



# 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  
February 8, 2022  
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.

Pursuant to Government Code section 54953, subdivision (e)(1)(C), the City Council's February 8, 2022, meeting will only be accessible remotely to promote social distancing in light of the ongoing state COVID-19 pandemic emergency per the recommendations of the Centers for Disease Control and Prevention (CDC), California State Public Health Officer, and Fresno County Public Health Officer.

Due to COVID-19, public in-person participation at this meeting is not permitted at this time. 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=S1ZEc0VYaXRRTFp6c293cHMvQlA1dz09>

## CALL TO ORDER

## ROLL CALL

## FLAG SALUTE

## INVOCATION

## FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

## **PRESENTATION**

1. Public Works Superintendent Banuelos to present the Public Works Department's 2021 Employee of the Year Award to Maintenance Worker I Michael Leyva.
2. Chief of Police Smith to present the Police Department's 2021 Employee of the Year Award to Police Officer David Maldonado.
3. City Manager Gonzalez to present the City Administration Department's 2021 Employee of the Year award to City Clerk/Event Coordinator Celeste Cabrera-Garcia.

## **CITIZENS' ORAL AND WRITTEN PRESENTATIONS**

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

## **APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING**

1. Minutes of the regular City Council meeting of January 25, 2022.
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. JANUARY 19, 2022 THROUGH JANUARY 31, 2022  
WARRANT LIST CHECK NOS. 51333 THROUGH 51375  
TOTAL FOR COUNCIL APPROVAL = \$268,285.47
2. Proposed adoption of **Resolution No. 22-07**, approving the proposal submitted by Selma Kia and authorizing the purchase of a KIA Rio for the Code Enforcement Department.
3. Proposed adoption of **Resolution No. 22-08**, authorizing services for plan restatement for the City of Mendota's 401(k) Profit Sharing Plan, in compliance with the Post Pension Protection Act Legislation (Post PPA-Cycle 3).

## **BUSINESS**

1. Council discussion and consideration of the City Hall/Police Station project.
  - 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 provides direction to staff on how to proceed*

## **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

## **CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to subdivision (b) of Government Code section 54957  
Title: City Manager
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
Pursuant to Government Code section 54956.8
  - a. Property: APN: 013-162-02S
  - b. Agency Negotiator: Cristian Gonzalez, City Manager
  - c. Negotiating Party: Nadene Weatherbie; County of Fresno
  - d. Under Negotiation: Redemption of Property
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).  
*City of Mendota v. Evelyn Kramer, et al.*, Fresno County Superior Court, Case No. 21CECG02410.

**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 February 8, 2022, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, February 4, 2022 at 5:00 p.m.

  
\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**January 25, 2022**

**Meeting called to order by Mayor Castro at 6:10 p.m.**

**A motion of silence was held for community member Jose Luis Llamas who had recently passed away**

**Roll Call**

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

**Council Members Absent: None**

**Flag salute led by Mayor Castro**

**Invocation led by Police Chaplain Ophelia Lugo**

### **FINALIZE THE AGENDA**

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

Director of Administrative Services/Assistant City Manager Lekumberry requested that the Council table Business Item 1 and Closed Session Item 1.

Discussion was held on the request.

A motion was made by Councilor Riofrio to adopt the agenda as requested by staff, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

## 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 January 11, 2022.
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 Riofrio to approve items 1 and 2, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

## CONSENT CALENDAR

1. JANUARY 5, 2022 THROUGH JANUARY 14, 2022  
WARRANT LIST CHECK NOS. 51275 THROUGH 51332  
TOTAL FOR COUNCIL APPROVAL = \$618,677.18
2. Proposed adoption of **Resolution No. 22-05**, approving the application for grant funds from the Recreational Trails Program.
3. Proposed adoption of **Resolution No. 22-06**, proclaiming a continued local emergency, ratifying the proclamation of a state of emergency by the Governor on March 4, 2020, and authorizing remote teleconference meetings of the City of Mendota's legislative bodies for a period of thirty days pursuant to the Brown Act.

A request was made to pull item 2 for discussion.

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

2. Proposed adoption of **Resolution No. 22-05**, approving the application for grant funds from the Recreational Trails Program.

Discussion was held on the item.

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

Councilor Rosales reported on outreach that he has done to state agencies requesting funding.

## **BUSINESS**

1. Council discussion and consideration of the City Hall/Police Station project.

*The item was tabled to a future meeting.*

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

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

Chief Smith provided the report for the Police Department including monthly statistics and crime trends.

Discussion was held on crime trends; traffic issues; the role of the Code Enforcement officers; animal control issues in the community; and grant opportunities.

Chief Smith provided the report for the Animal Control Department including that the officers are able to administer vaccines to dogs; the department's work with other animal shelters; and monthly statistics.

Chief of Police Smith provided the report for the Code Enforcement Department, including monthly statistics.

2. City Attorney
  - a) Update

Assistant City Attorney Castro stated that he is excited for the new year.

Discussion was held on the recourses that are available to the City to address various safety issues at Latino Market.

3. City Manager

*Nothing to report.*

## **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)

Councilor Rosales thanked the staff and Council for their work.

Councilor Riofrio commented on the passing of Mr. Jose Llamas, the passing of Mr. Richard Alarcon, and the passing of Mr. Francisco Almanza.

Discussion was held on the passing of community members.

Mayor Pro Tem Mendoza commented on holding an event to unveil the sign designating the future site of the Daniel “Gordo” Porrás youth soccer field.

Councilor Alonso wished everyone have a Happy New Year; and commented on celebrating the 80<sup>th</sup> anniversary of the City.

2. Mayor

Mayor Castro inquired about the renter’s business license process; and inquired about the 2021 Employees of the Year.

Discussion was held on community outreach groups.

**CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to subdivision (b) of Government Code section 54957  
Title: City Manager

*The item was tabled to a future meeting.*

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).  
*City of Mendota v. Evelyn Kramer, et al.*, Fresno County Superior Court, Case No. 21CECG02410.

At 7:00 p.m. the Council moved into closed.

At 7:23 p.m. the Council reconvened in open session and Assistant City Attorney Castro stated that in regard to item 2 of the Closed Session, there was no reportable action.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 7:23 p.m. by Councilor Riofrio, seconded by Councilor Rosales; unanimously approved (5 ayes).

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Rolando Castro, Mayor

ATTEST:

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Celeste Cabrera-Garcia, City Clerk



CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/19/2022-1/31/2022  
CK# 51333 - 51375

Date	Check #	Check Amount	Vendor	Department	Description
January 19, 2022	51333	\$ 124,125.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 1/3/2022-1/16/2022
January 27, 2022	51334	\$ 1,150.00	A-1 NATIONAL FENCE	AIRPORT	359 AIRPORT BLVD, INSTALL 50'X6' CHAIN LINK FENCE
January 27, 2022	51335	\$ 10,540.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN FOR 1/18/2022, 1/24/2022, (32) MONTHLY MEDICAL ADMIN FEES: NOVEMBER 2021
January 27, 2022	51336	\$ 61.18	ADT SECURITY SERVICES	WATER	SECURITY SERVICES-2/4/22-3/3/22 WATER TREATMENT PLANT
January 27, 2022	51337	\$ 28,193.28	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR FEBRUARY 2022
January 27, 2022	51338	\$ 125.66	AGRI VALLEY IRRIGATION, INC.	SEWER	(1) ELBOW 22-1/20 100 PIP 15" PLUMBING FOR POND #6
January 27, 2022	51339	\$ 5,952.12	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR FEBRUARY 2022
January 27, 2022	51340	\$ 64.32	AUTOZONE, INC.	GENERAL	(1) ARMOR ALL ULTRA SHINE WASH & WAX, (1) ABSORBER SYNTHETIC, (1)ARMORALL ORG PRO WIPES (PD)
January 27, 2022	51341	\$ 2,914.54	BOGIE'S PUMP SYSTEMS	WATER	8" FLANGED DI SWING CHECK VALVE & FRIGHT
January 27, 2022	51342	\$ 1,116.39	BSK ASSOCIATES	WATER-SEWER	WW WEEKLY GRAB SAMPLE 12/28/2021, 1/4/22, GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 12/28/21, 1/4/22, 1/11/22
January 27, 2022	51343	\$ 30.00	CABRERA, CELESTE	GENERAL-WATER-SEWER	REIMBURSEMENT (1) CITY CLERK TRAINING ATHENIAN DIALOGUE 2/25/22
January 27, 2022	51344	\$ 48.32	CAMCO	SEWER-STREETS	(3) Q.T CAP NY. LT. WHITE NYLON, (1) HOSE SHANK
January 27, 2022	51345	\$ 939.01	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES MOMS SYS. FEBRUARY 2022
January 27, 2022	51346	\$ 750.65	CORE & MAIN LP	WATER	(1) B12 CONC METER BOX 12X20" (1) B12P CONC LID WA
January 27, 2022	51347	\$ 442.98	CROWN SERVICES COMPANY	GENERAL-SEWER	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A (PD), TOILET W/SINK 1XWK 1300 2ND ST. - WWTP, LOZANO PARK
January 27, 2022	51348	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATIONS PROCESSING FOR DECEMBER 2021 (PD)
January 27, 2022	51349	\$ 350.00	DEPARTMENT OF JUSTICE	GENERAL	(10) BLOOD ALCOHOL ANALYSIS-DECEMBER 2021 (PD)
January 27, 2022	51350	\$ 64.47	EINERSON'S PREPRESS	WATER-SEWER	(500) BUSINESS CARDS, 16 PT MATTE, TONY-PUBLIC WORKS
January 27, 2022	51351	\$ 1,072.45	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(4) TECH SERVICES TROUBLE SHOOTING PRINTER (1.5) SE
January 27, 2022	51352	\$ 148.00	CITY OF FRESNO-POLICE DEPARTMENT	GENERAL	(1) DETECTIVE SCHOOL, FEBRUARY 7-9, 2022 (1 OFFICER) (PD)
January 27, 2022	51353	\$ 143.68	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR DECEMBER 2021 (PD)
January 27, 2022	51354	\$ 2,176.92	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD & STD INSURANCE FOR FEBRUARY 2022
January 27, 2022	51355	\$ 270.00	NAVIA BENEFIT SOLUTIONS	GENERAL	(40) BASE MONTHLY FEE (6) PARTICIPANT FEE AUG-OCT. 2021
January 27, 2022	51356	\$ 1,500.65	NORTHSTAR CHEMICAL	WATER	(200) GAL SODIUM BISULFITE- 25%
January 27, 2022	51357	\$ 575.91	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES-(2) 1099NEC FORMS 4PT 50PK, (1) TONER BROTHER, MASKS, POST IT, (3) PAPER 30%, (1) VELLUM BRISTOL
January 27, 2022	51358	\$ 6,890.15	PG&E	WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES FOR 12/13/21-1/10/22
January 27, 2022	51359	\$ 1,705.26	PLATT ELETRIC SUPPLY	GENERAL	(6) LMK LAS45S-T4 4K ADJ. LUMEN FOR PARKS
January 27, 2022	51360	\$ 3,062.97	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 12/13/21, 1/11/22, 1/12/22
January 27, 2022	51361	\$ 63,970.00	SIGNATURE PUBLIC FUNDING	WATER-SEWER	SOLAR GENERATING FACILITIES & INTEGRATED SWITCHGEAR
January 27, 2022	51362	\$ 1,797.00	STATE WATER RESOURCES	WATER	ANNUAL PERMIT FEE- CITY OF MENDOTA 1/1/22-12/31/22, & ANNUAL PERMIT FEE MENDOTA MBR BASS 7/1/21-6/30/22
January 27, 2022	51363	\$ 535.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL SERVICES-CITYHALL/DMV/YOUTH CENTER, PW, PD, ROJAS PARK- TREAT FOR GOPHER MOUNDS 12/30/21
January 27, 2022	51364	\$ 1,745.24	THE HOME DEPOT	GENERAL-WATER-SEWER	(1) MKE M18 6 1/2" CIRC SAW & HOLE DOZER BIMETAL, (3) TOOL BAGS, (2) HUSKY 14", 18 & 10" HUSKY MECANIC SET
January 27, 2022	51365	\$ 912.90	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONE SERVICE FOR 12/7/21-1/6/22
January 27, 2022	51366	\$ 1,567.95	WESTAMERICA BANK	GENERAL-WATER-SEWER	(2) POLICE DEPARTMENT VEHICLES LOAN FEE FEB. 2022, JEEP CHEROKEE LOAN FEE FEBRUARY 2022
January 28, 2022	51367	\$ 155.85	A1 SIGNS AND BANNERS	GENERAL	(1) LAMINATED 10 MIL COROPLAST FOR DANIEL PORRA SOCCER FIELD
January 28, 2022	51368	\$ 18.48	U.S. TREASURY	GENERAL	4TH QUARTER 2021- FORM 941

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 1/19/2022-1/31/2022  
 CK# 51333 - 51375

January 31, 2022	51369	VOID			
January 31, 2022	51370	\$ 432.60	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES FOR 1/6/22, 1/13/22, 1/20/22, 1/27/22
January 31, 2022	51371	\$ 340.20	CALIFORNIA BUILDING	GENERAL	SB1473 10/1/21-12/31/21 BUILDING STANDARDS FEES
January 31, 2022	51372	\$ 23.60	DIVISION OF THE STATE ARCHITECT	GENERAL	QUARTER 4- DISABILITY ACCESS & EDUCATION FEE
January 31, 2022	51373	\$ 993.13	DEPARTMENT OF CONSERVATION	GENERAL	SMP & SEISMIC HAZARD MAPPING FEE 10/1/21-12/31/21
January 31, 2022	51374	\$ 170.00	GOVERNMENT FINANCE	GENERAL	MEMBERSHIP RENEWAL FOR 2/1/2022-1/31/2023
January 31, 2022	51375	\$ 1,009.61	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC PROJECTS ENGINEERING PROJECT #STPL 5285 (020)

\$ **268,285.47**

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KEVIN SMITH, CHIEF OF POLICE  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING THE PROPOSAL SUBMITTED BY SELMA KIA AND AUTHORIZING THE PURCHASE OF A KIA RIO FOR THE CODE ENFORCEMENT DEPARTMENT  
**DATE:** FEBRUARY 8, 2022

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**ISSUE**

Shall the City Council adopt Resolution No. 22-07, approving the proposal submitted by Selma Kia and authorizing the purchase of a Kia Rio for the Code Enforcement Department?

**BACKGROUND:**

Since November 2021, research was conducted into the purchase a new vehicle for use within the Police Departments Code Enforcement Unit. Said research was conducted considering we were fortunate to receive grant funding for the vehicle through Proposition 64. Additionally, Proposition 64 funding also allowed for the hiring of two additional Code Enforcement Officers within the Police Department. There is currently a shortage of Code Enforcement vehicles within the Police Department due to the added staff.

Staff has requested proposals from three different vehicle suppliers, three suppliers were responsive with Selma Kia being the lowest responsible bidder. Selma Kia has agreed to a total price of \$24,872.32 with tax and license fees.

**FISCAL IMPACT:**

The purchase price is already funded through the Proposition 64 grant.

**RECOMMENDATION:**

Staff recommends that the Council adopt Resolution No. 22-07, approving the proposal submitted by Selma Kia and authorizing the purchase of a Kia Rio for the Code Enforcement Department.

**Attachment(s):**

1. Proposal submitted by Selma Kia
2. Resolution No. 22-08

Retail Worksheet

Send to F&I

Deal #

Deal Date

Deal Type

Financial Inst.

Program

Deal Status **Stored**

Sales Price	
MSRP	<input type="text" value="20,425.00"/>
Discount	<input type="text" value="0.00"/>
Selling Price	<input type="text" value="20,425.00"/>
Aftermarkets	<input type="text" value="2,193.00"/>
DOC FEE	<input type="text" value="85.00"/>
VSI Premium	<input type="text" value="0.00"/>
ESC Premium	<input type="text" value="0.00"/>
Maintenance	<input type="text" value="0.00"/>
GAP Premium	<input type="text" value="0.00"/>
LAH/JUI	<input type="text" value="0.00"/>
Prior Lease Bal	<input type="text" value="0.00"/>
License Fee	<input type="text" value="320.00"/>
Dealer Fees	<input type="text" value="0.00"/>
Total Fees	<input type="text" value="358.75"/>
Total Taxes	<input type="text" value="1,810.57"/>
Total Price	<input type="text" value="24,872.32"/>
Trade Difference	<input type="text" value="22,618.00"/>

Down Payment	
Cash Down	<input type="text" value="0.00"/>
Deposit	<input type="text" value="0.00"/>
Total Rebates	<input type="text" value="0.00"/>
Total Trade Allow	<input type="text" value="0.00"/>
Total Trade Payoff	<input type="text" value="0.00"/>
Total Net Trade	<input type="text" value="0.00"/>
Total Def Down	<input type="text" value="0.00"/>
Total Down Payment	<input type="text" value="0.00"/>

Payment

Term

Sell Rate

AOR

# Days 1st Payment

Payments Per Year

1st Payment Date

Prepaid Fin Charge

APR

Amount Financed

Finance Charge

Total of Payments

Total Sales Price

Payment **24,872.32**

*Est*

*7.975*

Vehicle

New  Used  Demo  Cert.

Stock #

Year

Make

Model

Style

Odometer

Buyer

Customer #

Last

First

Company

Reg State

County

*based on 7.975 sales tax*

*Est only*

*\$ can vary by the time the vehicle is built*

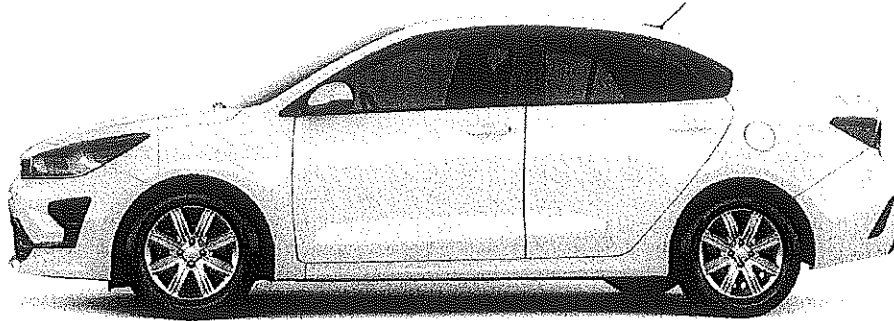
*[Signature]*

*city of Fresno*

*8.35% Tax*

*Est - \$24,957.46*

# 2022 Rio S Finish Build



- USB Charging Ports
- Cruise Control w/ Steering-Wheel-Mounted Buttons
- Remote Keyless Entry w/ Alarm and Trunk Opener
- Rear-Seat Adjustable Headrests
- 60/40 Split-Folding Rear Seat

Clear White



Black Tricot and Woven Cloth



2022 Rio S

**\$17,045\***

Clear White / Black Tricot and Woven Cloth

\$0

**Options**

Carpet Floor Mat

\$155

**Destination**

\$1,215

**Estimated Total**

**\$18,260**

Starting price is manufacturer's suggested retail price (MSRP). MSRP excludes destination and handling charges, taxes, license, and title. See dealer for details. <https://www.kia.com/us/en/rio/build?model=31442&exterior=Clear+White&interior=Black+Tricot+and+Woven+Cloth&options=CF&trim=S>

Starting price is manufacturer's suggested retail price (MSRP). MSRP excludes destination and handling charges, taxes, title, license, options and dealer charges. Actual prices set by dealer may vary.

Estimated Finance

**\$264/mo**


Estimated Lease

**\$289/mo**

## DEALERS NEAR THE 93662 ZIPCODE


### Selma KIA

2775 Auto Mall Drive  
Selma  
5594600866

 0.5 Miles


### Future KIA

900 W. Shaw Avenue  
Clovis  
5592946300

 17.4 Miles

### Visalia KIA

825 S. Ben Maddox Way  
Visalia  
5597333100

 25.5 Miles

## 2022 Rio S Special Offers

2022 Kia  
Standard Lease  
Financing  
**3.6%-3.8%**

2022 Kia Standard  
Lease Financing

Expires  
1/31/22

2022 Kia  
Military  
Specialty  
Incentive  
Program<sup>1</sup>  
**\$400**

2022 Kia Military  
Specialty Incentive  
Program

Expires  
1/31/22

2022 Kia Low  
APR Special  
Financing<sup>2</sup>  
**4.3%-4.3%**

2022 Kia Low APR  
Special Financing

Expires  
1/31/22

2022 Kia RIO  
Low APR  
Special  
Financing<sup>2</sup>  
**1.9%-4.3%**

2022 Kia RIO Low APR  
Special Financing

Expires  
1/31/22

2022 Kia  
Military  
Specialty  
Incentive  
Program<sup>1</sup>  
**\$400**

2022 Kia Military  
Specialty Incentive  
Program

Expires  
1/31/22

See offer details at the end of this summary.

## Standard Features and Specs

### Exterior Features And Options

Front Grille, Black Mesh  
Body-Color Exterior Door Handles  
Dual Body-Color Power Heated Mirrors  
Solar Control Glass  
Variable Intermittent Windshield Wipers  
Heated Rear Glass w/ Timer  
Halogen Headlights  
Auto On/Off Headlight Control  
Locking Fuel-Filler Door  
15-inch wheels w/ Full Covers  
Tire Size: 185/65R15  
Space-Saver Spare Tire

### Interior Features And Options

8-inch Touchscreen Display and  
AM/FM/MP3 Audio System  
6 Speakers w/ Front Tweeters  
Wireless Android Auto™  
Wireless Apple CarPlay®  
Rear-View Monitor w/ Dynamic Parking  
Guidance

### Performance Fuel Economy

EPA MPG (City/Highway/Combined):  
33/41/36  
Fuel Tank Capacity: 11.9 gal.  
Minimum Fuel Grade Required: Regular  
Unleaded (87 Octane or Higher)

### Performance Body/Chassis

Layout: Front-Wheel Drive (FWD)  
Body Type: Steel Unibody  
Steering Type: Electric Motor Driven  
Power Steering (MDPS)  
Front Suspension Type: MacPherson  
Struts, Gas Shock Absorbers, Stabilizer  
Bar  
Rear Suspension Type: Coupled Torsion  
Beam Axle, Twin Tube Shock Absorbers  
Steering Wheel Range (Lock-to-Lock):  
2.8 turns  
Vehicle Turning Circle (Curb-to-Curb):  
33.5 ft.  
Brake System: Anti-Lock Braking System

Bluetooth® Wireless Technology w/  
Steering-Wheel-Mounted Buttons  
Siri® Eyes Free  
USB Input  
USB Charging Ports  
12 V Outlet  
Steering-Wheel-Mounted Audio Buttons  
Cruise Control w/ Steering-Wheel-  
Mounted Buttons  
Power Windows w/ Driver's One-Touch  
Auto-Down  
Power Door Locks  
Remote Keyless Entry w/ Alarm and  
Trunk Opener

Vehicle Immobilizer  
Air Conditioning  
Tilt Steering Column  
Trip Computer  
Center Console w/ Sliding Armrest and  
Storage  
Dual Front Cup Holders  
Front & Rear Door Map Pockets w/  
Bottle Holder  
Day/Night Rearview Mirror  
Overhead Sunglasses Holder  
Dual Map Lights  
Dual Visor Vanity Mirrors  
Glove Box w/ Illumination  
Trunk Net  
Tricot & Woven Cloth Seat Trim  
6-Way Adjustable Driver's Seat  
Height-Adjustable Front Seat-Belt  
Anchors  
Rear-Seat Adjustable Headrests  
60/40 Split-Folding Rear Seat

### Dimensions Exterior

Length: 172.6 in.  
Width: 67.9 in.  
Height: 57.1 in.  
Wheelbase: 101.6 in.  
Track: Front/Rear: 60.0/60.2 in.  
Ground Clearance: 5.5 in.

### Dimensions Interior

Headroom: Front / Rear: 38.9/37.4 in.  
Shoulder Room: Front / Rear: 54.1/53.3  
in.  
Hip Room: Front / Rear: 52.9/52.4 in.  
Legroom: Front / Rear: 42.1/33.5 in.

(ABS)  
Front Ventilated Brake Disc Diameter:  
11.0 in.  
Rear Drum Brake Diameter: 8.0 in.  
Rear Disc Brake Diameter: 10.3 in.

### Safety Features

Dual Front Advanced Airbags  
Dual Front Seat-Mounted Side Airbags  
Full-Length Side Curtain Airbags  
3-Point Seat Belts for All Seating  
Positions  
Front Seat-Belt Pretensioners  
Anti-Lock Braking System (ABS)  
Electronic Stability Control (ESC)  
Vehicle Stability Management (VSM)  
Electronic Brake-force Distribution (EBD)  
Hill Start Assist Control (HAC)  
Tire-Pressure Monitoring System (TPMS)  
Side-Impact Door Beams  
Front and Rear Crumple Zones  
Lower Anchors and Tethers for Children  
(LATCH)  
Rear Child-Safety Door Locks

### Warranty

Industry-leading Kia 10-year/100,000-  
mile warranty program



Passenger Volume: 89.9 cu. ft.

Cargo Volume: Rear Seat Upright: 13.7 cu. ft.

### Dimensions Weights

Curb Weight: 2,767 lb.

### Performance Drivetrain

Engine Type: 1.6 liter, I-4

Engine Displacement: 1,598 cc

Engine Valve Train: Dual Overhead Cam (DOHC), 16-valve

Engine Compression Ratio: 11.2:1

Engine Fuel Delivery System: Multi-Point Injection (MPI)

Horsepower: 120 hp @ 6,300 rpm

Torque: 112 lb.-ft. @ 4,500 rpm

Transmission Type: Intelligent Variable Transmission (IVT)



- 
1. To be eligible for this program, Customers must be members in Active Duty, honorably discharged from, retired from, or on disability with the United States Armed Forces (including Reservists). Additionally, the spouse of those individuals is also eligible for this program. The eligible customer must be able to provide one of the following: a current Earnings Statement, a copy of honorable discharge papers or certificate, a bank statement indicating a pension or disability earnings from the United States Armed Forces or an official document indicating future pension eligibility. This includes those that have "national" status from another country and are serving in the United States military.
  2. Requires credit approval and financing through Kia Motors Finance (KMF).

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
THE PROPOSAL SUBMITTED BY SELMA  
KIA AND AUTHORIZING THE PURCHASE  
OF A KIA RIO FOR THE CODE ENFORCEMENT  
DEPARTMENT**

**RESOLUTION NO. 22-07**

**WHEREAS**, the Mendota Police Department (“MPD”) currently uses different makes and models of vehicles for its four Code Enforcement Officers, based on the assignments they are tasked with, and these vehicles are used for patrolling the City of Mendota (“City”); and

**WHEREAS**, MPD intends to purchase a new Kia Rio for a new Code Enforcement position that was funded under grant funding through Proposition 64; and

**WHEREAS**, this vehicle is essential for the efficient operations of MPD; and

**WHEREAS**, the cost associated to this vehicle will be reimbursed in full through Proposition 64; and

**WHEREAS**, City staff requested proposals from three different vehicle suppliers, and all three suppliers were responsive with Selma Kia being the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Council approves the proposal submitted by Selma Kia and authorizes the purchase of the vehicle for the MPD.

\_\_\_\_\_  
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 8<sup>th</sup> day of February, 2022, by the following vote:

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

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** JENNIFER LEKUMBERRY, DIRECTOR OF ADMIN. SERVICES & ASST. CITY MANAGER  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** AUTHORIZATION FOR SERVICES FOR PLAN RESTATEMENT IN COMPLIANCE WITH THE POST PENSION PROTECTION ACT LEGISLATION (POST PPA-CYCLE 3)  
**DATE:** FEBRUARY 8, 2022

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**ISSUE**

Shall the City Council adopt Resolution No. 22-08, authorizing services for plan restatement for the City of Mendota's 401(k) Profit Sharing Plan, in compliance with the Post Pension Protection Act Legislation (Post PPA-Cycle 3)?

**BACKGROUND**

The City of Mendota's 401(k) Profit Sharing Plan is using a pre-approved plan document. The law states that the employer must adopt a new plan document at least once every six years. These 6-year periods are called "cycles" and we've just entered Post-PPA Cycle 3. (Referred to as "Cycle 3" for the remainder of this document).

**ANALYSIS**

Cycle 3 restatement incorporates 401(k) law changes enacted prior to February 1, 2017, with some of the additional addendums that have occurred after, mentioned below:

Hardship distribution rules (Addendum included with Cycle 3)

- On Sept. 23, 2019 the IRS updated their rules for hardship distributions. The new rule's mandatory changes became effective January 1, 2020.
- Eliminate the six-month suspension of employee contributions following a hardship distribution (mandatory).
- Require participants to represent that "he or she has insufficient cash or other liquid assets to satisfy the financial need" before taking a hardship (mandatory).
- Eliminate the requirement that participants take a plan loan prior to receiving a hardship distribution (optional).
- Expand the contribution sources available for hardship distribution to include QNECs, QMACs, safe harbor contributions, and earnings on elective deferrals (optional).
- Add losses resulting from a federally-declared disaster as a "safe harbor" hardship expense (optional).

Nexus Administrators has informed the City of future addendums which will include the SECURE Act that was signed into law on December 20, 2019 and the CARES Act that was signed into law on March 27, 2020.

**FISCAL IMPACT**

Fee for restatement is \$895.00 (General Fund, Sewer Fund, and Water Fund)

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 22-08, authorizing services for plan restatement for the City of Mendota's 401(k) Profit Sharing Plan, in compliance with the Post Pension Protection Act Legislation (Post PPA-Cycle 3).

**Attachment(s):**

1. Resolution No. 22-08
2. Exhibit "A" - Service agreement for plan administration

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AUTHORIZING  
SERVICES FOR PLAN RESTATEMENT  
FOR THE CITY OF MENDOTA’S 401(K)  
PROFIT SHARING PLAN, IN COMPLIANCE  
WITH THE POST PENSION PROTECTION  
ACT LEGISLATION (POST PPA-CYCLE 3)**

**RESOLUTION NO. 22-08**

**WHEREAS**, the City of Mendota’s (“City”) 401(k) Profit Sharing Plan is using a pre-approved plan document; and

**WHEREAS**, the law states that the City, as an employer, must adopt a new plan document at least once every six years; and

**WHEREAS**, these 6-year periods are called "cycles" and the City just entered Post-PPA Cycle 3 (“Cycle 3”);

**WHEREAS**, the Cycle 3 restatement period begins on August 1, 2020, runs through July 31, 2022, and the City’s pre-approved plan must be executed on or before July 31, 2022.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby authorizes services for a plan restatement for the City of Mendota’s 401(k) Profit Sharing Plan, in compliance with the Post Pension Protection Act Legislation, and authorizes the City Manager to execute the agreement attached hereto as Exhibit “A”.

\_\_\_\_\_  
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 8<sup>th</sup> day of February 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

## Exhibit A

DECLARATION FOR SERVICES FOR  
PLAN RESTATEMENT IN COMPLIANCE WITH  
THE POST PENSION PROTECTION ACT LEGISLATION (POST PPA-Cycle 3)



FOR THE RESTATEMENT OF: City Of Mendota 401(k) Profit Sharing Plan

The changes mandated by Cycle 3 will affect the administrative and disclosure requirements for all Employers with a qualified retirement plan. During this period of restatement, you have the opportunity to make other design changes to the plan. The attached list provides various options. Your plan may already contain some of these provisions. Some of the changes can only be made with a delayed effective date. If you would like to discuss additional options, please contact your Client Service Representative at (559) 437-7070 [Fresno Street Office] or (559) 447-1600 [Cedar Avenue Office].

If no optional changes are desired, please check (1):

(1)  Plan Amendment/Restatement NO CHANGES NEEDED- Includes preparation of Adoption Agreement and Summary Plan Description as well as ancillary Policy forms participant election forms and notices.

Fee for restatement = \$895.00

If changes are being considered, please check (2) and return this form or contact our office to discuss specific changes:

(2)  I would like to discuss provisions that may be added to or changed in our current document. Please contact the undersigned. I understand that fees will be adjusted for plan design changes and if no changes are needed, the applicable fee in (1) will apply.

Fee for restatement to be quoted upon review of changes (not to exceed \$1,300.00)

The restated document will be posted to the Plan Sponsor Link portal. If you need copies sent via e-mail in .pdf format to you or another party, please check the box below and provide contact information:

Please send .pdf versions via e-mail to: \_\_\_\_\_

Please sign below and return this form to our office.

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Date



## PLAN DESIGN OPTIONS

### Contribution types;

- Pre-tax (401(k))
- Roth deferrals
- Regular Matching
  - o Completely Discretionary
  - o Fixed Formula
- Nonelective (Profit Sharing and Prevailing Wage)
  - o Completely Discretionary (profit sharing only)
  - o Fixed Formula (per contract for prevailing wage)
  - o Prevailing wage offset
  - o Allocation of Nonelective-
    - Pro rata
    - Utilize social security wage base
    - Per classification of employee (each employee can be a separate class)
- Safe harbor contributions-
  - o 3% nonelective (allocated to all)
  - o 3% “maybe” nonelective (allocated to all if activated for the year)
  - o 4% match (dollar for dollar up to 4% of pay)
  - o Tiered match (dollar for dollar up to 3% of pay and 50 cents per dollar on the next 2% of pay)

### Excluded Employees:

- Union
- Non-Resident Aliens
- Highly Compensated (includes owners)
- Hourly paid
- Part-Time/Temporary/Seasonal (that never work over 1,000 hours in a year)

### Eligibility requirements:

- **Long-Term, Part-Time employees with 500 hours in three consecutive years will be eligible**
- Service (Maximum 1 year (or less) if vesting applies, 2 years if 100% vested)
- Age (Maximum 21 but can be lower – or no age requirement)

### Entry Dates:

- One date a year (must be retroactive)
- Two or more dates a year (can be prospective)
- Different entry for different types of contributions

### Automatic Enrollment:

- Employees that do not complete an enrollment form are automatically enrolled with default features

### Allocation Conditions:

- Last day of employment
- 1,000 hours of service

### Forfeitures

- Pay Expenses
- Allocate as additional contribution
- Reduce nonelective and regular match

### In-Plan Roth Rollover

### Vesting Schedules

### Distributions upon severance/Death

- Immediate distribution
- Delay in distribution
- Recognize Domestic Partner as “spouse”

### Distributions while still employed (in-service)

- Hardship
- After attainment of specified age
- Loans





## SERVICE AGREEMENT FOR PLAN ADMINISTRATION

Company: City Of Mendota

Plan: City Of Mendota 401(k) Profit Sharing Plan

Effective Date: November 30, 2021

This agreement (“Agreement”) between the Company and Nexus Administrators, Inc. (“NEXUS” or “we”) summarizes the work we are to perform, outlines our fees and billing procedures, and notifies you of your responsibilities under our engagement.

### I. ENGAGEMENT

We are being retained by you on behalf of the Plan to perform the services outlined in this Agreement. We understand that you are a fiduciary with authority to contract with us on behalf of the Plan. In addition, we require that the Company sign this Agreement, agreeing to be liable for payment of our fees that are not permitted to be paid by the Plan pursuant to the Employee Retirement Income Security Act, as amended (“ERISA”) as well as the balance of our fees in the event of nonpayment by the Plan.

This Agreement is effective upon execution and will remain in effect until terminated in accordance with Section XIV below.

### II. OUR SERVICES: WHAT WE WILL DO FOR YOU

The specific services that NEXUS is being retained to perform, and the fees relating to those services, are outlined in the Appendices to this Agreement. We will not perform any services not designated on the Appendices or those specifically exempted in Section IV of this Agreement. On occasion you may request that NEXUS perform a special service not covered by this Agreement. Such service, and the fees related to that service, will be subject of a separate Addendum to this Agreement.

### III. WHAT YOU AGREE TO DO

It is impossible for us to provide services to you without your cooperation. Therefore, you are responsible for the following:

**A. Timeliness and Accuracy of Data.** Timely processing of information is essential to the proper administration of the Plan and avoids costly penalties and other adverse consequences. You will provide us with the requested information and will be responsible for ensuring that the provided information is accurate and complete, as defined in the request. NEXUS will rely exclusively on information provided by you or, at your direction, your other advisors, and will have no responsibility to independently verify the accuracy of that information, including the value of plan investments and earnings. We assume no responsibility to acquire information other than to request it from you and will not be liable for any errors or omissions made as a result of incomplete or incorrect information that you furnish to us.

You will return any requested information to us within the timeframe specified in our request. This will enable us to provide you with the information you require to fulfill your responsibilities without obtaining extensions on your tax return filing or other actions.

We cannot be responsible for any late filings, penalties, fines, or taxes that result from your failure to provide us with complete information on a timely basis, as specified above.



**B. Primary Contact.** You will advise us of the person who will be our Primary Contact at your office. Information and requests that we provide to that person are deemed to be received by you. You must notify us if you want to change the Primary Contact and, if so, provide us with new contact information.

Our primary method of correspondence with you will be via email, and your signature on this Agreement constitutes your consent to this form of communication. You must provide us with the email address of the Primary Contact.

Instructions given to us by the Primary Contact will be deemed to be genuine and may be relied upon by us. If, at any time, NEXUS is in doubt concerning the course it should follow or the meaning of instructions given to it, it may contact the Primary Company Contact for clarification and may withhold any action or omission to act until receiving written advice or instructions from the Primary Contact.

**C. Electronic Delivery.** All information, data, and other materials furnished to NEXUS by you, the Plan, or the Plan's other service providers must be in Good Order. "Good Order" means that the data and other materials furnished to us must be provided electronically in a manner consistent with the specific instructions that will be provided to you in writing by us. To the extent that you, the Plan, or the Plan's other service providers are unable to furnish electronic data according to the requirements of this paragraph, we reserve the right to increase our fees to cover the resulting extra time required to perform its duties under this Agreement.

We provide a secure portal for you and us to deliver information securely to each other. You are responsible for uploading your information through the portal to us and for retrieving information that we advise you is there for your access and/or review.

Information we send through the portal is deemed to be received by you when we notify your Primary Contact of its availability.

We are not responsible for any late filings, penalties, fines and/or taxes that result from the failure to provide us with information that is in Good Order.

**D. Plan Contributions.** You will be responsible for making sure that funds are actually contributed to the Plan trust when required for tax deductibility (*i.e.*, generally by the due date of your Company's federal income tax return, including extensions), minimum funding standards for pension plans (*i.e.*, within 8 ½ months of the end of the Plan year), or for Department of Labor ("DOL") fiduciary requirements (*i.e.*, as soon as possible for 401(k) salary deferrals and loan repayments, but not later than 7 days after the relevant payroll date, if the plan has fewer than 100 participants).

**E. Other Plans and Companies.** The Plan's operation and tax qualification are affected by other plans sponsored by the Company (whether currently active or terminated, and whether or not we administer them). Other companies owned by the Company, by the owners of the Company, or by certain relatives of the owners may also affect the Plan. You are responsible for informing us of other plans or companies, and of notifying us when there is a change to this information. **Please note:** the options for dealing with certain plan issues when you buy another company or the Company is purchased by another are much broader *before* the transaction occurs than after. Please advise us as early as possible of a pending company transaction so that we can do our best work for you in this context.

**F. Maintenance of Fidelity Bond.** Generally, employees of Plan Administrators who handle retirement plan funds must be covered by a fidelity bond if the Plan is subject to ERISA. You are



responsible to obtain and **maintain** this bond. You must notify **NEXUS** annually of the insurance carrier and the face amount of the fidelity bond.

**G. Annual Administrative Compliance.** Sometimes due to demographic changes in your workforce or operational changes in plan participation, your Plan will fail to comply with the Internal Revenue Code's (the "Code") coverage or nondiscrimination rules. In that case, certain corrections must be made, and those corrections sometimes call for amendments to your Plan. If these types of corrections are needed, we are more than willing to discuss your options and prepare any needed amendment at your request. However, as the Plan's primary fiduciary, you are responsible to adopt any amendments and take any other corrective actions needed to pass the Code's coverage or nondiscrimination rules.

**H. Service of Process.** You will act as the agent for service of legal process for the Plan.

**I. Record Retention and Document Custody.** Information related to the preparation of the Forms 5500 (if applicable) and 1099R that we will prepare for you must be maintained for at least 6 years after the forms are due. It is your responsibility to comply with these record retention obligations. In addition, the DOL requires **you** to retain sufficient information to determine the benefits of the participants and beneficiaries. Although we keep copies of the work we perform for you, these copies are for our files. Therefore, you must retain copies of the work we perform for you and the information we send you. Failure to do so can result in a civil penalty payable to the DOL.

Similarly, you are responsible to maintain signed and dated copies of all plan documents at all times. These documents must be made available for inspection by participants and beneficiaries at your principal office. In addition, you must furnish copies of these documents in writing if a participant so requests (you may charge a reasonable fee for reproduction costs). Failure to provide documents to participants when requested may subject you to penalties.

**J. Duty to Monitor the Performance of Service Providers.** If your Plan is subject to ERISA, you are responsible as a fiduciary for monitoring the performance of anyone providing services to the Plan, including **NEXUS**. You must review the reports or other items that we prepare for you on a regular basis and notify us immediately of any errors or inconsistencies that you identify on any report, form, or other communication from us. You must similarly monitor your other service providers. To the extent any errors or omissions arise as it relates to services provided by or compensation provided to **NEXUS** under this Agreement, or any information furnished by **NEXUS** upon request of the Primary Contact that is required by the Plan to comply with the reporting and disclosure requirements of ERISA and the regulations thereunder, **NEXUS** will take all reasonable steps to correct any such errors and omissions as soon as possible following receipt of written notice from the Primary Contact.

**K. Determination of Fees That May Be Paid by the Plan.** If your Plan is subject to ERISA, the fees for certain services **cannot** be paid for by the Plan, but must be paid for by the Plan sponsor. These fees include, but are not limited to, those related to the plan design or redesign to accomplish company goals. If you choose to pay our or other fees from the Plan, it is your responsibility as the fiduciary to ensure that ERISA permits the Plan to pay for such activities.

**L. Determination of Reasonableness of Fees.** If your Plan is subject to ERISA, you are responsible as a fiduciary for ensuring that the fees paid with Plan assets for services are reasonable. Therefore, you are responsible for reviewing this Agreement and the other contracts into which you enter on behalf of the Plan to ensure that you understand what is being paid to all your service providers (including **NEXUS**) and can determine that the amount being paid is reasonable.



The law requires that service providers give you an estimate of their fees a reasonable time before you enter into the services contract. This Agreement, the attached Service Fee Schedule Appendices, and any fee materials provided to you by your other service providers together constitute our compliance with this law.

Your signature on this Agreement constitutes your confirmation that you have reviewed our fees and have determined them to be reasonable.

**M. Determination and Maintenance of Non-ERISA Status.** It is the Plan Sponsor's duty to determine whether it intends that the 403(b) Plan sponsored by an organization that is not a church or church-related organization be exempt from ERISA. If so, it is the Plan Sponsor's obligation to communicate that intent to NEXUS and for the Plan Sponsor to refrain from activities that would cause the Plan to be covered by ERISA (see the "noninvolvement safe harbor" in Treas. Reg. section 2510.3-2(f), which we can provide to you upon request). In particular, please be advised that the only contributions that may be made to a non-ERISA 403(b) plan under the noninvolvement safe harbor are salary deferrals elected by the participants. NEXUS is not responsible for ensuring that the Plan is and/or remains exempt from ERISA under these rules.

**N. Recommendation to Other Service Provider(s).** From time to time and upon your request, we may make recommendations to other service providers or financial institutions for the Plan. Unless we advise you otherwise in this Agreement, we receive no fees or other compensation for these recommendations. Further, these recommendations are not endorsements of the amount of compensation paid to those other service providers or financial institutions or the quality of any services provided by them. Therefore, our recommendations are not a substitute for your judgment as the primary Plan fiduciary as to their services and fees.

#### IV. SERVICES WE DO NOT PERFORM

NEXUS does not provide the following services:

**A. Investment Services.** NEXUS does not provide investment advice to either you or the Plan's participants. We also do not invest plan assets or determine their value. We do not monitor investment performance or the performance of investment managers or advisors. The Plan Sponsor is responsible for ensuring the Plan complies with the limited investment options prescribed by Code section 403(b) and the related regulations, if applicable.

**B. Fiduciary Services.** You are responsible for all discretionary decisions relating to the Plan and NEXUS and its employees are NOT fiduciaries of the Plan, the Trust, the Custodial Account, or the Retirement Income Accounts (as applicable), nor are any of them the Administrator of the Plan as that term is defined in ERISA.

**C. Participant Communications.** NEXUS is retained by you to perform certain administrative functions for you in relation to the Plan. We will communicate directly with participants only regarding distributions, account balances, and other general information inquiries and will independently initiate communications with participants as needed to assist in the administration of Qualified Domestic Relations Orders ("QDRO"). For any other inquiries, we will not communicate directly with participants unless specifically authorized by you. Unless we have separately and specifically arranged with you, we are not responsible for advising participants regarding their Plan options, any rights they have under the Plan, or any issues in relation to the Plan and its operations of which they should be aware.



**D. Accounting and Legal Services.** NEXUS is neither a law firm nor a public accounting firm. We are not responsible for, and nothing that we communicate to you should be construed as, legal advice or opinions regarding the Plan, your obligations under the Plan, or Plan participants' rights under the Plan.

**E. Determination of Controlled and Affiliated Service Group Status.** NEXUS will not be responsible for making any determination with respect to the Employer's status as a controlled group, as defined under Internal Revenue Code ("Code") Sections 414(a) and 414(b) (as augmented by Treas. Reg. section 1.414(c)-5(b) and -5(c) in regard to tax-exempt entities), or an affiliated service group, as defined under Code Section 414(m). We are also not responsible to determine whether any workers who you believe are not employees constitute leased employees (who may be eligible for plan benefits) under Code Section 414(l). NEXUS recommends that you discuss any common ownership or business relations you may have with other organizations with your legal counsel to ensure proper administration of your Plan.

**F. Section 404(c) Compliance.** Section 404(c) of ERISA provides that, if certain requirements are met, the normal plan fiduciaries will not be responsible for investment losses occasioned by a participant's own direction of investment of his or her account. NEXUS is not responsible for ensuring that you are in compliance with all the requirements under Section 404(c).

**G. Brokerage Accounts.** If the Plan offers to participants the option of self-directed brokerage accounts, NEXUS is not responsible for monitoring the access to any such accounts, the Plan assets invested in such accounts, or the risks of violating ERISA that may arise, including but not limited to:

1. Verifying that the self-directed brokerage account option has been made available in a manner that is nondiscriminatory;
2. Monitoring such accounts for, or identifying, prohibited transactions that may occur through the use of such accounts;
3. Advising you regarding additional bonding requirements that may result from investments in anything other than "qualifying assets";
4. Identifying and preparing tax forms in relation to Unrelated Business Taxable Income that may result from certain investments in such accounts; and
5. Determining whether the fees charged to participants for maintaining these accounts are reasonable and nondiscriminatory.

To the extent that financial information on self-directed brokerage accounts is not provided to us automatically by your recordkeeper, you are responsible for sending us copies of statements outlining all transactions during the year in such accounts. These will be used by us strictly for administrative purposes and will not be reviewed for any fiduciary or compliance issues.

**H. Taxable Cost of Life Insurance in Plan.**

Unless prepared by your recordkeeper, we will prepare Forms 1099R for your participants to report the taxable term cost (*i.e.*, PS-58 cost) of any life insurance held by the Plan for their benefit.



V. FEES, BILLING PROCEDURES, AND COLLECTIONS

A. **Fees.**

Our fees are outlined in the Appendices relating to the services you have selected. We may change our fees at any time by providing you with an updated schedule at least 60 days before it is effective.

Subject to legal rules prohibiting payment of fees related to “settlor functions” and prohibited transactions, the fees charged pursuant to this Agreement may be paid by the Plan or the Company via ACH wire, credit card, or check to NEXUS. We reserve the right to request the payment of certain fees prior to the performance of services or to require a retainer prior to performing annual services.

B. **Costs and Expenses.**

In addition to the fees quoted in this Agreement and in the Appendices, you are responsible for payment of any out-of-pocket expenses we may incur on your behalf, such as messenger service fees, overnight delivery fees, IRS user fees, and travel expenses.

C. **Other Compensation to Us.**

It is possible that NEXUS will receive additional compensation from other sources in relation to your Plan. These amounts are paid to us because we provide support services to your other service providers (such as your fund holder) for which you compensate those providers. Furthermore, it is possible that we will receive certain financial and other incentives from your other service providers in relation to your decision (and the decision of others of our clients) to use their services. We will disclose to you the monetary value of anything we receive in connection with our provision of services to the Plan. This possible additional compensation, if applicable, is discussed in the attached Appendix ACS.

D. **Statements, Late Charges, Stopping of Work.**

The manner in which we will bill you for our services and the timing of those invoices are reflected in the Appendices.

Statements are due upon receipt and become delinquent if not paid within 60 days. Balances not paid within 60 days of the invoice date will be subject to a charge of 1.5% of the outstanding balance each month or partial month until paid in full.

If payment is outstanding more than 90 days after the initial invoice date, we reserve the right to stop all work until your account is brought current.

If payments are still past due in excess of 120 days, we may withdraw from the engagement, at our sole discretion. Our withdrawal under such circumstances does not affect your obligation to pay our outstanding balance.

NEXUS is not responsible for any late tax filings or penalties, fines, taxes, or other charges that may be assessed as a result of the delay or stoppage of our services while our invoice remains unpaid.

E. **Use of “ERISA Accounts” to Pay Our Fees.**

It is possible that your financial institution has agreed to make certain funds available for the payment of fees to other service providers at your direction. This arrangement is commonly called an “ERISA Account.” You may direct that these funds be used to pay for our fees under this Agreement,



which will reduce the amount the Company pays directly. If we receive payment from the ERISA Account at your direction, the manner in which we are being paid – but not the amount that we receive – is different than if you pay us directly. Amounts that cannot be paid from Plan assets cannot be paid by the ERISA Account.

**F. Collection Costs, Arbitration, and Governing Law.**

If we are required to commence collection procedures to collect fees and we prevail, you agree to pay our attorney fees and court costs. In the event of a dispute arising from this Agreement, you and we agree to submit to resolution by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such arbitration shall be binding and final. Any arbitration proceeding shall take place in Fresno County, California. NEXUS is not required to submit any claim for unpaid fees and expenses to arbitration if the amount involved is \$5,000 or less.

**IN AGREEING TO ARBITRATION, NEXUS AND THE COMPANY ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE ARISING FROM THIS AGREEMENT, OTHER THAN ANY DISPUTE THAT INVOLVES SOLELY UNPAID FEES AND EXPENSES OF \$5,000 OR LESS, THEY ARE EACH GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD EACH ACCEPTS THE USE OF ARBITRATION FOR RESOLUTION.**

This Agreement is entered into, or to be performed, in Fresno County, California, and shall be interpreted, construed, and enforced in accordance with California law. In the event that any dispute arises under this Agreement, or relating to our obligations to each other, you consent to jurisdiction in Fresno County, California, or, if applicable due to exclusive jurisdiction under ERISA, the U.S. District Court that includes Fresno County, California.

**VI. SECURITY MANAGEMENT AND CONFIDENTIAL CLIENT INFORMATION**

All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to NEXUS in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by NEXUS shall be considered “Confidential Client Information.” NEXUS has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in NEXUS’s care or custody. NEXUS will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard NEXUS’s own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information.

NEXUS agrees to use reasonable efforts to protect all Confidential Client Information, except as otherwise set forth in this Agreement and as needed to perform NEXUS’s obligations under this Agreement. By signing this Agreement, you authorize the personnel of NEXUS to provide Confidential Client Information to the Plan’s other service providers. You agree to provide NEXUS in writing with the names and contact information for the Plan’s other service providers. You also agree to notify NEXUS of any changes in the Plan’s other service providers.

In addition, we may from time to time, and depending on the circumstances, sub-contract with third-party providers to assist in the administration of the Plan. Under such circumstances, we may share Confidential Client Information with these third-party service providers. NEXUS will use reasonable efforts to ensure that each of the sub-contracting third parties have appropriate procedures in place to prevent the unauthorized release of Confidential Client Information to others.



**NEXUS** will use reasonable efforts to notify you upon the discovery of any unauthorized disclosure of Confidential Client Information and will reasonably cooperate to help regain such Confidential Client Information and prevent its further unauthorized disclosure.

## VII. INDEMNIFICATION

You agree as part of this Agreement to indemnify and hold harmless **NEXUS** from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Company, the Plan Administrator, or any third party. Naturally, this indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by **NEXUS** in the performance of our responsibilities under this Agreement.

[While we make every effort to provide error-free work, subject to the limitations of Section VIII below, we will correct any error that we have caused at no cost to you. We agree as part of this Agreement to indemnify and hold harmless the Company and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by **NEXUS**, to the extent that such Claims are attributable solely to gross negligence by **NEXUS** in the performance of our responsibilities under this Agreement.]

You also agree to pay our normal hourly rates and copying costs if **NEXUS** is called to testify or give documentation in regard to any lawsuit or governmental investigation or process in relation to the Plan in which you and we are not adverse litigants, whether or not we are named as a party, and whether or not we are still engaged to perform services for you.

The provisions of this Section VII shall survive the termination of this Agreement.

## VIII. LIABILITY LIMITATION

You agree as part of this Agreement that **NEXUS** shall have no liability to you (or anyone claiming through you or in your name) in connection with any service provided by **NEXUS** except to the extent that **NEXUS** has engaged in willful misconduct or been grossly negligent. However, our liability and cost shall be limited to the amount payable by our errors and omissions insurance with regard to your claim.

Notwithstanding anything else in this Agreement or otherwise, **NEXUS** shall not be liable or obligated with respect to the cost of procurement of substitute services, technology, or rights or for the interruption of use or loss or corruption of data. **NEXUS** maintains cyber-security insurance to help protect both **NEXUS** and Company in the event of unauthorized disclosure despite our best efforts. However, **NEXUS's** liability and cost to you (or anyone claiming through you or in your name) in connection with the breach of cyber-security shall be limited to the amount payable by such insurance in relation to your claim.

Further, **NEXUS** shall not be liable for any special, indirect, incidental, or consequential damages of any kind whatsoever in any way due to, resulting from, or arising in connection with any of the services or the performance of or failure to perform obligations under this Agreement. This disclaimer applies without limitation to claims arising from the provision of the services or any failure or delay in connection therewith; to claims for lost profits; regardless of the form of action; and regardless of whether





such damages are foreseeable or whether **NEXUS** has been advised of the possibility of such damages. The provisions of this section shall survive the termination of this Agreement.

We are not responsible for any claims, losses, damages, liabilities, costs, and other expenses of any kind due to factors that are out of our control, including technology issues, acts of God, or any other force majeure, and including, but not limited to, a loss or corruption of data due to weather.

**IX. STATUTE OF LIMITATIONS**

No lawsuit or other action may be brought by either party hereto, or on any claim or controversy based upon or arising in any way out of this Agreement, after two years from the date on which the **NEXUS** engaged in the conduct (or omitted to engage in the conduct) that caused the purported damage to the Company or the Plan, regardless of the nature of the claim or form of action, whether in contract, tort (including negligence) or otherwise; provided, however, the foregoing limitation shall not apply to the collection of any amounts due under this Agreement.

**X. SEVERABILITY AND ENTIRE AGREEMENT**

If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions of this Agreement shall not be impaired or affected in any way. This Agreement represents the entire agreement between you and us, and replaces any prior agreement, whether written or oral, between us.

**XI. NO ASSIGNMENT**

Except as otherwise provided for in this Agreement, you may not assign this Agreement in whole or in part, without our prior written consent.

**XII. NO WAIVER**

If either you or **NEXUS** fails to exercise any right, power, or privilege that we may have under this Agreement, neither of us is waiving the ability to exercise that right, power, or privilege in either that or any subsequent situation.

**XIII. MODIFYING THIS AGREEMENT**

We may modify this Agreement at any time with 60 days advance notice to you.

**XIV. TERMINATING THIS ENGAGEMENT**

This Agreement, or any service category outlined in any Appendix to this Agreement, shall continue until it is terminated by either party pursuant to this Section XIV. Either you or **NEXUS** may terminate this Agreement or any of the service categories outlined in any Appendix to this Agreement:

1. Upon the expiration of 30 days' advanced written notice;
2. Immediately in the event of a material breach of this Agreement by either party that is not cured within 30 days of written notice by the nonbreaching party to the breaching party of such breach and the nonbreaching party's intent to terminate this Agreement in absence of such cure or the initiation of the arbitration procedure under Section V.F of this Agreement;
3. Anytime with the express and mutual agreement of both **NEXUS** and you;



4. Immediately upon written notice in the event that the other party becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under bankruptcy or insolvency law, whether domestic or foreign; and

5. Upon completion of the Plan's termination and the filing of the final Form 5500 (if applicable).

When we become aware that the Agreement is to be terminated, we will advise you of any outstanding and expected additional fees in relation to the termination. Those fees will be payable to **NEXUS** notwithstanding the termination of this Agreement. Amounts paid to us prior to the termination of this Agreement are nonrefundable.

**NEXUS** will, upon written instruction by you and receipt of payment for the costs of doing so, return to you, destroy, or transfer to a successor service provider designated by you, at your expense, all reasonable and relevant information and records that **NEXUS** maintains as a result of this Agreement. However, no records will be provided while there are fees outstanding.

If we are your document provider, our duties and obligation to maintain the compliance of your document with the law and/or Plan operations immediately ceases when this Agreement terminates.

Absent any written direction from you, **NEXUS** will retain your records for 1 year. After such time, the records may be destroyed without further notice to you.



**ACCEPTANCE**

The items and conditions of this Agreement are agreed to and accepted by the Plan Administrator (Employer) on behalf of the Plan:

City Of Mendota 401(k) Profit Sharing Plan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Plan Administrator (Employer)

If fees are not paid by the Plan Trustee, the Company will be responsible to make payment:

City Of Mendota

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

The items and conditions of this Agreement are agreed to and accepted:

**Nexus Administrators, Inc.**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
NEXUS Signature

AUTHORIZATION FOR SERVICES FOR  
PLAN RESTATEMENT IN COMPLIANCE WITH  
THE POST PENSION PROTECTION ACT LEGISLATION (POST PPA-Cycle 3)



**APPENDIX DC**

**THIRD-PARTY ADMINISTRATION**  
**SERVICES SCHEDULE FOR DEFINED CONTRIBUTION PLAN(S)**

*This Appendix reflects the Third-Party Administration Services offered by NEXUS for defined contribution plans. These services are ministerial in nature; none of these services is provided in a fiduciary capacity. All of the terms of the Agreement are incorporated into this Appendix. All fees for these services are reflected on Appendix FS.*

**A. New Plan Design or Redesign.**

NEXUS will work with you and your other advisors to develop the specifics of a retirement program to meet your objectives.

**B. Plan Takeover Review and Conversion.**

As you are a new client to NEXUS, we will be coordinating with you, your prior administrator, and, if necessary, your accountant or attorney, regarding your existing Plan. This will involve obtaining current and historic plan documentation and prior administrative records, reviewing the information we receive, and inputting your records into our administrative system.

Our sole purpose in reviewing the information for prior years is to collect the data that impacts the work we will be performing for you. We will accept this information as correct and complete, and will not audit those records for accuracy, compliance with government requirements, or consistency. We will not be responsible for errors or omissions made during the time prior to our engagement, nor for those which may result from our reliance on these prior records. However, you may retain us to review the information for one or more prior years, and we will evaluate whether your retirement program was in proper compliance with the law and the plan documents for those years. We will report to you about any issues we think must be addressed for those prior years, and will make recommendations for necessary action. Although we make every effort to identify any issue we think must be addressed, we cannot guarantee that all issues will be identified, and we will not be responsible for any issues not identified.

It is possible that, during this Onboarding process, your participants will be forestalled from taking distribution or loans. If this is necessary, we will so advise you, and, unless another service provider to the Plan does so, we will prepare for your distribution to participants any required notices (i.e., the “blackout notice”).

**C. Preparation of Plan and Trust Documents.**

NEXUS maintains an IRS pre-approved plan document for use by its clients. Unless you have retained the services of an attorney or other service provider to do this, we will prepare a plan and trust document for your review and signature.

In addition to the plan and trust document, NEXUS will prepare a Summary Plan Description for distribution to your employees. This booklet will describe the provisions of the Plan.



**NEXUS** is not a law firm. Therefore, we strongly recommend that the documents we prepare be reviewed by your legal counsel and that any changes requested by your lawyer be communicated to us.

In addition to the plan and trust document, **NEXUS** will prepare a Summary Plan Description (“SPD”) for distribution to your employees. This booklet will describe the provisions of the Plan. If you so request and are permitted to do so under Internal Revenue Services (“IRS”) rules, we can assist you in filing the Plan with the IRS to obtain a favorable determination letter. If this is permitted for your plan, we strongly recommend that this be done. You will be responsible for paying the associated user fee.

**NEXUS** is not a law firm. Therefore, we strongly recommend that the documents we prepare be reviewed by your legal counsel and that any changes requested by your lawyer be communicated to us.]

**D. Maintenance of Plan and Trust Documents.**

*This section applies only if we have provided you with your Plan document. If another document provider, such as your attorney, has prepared your Plan document, we will expect that the other provider will keep the Plan in compliance with legal changes and will take no action in this regard.*

Plans must be restated in their entirety approximately every six years under current IRS procedures to bring the plans up to date with all legislation and regulations that become applicable in the interim period. As long as you are our client, we will advise you of when such update is needed for your Plan.

You may want to amend your Plan periodically for changes in your objectives. **NEXUS** will prepare these amendments at your direction and for your signature.

Please note again that **NEXUS** is not a law firm and we recommend that you review all documents we prepare with your legal counsel.

You are responsible to adopt any amendments or restatements for the Plan.

**E. Plan Termination and Submission to IRS.**

Upon your request, **NEXUS** will prepare the documents needed to terminate the Plan. This generally includes an amendment to the Plan, an action by the Company to adopt this amendment, and any required notice to the employees or Plan participants.

If you so request, we will prepare the documents needed to file the plan termination with the Internal Revenue Service (“IRS”) to obtain a favorable determination letter. Please note that the law requires that your Plan be brought up to date with all legislation enacted and regulations issued as of the date of termination, even if the normal amendment due date is still pending. The only way to ensure that this is done to the IRS’s satisfaction is to submit the documents for a favorable determination letter. If you do not want us to take this action, we will do our best to ensure that the documents comply with all rules, but cannot be responsible if an IRS examiner determines on audit that the Plan was not completely up-to-date on termination.



The IRS charges a user fee on all determination letter applications. You will be responsible for paying this user fee at the time the Plan is submitted to the IRS.

We will calculate the benefits payable to the participants as a result of the termination of the Plan and will prepare distribution forms to be given to the participants regarding these benefits.

Once we are informed that all benefits have been paid from the Plan, we will prepare a final Annual Return/Report (*i.e.*, Form 5500) for your signature.

**F. Annual Administration Services.**

We will request information from you annually during the first month after your Plan year ends. This information will include: employee census data, trust accounting for the year, and updated information about your company.

Upon receipt of complete information from you, NEXUS will perform the services outlined herein.

If we do not receive the requested information within 6 months of the Plan year end, we will automatically file a 2½-month extension of time to file the Annual Return/Report forms (*i.e.*, the Forms 5500 and attachments). These forms are normally due 7 months after the Plan year end. You will be charged for this extension.

Our data request will advise you of the deadline for various phases of administration, such as testing failure correction and form filings. If you do not provide the requested information at least 30 days before the applicable deadline, but desire nonetheless that the deadline be met, we will apply an additional tardiness charge, as reflected on our fee schedule *Appendix FS*. We will advise you upon receipt of the information if it is sufficiently late that the deadline cannot be met.

We cannot be responsible for any late filings, penalties, fines, or taxes that result from your failure to provide us with complete information on a timely basis, as specified above.

**G. Preparing and Filing Government Reports.**

You will be responsible to file the government reports that we prepare with the appropriate agency. Your annual Form 5500 must be filed *electronically* with the DOL. We will provide the electronic forms (including the actuary's certification, where applicable) and you provide the plan sponsor's electronic signature, thereby enabling the electronic filing to be completed.

If applicable, and upon your request, we can also assist you in filing the Form 8955-SSA package with the IRS. We can file the Form 8955-SSA for you through the IRS' Filing Information Returns Electronically ("FIRE") system.

If your Plan covers 100 or more participants, the DOL requires the filing of a Schedule C to the Form 5500, which outlines all fees paid by the Plan to service providers. We will automatically



include our information on the Schedule, but may need you to provide the information for your other service providers. We will ask for what we need as part of our annual data request to you.

#### **H. “Partnering” with Your Recordkeeper to Provide Services to You.**

NEXUS has entered into contracts with various Recordkeepers (“RK”) that permit us to work together to provide services to retirement plans. If NEXUS is not your recordkeeper, we may have such a contract with your RK. If we do, Appendix ACS will be attached to this Agreement, outlining the relevant portion of that contract that applies to NEXUS. The services we will provide to you are governed by this Agreement. The services that will be provided by your RK to your Plan will be governed by the agreement you sign with them. By working together with your RK, NEXUS believes that we can maximize the quality and breadth of services that we provide to you, helping your Plan to run properly and successfully for your employees.

#### **I. “Base TPA Services”**

NEXUS provides the following services to you for the “Base Fee” shown on *Appendix FS*. We charge for other services separately, also as shown on *Appendix FS*. Please note that our ability to provide these services depends on your providing the information we request on a timely basis.

- ✓ Apply the eligibility requirements of the Plan to the employee census information to determine which employees are eligible to participate in the Plan and verify that participants were admitted to the Plan as of the date on which they become eligible for participation.
- ✓ Apply the Plan’s definition of a year of service for vesting purposes to the reported hours of service of each employee to determine applicable vesting.
- ✓ Perform any required testing to show that the Plan meets the coverage requirements and that the salary deferrals and matching contributions are not discriminatory, as required under Internal Revenue Code sections 410(b), 401(k), and 401(m); make recommendations to you as needed on any corrections needed to pass the tests under these Code sections.
- ✓ Confirm that salary deferrals made by participants do not exceed the annual limit under Code section 402(g) (after taking into account any applicable catch-up limit under Code section 414(v)).
- ✓ Determine the maximum deduction limits for plan contributions under Code section 404.
- ✓ Determine whether the Plan is top heavy and, if so, determine the ramifications of the top-heavy status.
- ✓ Establish and maintain an account for each Plan participant, showing social security number and other relevant information pertaining to the participant.
- ✓ Value the participants’ accounts as of the annual valuation date, based upon the price last provided by each applicable investment company.



- ✓ Adjust the participants' accounts as of the annual valuation date, for the contributions made by, or on behalf of the participant, any amounts forfeited by other participants, and any distributions, loans, loan repayments, income, gains, losses and expenses attributable to the Participant's account.
- ✓ Provide the Company with a summary, as of the end of each Plan Year, of all participants' allocated contributions, forfeitures, distributions, loans, loan repayments, income, gains, losses and expenses, and total and vested account balances (vested account balances will be based on the participant's vested percentage).
- ✓ Provide the Company with an individual account statement, as of the end of each plan year, for each participant showing the participant's allocated contributions, forfeitures, distributions, loans, loan repayments, income, gains, losses and expenses, and total and vested account balances (vested account balances will be based on the participant's vested percentage as of the end of the most recently ended Plan Year).
- ✓ Calculate the amount of the Company's employer contributions under the Plan, as applicable, and compute and inform the Company of the amounts needed as well as the time frames for making all Company contributions. This will be done at year-end. Projections and estimations of required matching contribution amounts that are calculated more than once per year are subject to additional fees.
- ✓ Perform annual tests for compliance with the limitation on maximum annual additions under Section 415 of the Code.
- ✓ Prepare the Plan's Annual Report (Form 5500) based on information provided by the Company prior to the filing deadline specified for the plan.
- ✓ Prepare the Summary Annual Report or Annual Registration Statement, as applicable, for you to distribute to your participants.

#### **J. Annual or Periodic Participant Notices.**

The following notices, elections, and reports are required to be drafted for delivery to your participants. NEXUS will prepare them unless your recordkeeper ("RK") does so: participant statements, participant fee disclosures (404a-5), QDIA notices, safe harbor/auto-enrollment notices, distribution packages, participant loan and hardship forms, and black-out notices.

We are not responsible for the accuracy or completeness of any documents provided by your RK. If we prepare the Participant Fee Disclosure (Labor Reg. 2550.404a-5 Notice), we will use financial information provided by your RK or the investment issuer. While we assume that any of the above items prepared by the RK or investment issuer are correct (and have no knowledge to the contrary), we make no representations as to the completeness or accuracy of any such materials that we pass through to you from them.

#### **K. Additional Services.**

We may provide services in addition to the Base Services for additional charges as reflected on our fee schedule in *Appendix FS*. Below are some examples of additional services we may provide. If





you have any questions about the scope or the details of specific services shown on *Appendix FS*, please contact us.

**a. Distribution Tax Forms and Income Tax Withholding.**

If not prepared by your RK, NEXUS will prepare the end of year tax forms required by law when a participant receives a distribution from the Plan (*i.e.*, Form 1099R). We do not prepare the forms necessary to report and pay taxes withheld from the distributions (*i.e.*, Form 945 and applicable state forms). You and your other advisors are responsible for doing these forms yourself. Alternatively, if you so approve, NEXUS will retain and work with an outside service provider to ensure that the required Forms 1099R, 945, and applicable state forms are prepared for all distributions.

**b. Participant Loans from the Plan.**

Unless prepared by your RK, we will provide you with sample procedures and documents to enable you to set up participant loans from the Plan. We will assist you in this process by preparing amortization schedules, calculating available loan amounts, and loan payment amounts. You are responsible for setting up the payroll deduction process for the loan repayment.

**c. Hardship Withdrawals from the Plan.**

We will assist you in developing and adopting procedures for hardship distributions. Upon request, we will assist you with the calculation of the maximum available hardship distribution and determine the eligibility of the participant for this distribution. As of January 1, 2020, plans may no longer suspend deferrals due to the participant having taken a hardship distribution. Therefore, it will be your responsibility to provide participants whose deferrals have been suspended with new deferral election opportunities as of that date.

**d. General Consulting Services**

From time to time, issues may arise that are not within the scope of our NEXUS Services. These issues will be resolved on a consulting basis, and generally will be charged based on our *Standard Hourly Rates*. Such general consulting services, and the related fees, will be subject of a separate Addendum to this Agreement prepared at the time these issues arise.

Attachment  
FS-1
**FEE & SERVICE DISCLOSURE  
BY  
Nexus Administrators, Inc. (the "TPA")  
Third Party Administrator**

2021

Nexus Administrators, Inc. will honor rates (quotes) billed for the 2020 administration through the 2022 plan year end (unless material changes result in renegotiated rates).

**401k**

401k Annual Administration	\$1,300 to \$1,500.00/year
401(k) Participant Fee	\$33 to \$36.00/ participant balance
Brokerage Account	\$250.00/ account
Audited Plan	\$1,000.00

**Profit Sharing & Money Purchase Plan**

Profit Sharing Plan Annual Administration	\$925 to \$970.00
Profit Sharing Participant Fee	\$30 to \$33.00/participant balance
Brokerage Account	\$250.00/account

**403b ERISA**

403b Annual Administration	\$1,050 to \$1,200.00
403b Participant Fee	\$28 to \$36.00
Brokerage Account	\$250.00/account

**403b non-ERISA & 457**

Consultation Fees	\$175.00/hour
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**Solo 401k**

Annual Administration <\$250,000.00 assets	\$300.00
Annual Administration >\$250,000.00 assets	\$750.00

**Defined Benefit & Cash Balance**

Defined Benefit Annual Administration	\$1,700 to \$1,950.00
PBGC Plan	\$350.00
Defined Benefit Restatement	\$2,000.00
Defined Benefit Participant Fee	\$40 to \$45.00/participant
Actuarial Fees	\$750.00-\$1,000.00 (based on Plan Size)

**ESOP**

ESOP Annual Administration	\$1,700 to \$3,950.00
ESOP Participant Fee	\$33 to \$40.00/ participant balance
Brokerage Account	\$250.00/ account
Audited Plan	\$1,000.00

**Distribution Charges**

Distribution Fee	\$125.00
Distribution Fee (ROTH)	\$150.00
Distribution Participant Loans	\$150.00
Distribution Defined Benefit & Cash Balance Plan	\$200.00

**Miscellaneous Charges**

Trust Accounting	\$115.00/ hour
Consulting	\$175.00
Actuarial Certification or Review	\$250.00/ hour
Restatement of Plan (every 6 years)	\$895.00-\$1,300.00
ROTH Addition to 401k or 403B Plan	\$250 annually
Brokerage Accounts	\$250.00/ account
5558 Extension	\$150.00
Deconversion	\$175.00/ hour
Final 5500	\$750.00
3(16) co-fiduciary involvement	\$700.00/ year
Form 8955-SSA (if needed)	\$175.00 per year
IRS/DOL Audit	Hourly; \$750 retainer
DOL Delinquent Filer Voluntary Compliance (DFVC) Program	Hourly; \$500 min.
IRS Employee Plan Compliance Resolution System (EPCRS)	Hourly; \$625 minimum
Correction of Late Deposits of Salary Deferrals and/or Participant Loan Payments (Plus Form 5330 filing)	Hourly; \$350 min.

Attachment  
FS-1



FEE & SERVICE DISCLOSURE  
BY  
Nexus Administrators, Inc. (the "TPA")  
Third Party Administrator

2021

Billing Authorization Form

Starting with the 2021 Plan Year Administration, Nexus Administrators will be consolidating all annual administrative billing into a 'Base Fee' billable charge to be invoiced either on a quarterly or annual (at the end of the Plan Year) basis with any per employee, per participant, Trust Accounting or any non-Base Fee charges to be invoiced at the completion of the Plan Year Administration. Please elect and authorize below which billing period you would prefer for the invoicing of the Annual Administration 'Base Fee'. Absent your election, your Plan(s) Annual Administration 'Base Fee' will be billed on an annual, end of Plan year basis.

\_\_\_\_\_Quarterly

\_\_\_\_\_Annual

Employer/Plan Sponsor (Company Name): City Of Mendota

Authorized Sponsor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## City of Mendota

### Comparison of Annual Debt Service Costs for City Hall/Police Facility Project

	May 2021 Presentation	Current Estimates
Total Project Cost	\$7,500,000	\$10,500,000
Funds on Hand	\$1,000,000	\$5,000,000
Net Construction Fund from Bond Proceeds	\$6,500,000	\$5,500,000
<b>Estimated</b> True Interest Cost of Bonds*	3.30%	3.55%
<b>Estimated</b> Annual Debt Service	\$430,000	\$370,000
<b>Estimated</b> General Fund Allocation (50%)**	\$215,000	\$185,000
<b>Estimated</b> Water/Sewer Allocation (25% each)**	\$107,500	\$92,500

\*True Interest Cost is inclusive of the costs of issuing the Bonds; estimated rate does not account for any changes in the credit spreads

\*\*Assumes 50% General Fund, 25% Water Fund, 25% Wastewater Fund allocation based on City staff direction from May 2021

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** GRANTS UPDATE  
**DATE:** FEBRUARY 8, 2022

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**GRANTS UPDATE**

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – Staff and Provost & Pritchard will be working on the next phase of the Rojas-Pierce Park Project. The next phase will include new restrooms, a new concession stand, new lights for the soccer field and baseball field and retrofitting the existing lights at the Benny Mares Baseball Field.
- **Per Capita Program** – Staff will be working on the next phase of the Rojas-Pierce Park Expansion. This grant funding will be used with the County’s CDBG Program funding. Once we have expended \$184,921.92 on the project, staff will be able to submit for reimbursement to the California Department of Parks and Recreation.
- **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 closed. The City has \$60,371.30 that will be reallocated to the new project schedule to expend funds by May 31, 2023. In addition to the reallocation funds, the City will receive an additional \$70,000. There will be an amendment to this project set for approval in April 2022 by the Board of Supervisors.
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **Wonderful Community Grants** – The Mendota Community Corporation (MCC) did not receive the grant submitted for the for the 2021-2022 grant cycle. However, Wonderful did send the MCC \$2,000.00 for the programs that are offered through the non-profit.
- **Office of Traffic Safety:** Staff submitted an application on January 31, 2022 to the Office of Traffic Safety for DUI saturation, traffic enforcement and a collaborative project with Huron Police Department, Firebaugh Police Department, Coalinga Police Department, and Kerman Police Department for DUI checkpoints. This collaborative project will be known as the “Westside DUI Task Force.”
- **Adelante Mendota (Prop. 64)** – City staff, the Mendota Police Department, and Delailah Fajardo-Rosencrans with AMOR Wellness had a meeting on January 28, 2022 to discuss the grant program and implementation. This meeting was remarkably successful. We have established a Summer program, “Movies in the Park.” The group will be meeting with Mendota High School Leadership teacher, Ms. Maria Ochoa on Friday, February 4, 2022 to go over the program.

- **Clean California Local Grant Program** – Townsend Public Affairs submitted an application on behalf of the City. The grant application included four projects. They include a pocket park at the intersection of 2<sup>nd</sup> and Bass Avenue, a trail to Mendota Pool Park, Trails in the westside of Mendota Pool Park, and an art sculpture at the Bass Avenue Roundabout. The other projects (including Pool Park).
- **Recreation Trails Program** – Staff will be working with Townsend Public Affairs on submitting an application for a project at the Mendota Pool Park. The maximum grant funding request is two million with a 12% match. If awarded, the City might be able to match the funding requirements with the County’s CDBG funds.
- **U.S. EPA** – Staff submitted an inquiry to the U.S. EPA for the backwash and water storage project. The U.S. EPA is coordinating with federal and state partners to offer a one-stop shop to help water and wastewater utilities with identifying drought mitigation strategies, as well as to help utilities understand the types of funding available to mitigate drought and who to contact to get started.
- **Cal Recycle SB 1383** – Staff submitted a grant application requesting \$20,000.00 for the implementation of the new regulation SB 1383. City staff will be conducting educational presentations, site visits, and enforcement activities.

**Attachment(s):**

1. Grants Spreadsheet

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	
Recreation Trails Program	3/1/2022	TBD	State	N	Y	Up to \$2,000,000	Construct non-motorized trails at Pool Park	
CalRecycle SB 1383 Grant	2/1/2022	TBD	State	N	N	\$ 20,000.00	Implementation program for SB 1383. Staff will conduct educational presentations, site visits, and enforcement activities.	
Clean California Local Grant Program	2/1/2022	3/1/2022	State	N	N	\$ 5,000,000.00	(4) Projects: 1-Pocket Park at Bass Avenue and 2nd Street; 2-Art Sculpture at Bass Avenue Roundabout; 3-Trail to Pool Park; 4-Trails in Pool Park	
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	1/31/2021	3/1/2022	State	N	N	\$ 550,000.00	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 Drought 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, uplift 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  
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: January 31, 2022

## Engineering Projects:

1. Rojas Pierce Park:
  - Working with staff for sponsorship opportunities
  - Preparing for Phase 2 of the expansion project
  - 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 is in progress with Waterboard funding
  - Will continue through July 2022
4. Citywide RRXG Improvements:
  - Coordinating crossing improvements with Railroad and Caltrans
5. GIS Mapping Services
  - Mapping ready and presented to staff; funded by REAP grant
6. MJHS Safe Routes to School Project
  - Request for Authorization for ATP grant construction funding submitted to CTC/Caltrans; Construction in spring 2022
7. 2022 Local Street Reconstruction Project
  - SB1 funded: Design is underway; Construction in summer 2022

## Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
  - Finalizing CEQA document and preparing for circulation and PC hearing
2. Rojas Pierce Park Annexation
  - LAFCo approved a one-year annexation approval to allow WWD and USBR to address concerns
3. CES Mendota
  - Applicant states that the project is close to being submitted.
  - We've received a public records act request along with formal requests to be notified of all CEQA work and public hearings
4. Regional Housing Needs Allocation
  - Participating in Fresno COG meetings regarding the initial steps of the 6<sup>th</sup> Cycle Housing Element preparation
  - COG is now investigating the possibility of convening a second multijurisdictional Housing Element effort like the 5<sup>th</sup> 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.
6. New City Hall & Police Station
  - Initiated Phase 1 Environmental Site Assessment
7. MJHS Safe Routes to School Project:
  - ATP funded; to start this month
8. Safe Routes to School Master Plan
  - Initial kick-off meetings being scheduled this month
9. Escalante Apartments
  - Looking at GPA and rezone for 4 apartments at 7<sup>th</sup> and Juanita for Juan Escalante

### Grant Applications:

1. Mendota Stormwater Improvement Project
  - Prop 68 Urban Flood Protection Grant Program
  - Full funding of \$4.2 million AWARDED; grant agreement completed final design to start later this month
2. Derrick & Oller Roundabout:
  - CMAQ Competitive Regional Bid application submitted to FCOG to fill \$1,798,457 funding gap in project; funding AWARDED & coordinating with FCOG and Caltrans to start project; Construction FY 22/23
3. 5<sup>th</sup> Street & Quince Street Reconstruction:
  - STBG competitive regional bid application submitted to FCOG for \$706,251 to fund construction; funding AWARDED; Construction FY 23/24

### On-going (this month):

1. Representation of the City at FCOG TTC and MLRSP stakeholder meetings
2. Discussion of road safety issues with Caltrans
3. Assistance to Public Utilities Director for upgrades to facilities
4. Investigating feasibility of new municipal well within City limits

### Overall P&P Staff engaged (month of January):

- Engineers: 5
- Planners: 1
- Surveyors: 2
- Environmental Specialist: 1
- GIS/CAD Specialists: 1
- Construction Manager: 0
- Project Administrator: 1

### 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

- **Meter Reading Project – Citywide replacement of all residential and commercial water meters – Construction is in progress and finishing around 7/31/2022 (please look for door hangers that will be distributed notifying you of the date of your meter replacement)**