be paid to the City on the First (1st) Business Day of every Sixth (6th) month throughout the Term. For purposes of clarification, the Square Foot Charge shall only become due as to that portion of the Site where the Developer or its tenants or assignees are actively engaging in Commercial Cannabis Activities, and with respect to indoor cultivation, the actual canopy space where indoor cultivation occurs. In the event the Developer or its tenants or assignees are not actively engaging in Commercial Cannabis Activities on the Site, the City shall only receive the Quarterly Payment. In the event the Developer or any of its tenants or assignees are actively engaging in Commercial Cannabis Activities on the Site, the Square Foot Charge shall be reduced by any Quarterly Payments already paid to the City; and

(iv) Fifty cents (\$0.50) per square foot of the canopy space in any structure used for mixed light cultivation type of Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in mixed-light cultivation of cannabis (“Greenhouse Payment”). The Greenhouse Payment shall be paid to the City on the First (1st) Business Day of every third (3rd) month of the Term. For the purposes of this Section, the Greenhouse Payment shall mean the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises).

(b) Developer shall remit the Non-Storefront Payment, Quarterly Payment, Square Foot Charge, and Greenhouse Payment, as applicable, to City on as described in subdivision (a) of this section. Failure to remit the Quarterly Payment, Non-Storefront Payment, and Square Foot Charge, and Greenhouse Payment as applicable, is a material breach of this Agreement.

(c) The Square Foot Charge referred to in subdivision (a)(iii) of this section shall be subject to a five percent (5%) increase at the commencement of the tenth (10th) year of the term (“First Adjustment Date”), the twentieth (20th) year of the Term (“Second Adjustment Date”), and the thirtieth (30th) year of the Term (the “Third Adjustment Date”). The Parties hereby agree that there shall be no further increases to the Square Foot Charge after the Third Adjustment Date for the remainder of the Term.

(d) Notification. At least thirty (30) days before the adjustment of the Square Foot Charge as provided in subdivision (c) of Section 4.2 of this Agreement, City shall notify Developer in writing of the amount of the new Square Foot Charge in effect until the next adjustment date. The City’s failure to provide Developer with advance notice of an increased

Square Foot Charge prior to an adjustment date shall not be deemed a waiver of the City's right and entitlement to receive said increased Square Foot Charge owed by Developer in any way.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer and its tenants within forty-five (45) calendar days of issuance of such license to a tenant and each annual renewal thereafter ("State Licenses"). Developer shall also provide City with a list of tenants that have received a rent credit for employing at least fifty percent (50%) of City residents in accordance with Section 4.8 of this Agreement within thirty (30) calendar days of each anniversary of the Effective Date of this Agreement ("Local Workforce Report"). Failure or refusal of Developer to pay the Public Benefit Amount shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit. Notwithstanding anything to the contrary herein, failure to provide copies of State Licenses or Local Workforce Report within the applicable time period shall not amount to a material default of this Agreement and shall not constitute grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Subsequent tenants or assignees shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code. All records required by this Article 4 shall be maintained and made available for City's examination and duplication (physical or electronic) upon the City Manager's request at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee. Upon request, Developer shall make all records relating to this Article 4 available to City within three (3) business days.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due as required by this Agreement, including the Public Benefit Amount, and fails to cure such failure within the allotted Cure Period, Extended Cure Period, or any extension thereof mutually agreed upon by the Parties in writing, the City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as Exhibit C. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-Performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.7. Exempt from City Tax. For the Term of this Agreement, Developer shall be exempt from any City tax on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general

applicability enacted by the federal government, state government, or County of Fresno, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event that the City applies a new tax on commercial cannabis businesses, the City shall refund or credit the amount owed as Public Benefit Amount by an equal amount up to the amount of Public Benefit Amount owed to the Developer and any assuming owner proportional to the percentage ownership share of the gross land area of the Site. For the purposes of clarification, other than the Public Benefit Amount, the Processing Fees, and any other fees contemplated pursuant to this Agreement, Developer shall be exempt from any and all City taxes and fees relating to commercial cannabis activity and commercial cannabis businesses passed following the execution of this Agreement.

Section 4.8. Employing City Residents. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to construct, if necessary, operate the business(es) within the Project, and provide maintenance and security services to the Project, provided Developer has control over such hiring and employment. As part of such efforts, Developer agrees to include in any lease, license or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ local City residents for its business. Developer further agrees to provide a four percent (4%) base rent credit to any tenant whose workforce consists of at least fifty percent (50%) of local City residents at the end of each calendar year for the period the tenant's workforce meets the criteria set forth herein.

Section 4.9. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer understands and agrees that any failure to comply with this Section 4.9 shall constitute a material breach of this Agreement.

Section 4.10. Charitable Donation. Upon the full execution of this Agreement, Developer shall make a one-time donation in the amount of Ten Thousand Dollars (\$10,000) to a charity or program focused on drug education or rehabilitation as selected by the City.

Section 4.11. Site Beautification. Upon the full execution of this Agreement, Developer shall spend up to Ten Thousand Dollars (\$10,000) to clean up the vacant land portions of the Site and building facades. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to complete this work.

PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods, for the general welfare of the residents of Mendota, and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Developer" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers reasonably satisfactory to City.

(a) **General Liability Insurance.** Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insured.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) **Automotive Liability Insurance.** Developer shall maintain business, automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) **Workers' Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any

damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City. Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(c) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(d) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals.

Upon receiving notice of a claim, action, or proceeding, Developer shall assume the defense of the claim, action, or proceeding and the payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action prior to Developer's assumption of such defense. In the event City elects to contract with outside counsel, to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, approving counsel to defend City and settlement or other disposition of the matter, provided the City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Developer, Developer may enter into a settlement of the action, as it relates to Developer, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section 6.3 applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. The City's remedies are limited to that portion of the Project that is in breach of this Section 6.3.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement and upon receiving proper notice, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Notwithstanding the foregoing, nothing in this Section 6.5 shall amount to a waiver of Developer's right to exercise any of the administrative remedies available to Developer under applicable law and pursue any and all equitable remedies against the City in the event of the City's breach of this Agreement, including without limitation exercising its right to appeal, filing a Writ of Mandamus, or seeking specific performance.

ARTICLE 7

MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, provided such foreclosure or the transfer of interest results in the change of Developer, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing, which authorization shall not be unreasonably withheld.

ARTICLE 8
DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Subject to Section 8.1(g), any Party alleging a default or breach of this Agreement (“Charging Party”) shall give the other Party (“Charged Party”) not less than thirty (30) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured (“Cure Period”). During any such Cure Period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the Cure Period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within thirty (30) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 or the comparable provisions of the Mendota Municipal Code within thirty (30) calendar days from the expiration of the Cure Period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional thirty (30) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in sixty (60) calendar days or within such longer period specified in the notice, or the defaulting Party is not diligently pursuing a cure, or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer is in material default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

(g) In the event that a person or entity other than the Developer is in default, the Developer shall use commercially reasonable efforts to bring the person or entity in default into compliance. The City shall provide the Developer with notice and opportunity to cure as provided for in paragraph (a) through (e) above, except that the time periods in paragraphs (a), (b), (c) and (e) shall be ninety (90) days ("Extended Cure Period").

Section 8.2. Annual Review. City shall, every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or email to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such annual review. Developer shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the Developer's receipt of the written decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or City Council, as applicable.

Section 8.3. Estoppel Certificates. City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(a) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 8.1 (c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City including in the event of a pandemic, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 9
TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as Exhibit D, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer' Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10
OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager, such consent shall not be unreasonably withheld or conditioned. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately

terminate this Agreement as it applies to the assumed property. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as Exhibit E. Nothing in this Section 10.1 applies to the Developer's capitalization or ownership provisions.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Site, and is binding upon Developer.

If to City: City of Mendota
643 Quince Street
Mendota, CA 93640
Attention: City Manager

And to: Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Attention: John P. Kinsey, Esq.

If to Developer: Left Mendota I, LLC
1315 N North Branch St, Suite D
Chicago, IL 60642
Attention: Chris Lefkovitz

And to: Katchko Vitiello & Karikomi, PC
11835 W Olympic Blvd 860E
Los Angeles, California 90064
Attention: Yelena Katchko, Esq.

Section 10.5. Invalidity of Agreement/Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to

specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.10. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or any applicable regulations issued pursuant to the California Cannabis Laws, as may be amended from time to time.

Section 10.11. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Fresno.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

(e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) **Number and Gender.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) **Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

(i) **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) **Time is of the Essence.** Time is of the essence in this Agreement in each covenant, term, and condition herein.

(m) **Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(n) **Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(o) **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(q) **Confidentiality.** Both Parties agree to maintain the confidentiality of the other Party's "Confidential Information" under this Agreement and shall not disclose such information to third parties. "Confidential Information" shall include, but not be limited to, business plans, trade secrets, and industry knowledge. Confidential Information shall not apply to information that: (i) is in the public domain at the time of disclosures or (ii) is required to be disclosed pursuant to a court order, governmental authority, or existing state law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

“DEVELOPER”

Date: _____, 2021

Date: _____, 2021

CITY OF MENDOTA, CA
a California Municipal Corporation

LEFT MENDOTA I, LLC, a Delaware
Limited Liability Company

By: Cristian Gonzalez
Its: City Manager

By:
Its:

Attest:

Celeste Cabrera-Garcia
City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

Exhibit A

Legal Description

Exhibit B

Site Map

Exhibit C

Notice of Non-Performance Penalty

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota (“City”) and LEFT MENDOTA I, LLC (“Developer”) for the development of property located at 1269 Marie Street, Mendota, California 93640 (“Agreement”), if Developer fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty (“Notice”) to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer that Developer has failed to make payment(s) required by the Agreement. The past due amount is _____. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of _____ (“Penalty Amount”) is hereby imposed. Please remit payment of the Penalty Amount by _____.

City Manager
City of Mendota

Date

Exhibit D

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Mendota
643 Quince St
Mendota, CA 93640
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Recording Fee Exempt per Government Code §6103

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota ("City") and LEFT MENDOTA I, LLC ("Developer") for the development of property located at 1269 Marie Street, Mendota, California 93640 ("Agreement"), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

In accordance with Article 9, Section 9.1 of the Agreement, City shall record this Notice of Termination.

Title:
Entity:

Date

Exhibit E

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, _____, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California (“City”), **LEFT MENDOTA I, LLC**, a Delaware limited liability company (“Assignor”), and _____, a _____ (“Assignee”). City, Assignor, or Assignee may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. City and Assignor entered into a development agreement, dated _____, for the development of property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-15 (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;

B. Pursuant to Article 10, Section 10.1 of the Development Agreement, Assignor may transfer all or part of its rights, title, and/or interests in all or a portion of Site, or Project, as those terms are defined in the Development Agreement, to any person, firm, corporation, or entity during the Term of the Development Agreement only with the advance written consent of the City Manager, who shall not unreasonably withhold or condition such consent;

C. Assignor desires to transfer to Assignee some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

D. Assignee desires to assume some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

E. The City Manager has agreed to permit Assignor’s transfer of some or all of Assignor’s rights and obligations under the Development Agreement to Assignee, and to Assignee’s assumption of same, subject to the terms and conditions specified in this Agreement;

F. The Parties intend through this Agreement to allow Assignor to transfer, and Assignee to assume, some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement.

G. The City Council has conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

Section 1. Assignment. Assignor hereby assigns to Assignee (all/some) of Assignor's rights and obligations under the Development Agreement. If Assignor is transferring only some of Assignor's rights and obligations under the Development Agreement, then the specific rights and obligations subject to transfer shall be specified in Exhibit "1," attached hereto and incorporated herein by this reference.

Section 2. Assumption. Assignee hereby accepts and assumes the foregoing transfer or assignment of (all/some) of Assignor's rights and obligations under the Development Agreement.

Section 3. Consent. In accordance with Article 10, Section 10.1 of the Development Agreement, the City Manager hereby consents to Assignor's transfer of, and Assignee's assumption of, Assignor's rights and obligations under the Development Agreement, as specified herein, subject to any reasonable terms and conditions the City Manager may require, as set forth in Exhibit "2," attached hereto and incorporated herein.

Section 4. Conditions of Assignment. The Parties hereby agree to abide by the terms or conditions of assignment, if any, set forth in Exhibit 2, and acknowledge that City's consent would not have been provided but for the Parties' agreement to abide by the terms or conditions of assignment.

Section 4. Effective Date. The assignment and assumption of rights and obligations as specified herein shall be effective on _____.

Section 5. Terms of the Development Agreement. The terms of the Development Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Development Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Inconsistency. In the event of any conflict or inconsistency between the terms of the Development Agreement and the terms of this Agreement, the terms of the Development Agreement shall govern.

Section 7. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Parties hereto, such further instruments of transfer and assignment and to take such other action as such the other Parties may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

“City”

Date: _____, ____

CITY OF MENDOTA, CA
a California Municipal Corporation

By: Cristian Gonzalez
Its: City Manager

Attest:

City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

“Assignor”

Date: _____, ____

LEFT MENDOTA I, LLC, a Delaware Limited
Liability Company

By:
Its:

“Assignee”

Date: _____, ____

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: NOVEMBER 9, 2021

GRANTS UPDATE

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – Staff received (1) RFQ from Provost & Pritchard for CDBG Engineering Services. This is a HUD requirement. Staff will be sending a summary analysis to the County of the results.
- **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. 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). Staff is reviewing other alternatives to expending the remaining funds since we have approximately, \$60,774.15. Other alternatives would be to allocate funding to food pantry, senior citizen meals and personal protection equipment.
- **California Water & Wastewater Arrearages Payment Program:** Staff will be submitting an application to the State Water Resources Control Board for \$70,743.47. This will assist customers who are 60 days or more past due on their utility bill. This will only cover water and wastewater debt.
- **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. We are still waiting for the grant award announcements which have been rescheduled for a Fall announcement.
- **Wonderful Community Grants** – We are waiting on the results for the 2021-2022 grant cycle awardees that were to be notified on October 15th.
- **Office of Traffic Safety:** Staff will be preparing an application to apply for a grant with the Office of Traffic Safety for DUI checkpoints. This application will be partnership with other cities to host DUI checkpoints in their cities. Mendota will be the lead applicant. This application is due January 2022.

- **Office of Traffic Safety (Emergency Extrication Equipment):** Staff submitted the final report on October 29, 2021. This grant purchased equipment for the local fire station, CALFIRE, Mendota Station 96.
- **T-Mobile Grant:** Staff will be submitting (2) applications on behalf of the City of Mendota and the Mendota Community Corporation (MCC) for Christmas Decorations and Park amenities for Pool Park. There will be a future agenda item for the City Council and the Board of the MCC's support of both applications.

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
T-Mobile	3/30/2022	6/30/2022	Private	N	N	\$ 50,000.00	Christmas Decorations & Pool Park amenities	
Outdoor Equity Grant Program	10/8/2021	3/1/2022	State	N	N	\$ 154,861.00	Outdoor activities in the community and traveling inside of California	
Office of Traffic Safety Grants	1/30/2021	3/1/2022	State	N	N	TBD	DUI Checkpoints with partnering cities in the Westside	Mendota will be the lead agency
CA WA & WWA Arrearages Payment	12/6/2021	TBD	State	N	N	\$ 70,743.47	Financial assistance for customers' accounts 60 days+ for water/wastewater only	
Small Community Drough Relief Program	TBD	TBD	State	N	N	TBD	Water Storage Tank	
Wonderful Community Grants	8/31/2021	9/30/2021	Private	N	N	\$ 50,000.00	(30) Rental Assistance (Continuing) (135) Utility Assistance (100) Dental Care	
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.	
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: November 2, 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. Well 10 and Water Main Relocation
 - On hold; pending coordination with USBR and BB Limited
3. Mendota Meter Reading Project
 - Construction contract was awarded, developing schedule
 - Construction to start in November 2021 with Waterboard funding
4. Citywide RRXG Improvements:
 - Topographic survey completed and coordinating with Railroad and Caltrans
5. 2021 Alley Paving Project
 - Construction started with CMAQ grant funding
 - Construction completion by the end of the month
6. GIS Mapping Services
 - Development of mapping has begun; funded by REAP grant
7. MJHS Safe Routes to School Project
 - Request for Authorization for ATP grant construction funding submitted to CTC/Caltrans; Construction in spring 2022

Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
 - Waiting for revisions to site plan
2. Rojas Pierce Park Annexation
 - Requesting a one-year extension to LAFCo's annexation approval to allow WWD and USBR to address concerns
3. CES Mendota
 - City Manager and City Planner met with Chevron representative via Zoom to discuss project.
4. Regional Housing Needs Allocation
 - Participating in Fresno COG meetings regarding the initial steps of the 6th Cycle Housing Element preparation
 - COG is now investigating the possibility of convening a second multijurisdictional Housing Element effort like the 5th Cycle document

5. Gonzalez Towing

- Staff preparing CEQA document for General Plan Amendment (Heavy Industrial) and zone change (M-2) to bring existing and proposed uses into conformity with City requirements.

Grant Applications:

1. Mendota Stormwater Improvement Project

- Prop 68 Urban Flood Protection Grant Program
 - Full funding of \$4.2 million AWARDED; working on grant agreement

2. MJHS Safe Routes to School Project:

- ATP funds authorized; RFP for consultant services advertised as of 9/8, due 11/5

3. Derrick & Oller Roundabout:

- CMAQ Competitive Regional Bid application submitted to FCOG to fill \$1,798,457 funding gap in project; award notifications in January

4. 5th Street & Quince Street Reconstruction:

- STBG competitive regional bid application submitted to FCOG for \$706,251 to fund construction; award notifications in January

On-going (this month):

1. Representation of the City at FCOG TTC and LRSP stakeholder meetings
2. Representation of the City and westside cities at FCOG RTP/SCS roundtable
3. Discussion of road safety issues with Caltrans
4. Assistance to Public Utilities Director for upgrades to facilities

Overall P&P Staff engaged (month of October):

- Engineers: 11
- Planners: 2
- Surveyors: 1
- Environmental Specialist: 2
- GIS/CAD Specialists: 3
- Construction Manager: 1
- Project Administrator: 3

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