



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
April 12, 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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATIONS

1. Chief of Police Smith to introduce Police Officer Jonathan Farr and Police Officer Joseph Acosta.
2. Chief of Police Smith to introduce new drone pilots Airman Gerardo Galaviz and Airman Matt Kawana.

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 March 22, 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. MARCH 16, 2022 THROUGH APRIL 1, 2022
WARRANT LIST CHECK NOS. 51540 THROUGH 51602
TOTAL FOR COUNCIL APPROVAL = \$563,281.92
2. Proposed adoption of **Resolution No. 22-23**, authorizing the creation of a City account with Bid4Assets.
3. Proposed adoption of **Resolution No. 22-24**, accepting the Bass Avenue landscape improvements constructed for Tract No. 6218 "La Colonia".

PUBLIC HEARING

1. Public hearing, consideration, and proposed adoption of **Resolution No. 22-25**, approving the successor franchise agreement between the City of Mendota and Mid Valley Disposal, LLC, for Solid Waste Handling services and fee increases related thereto.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council provides input and considers Resolution No. 22-25 for adoption*

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. 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.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (two potential cases).

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 April 12, 2022, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, April 8, 2022 at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

March 22, 2022

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

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza and Councilors Jose Alonso, Joseph Riofrio and Oscar Rosales (at 6:11 p.m. via Zoom)

Council Members Absent: None

Flag salute led by Mayor Castro

A moment of silence was held in honor of Fowler Mayor David Cardenas who had recently passed away.

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

City Manager Gonzalez reported that an updated warrant list for Consent Calendar item 1 was provided to the Council for consideration, and that a hard copy of the Price Paige and Company presentation for Business item 1 was also provided, for reference.

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 March 8, 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 Rosales to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (5 ayes).

CONSENT CALENDAR

1. MARCH 1, 2022 THROUGH MARCH 15, 2022
WARRANT LIST CHECK NOS. 51496 THROUGH 51539
TOTAL FOR COUNCIL APPROVAL = \$382,258.80
2. Proposed adoption of **Resolution No. 22-17**, authorizing the final payment of retention to the contractor for the 2021 Alley Paving Project – CML-5285(024).
3. Proposed adoption of **Resolution No. 22-18**, approving the Direct Payment Agreement with HORNE, LLP, a Delaware Limited Liability Partnership, contracted by the California Department of Community Services and Development to administer the Low-Income Household Water Assistance Program.
4. Proposed adoption of **Resolution No. 22-19**, approving an amendment to the agreement with the Superior Court of California, County of Fresno, for the provision of Available Court Connection and Electronic Support Services.

Finance Director Banda provided the updated total amount for the warrant list in item 1.

A request was made to pull item 1 for discussion.

A motion was made by Councilor Riofrio to approve items 2 through 4 of the Consent Calendar, seconded by Councilor Alonso; unanimously approved (5 ayes).

1. MARCH 1, 2022 THROUGH MARCH 15, 2022
WARRANT LIST CHECK NOS. 51496 THROUGH 51539
TOTAL FOR COUNCIL APPROVAL = \$382,258.80

Discussion was held on warrant number 51516, and the subject invoice being from October 2021.

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

BUSINESS

1. Council discussion and consideration of **Resolution No. 22-20**, acknowledging receipt of the annual audit of City funds.

Mayor Castro introduced the item and Finance Director Banda provided the report.

Fausto Hinojosa and Kristin Torres with Price, Paige, & Company presented the June 30, 2021 financial statement audit for the City of Mendota.

Discussion was held on the item.

Joseph Amador – commented on the item.

A motion was made by Councilor Riofrio to adopt Resolution No. 22-20, seconded by Councilor Rosales; unanimously approved (5 ayes).

2. Council discussion and consideration of **Resolution No. 22-21**, 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.

Mayor Castro introduced the item and Assistant City Attorney Castro provided the report.

A motion was made by Councilor Riofrio to allow public participation at City public meetings and to not adopt Resolution No. 22-21, seconded by Councilor Alonso; motion unanimously approved (5 ayes).

3. Council discussion and consideration of **Resolution No. 22-22**, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings while monitoring public health developments.

Mayor Castro introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the item.

A motion was made by Councilor Riofrio to adopt Resolution No. 22-22 and set the end date for remote meeting offerings as March 24, 2022, seconded by Councilor Rosales; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Chief of Police Smith provided the report for the Police Department including monthly statistics; crime trends; and a personnel update.

Discussion was held on speeding issues and noise issues in the community; police presence throughout the community; and the drone program.

Chief of Police Smith provided the report for the Code Enforcement Department including monthly statistics; and a personnel update.

Discussion was held on the department's personnel.

Chief Smith provide the report for the Animal Control Department including the current capacity of the dog pound and the condition of the dog traps.

Discussion was held on the possibility of holding a dog vaccine clinic.

2. City Attorney
 - a) Update

Assistant City Attorney Castro stated that he had nothing to report.

3. City Manager

City Manager Gonzalez reported on the possibility of having an event at the future site of the Daniel Porras Youth Soccer Field; a mass notification that was issued regarding the upcoming career training and job fair; whether the City would like to commit to the installation of the high school's senior banners; and the status of a future housing development.

Discussion was held on the condition of a fence at Veteran's Park; the status of capital projects; and whether a commercial lot near La Colonia will be developed or maintained.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Alonso apologized to the Council for a post that he made on social media.

Councilor Riofrio stated that a bench on Quince and 7th Street needs to be addressed; and the wind tangling City banners.

Mayor Pro Tem Mendoza reported on the upcoming career training and job fair at the AMOR Wellness Center; thanked staff for working on the lights at the basketball court; thanked staff for the trees that were planted along Bass Avenue; thanked Councilor Alonso for his apology; commented on Fowler Mayor Cardenas' funeral; and commented on the condition of sidewalks.

At 7:21 p.m. Councilor Riofrio left the Council Chambers and returned at 7:22 p.m.

2. Mayor

Mayor Castro commented on Fowler Mayor Cardenas' funeral.

CLOSED SESSION

1. 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.
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (two potential cases).

At 7:24 p.m. the Council moved into closed session.

At 7:44 p.m. the Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 and 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 7:44 p.m. by Mayor Pro Tem Mendoza, seconded by Councilor Riofrio; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
3/16/2022-4/1/2022
CK# 51540-51602

Date	Check #	Check Amount	Vendor	Department	Description
March 16, 2022	51540	\$ 119,068.00	CITY OF MENDOTA PAYROLL	ORIGINAL	PAYROLL TRANSFER FOR 2/28/2022-3/13/2022
March 16, 2022	51541	\$ 1,496.44	GERARDO VACA	GENERAL	TD/4850 PERIOD: 2/25/2022-3/10/2022, K-9 INCENTIVE PAY 2/14/2022-3/13/2022
March 18, 2022	51542	\$ 1,016.22	GERARDO VACA	GENERAL	TD/4850 PERIOD: 2/28/22-3/10/22
March 18, 2022	51543	\$ 949.11	AFLAC	GENERAL	AFLAC INSURANCE FOR MARCH 2022
March 18, 2022	51544	\$ 680.61	ALEX AUTO DIAGNOSTICS	GENERAL	UNIT#89- (2)REAR (1) FRONT BRAKE ROTORS (1) REAR BRAKE (PD)
March 18, 2022	51545	\$ 598.67	BPS TACTICAL, INC	GENERAL	PATROL DUTY VEST COVER BLUE W/ POCKETS (PD)
March 18, 2022	51546	\$ 163.91	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REALQUEST SERVICES 2/1/22-2/28/22
March 18, 2022	51547	\$ 100.00	DEPARTMENT OF JUSTICE	GENERAL	(2) FINGERPRINT APPS (1) FBI, (1) PEACE OFFICER FEBRUARY 2022
March 18, 2022	51548	\$ 399.80	ELECTRIC DRIVES INC	SEWER	(4) LOVE JOY (6) SPIDER GEARS FOR AERATORS @WWTF
March 18, 2022	51549	\$ 12,161.00	MODESTO INDUSTRIAL ELECTRICAL	SEWER	EBARA PUMP-LABOR, PARTS & SHIPPING @WWTF
March 18, 2022	51550	\$ 543.46	KERMAN GAS & DIESEL REPAIR	SEWER	(1) STARTER SOLENOID R&R FOR TRASH PUMP -WWTF
March 18, 2022	51551	\$ 400.00	JOSE GALLARDO	GENERAL	ROJAS PARK-BASEBALL DIAMOND LIGHTS REPAIR TO BOX
March 18, 2022	51552	\$ 230.32	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	UNIT#82-DIAGNOSIS -P0430 CATALYST SYSTEM EFFICIENCY, UNIT#89-BLOWER MOTOR ASSEMBLY REMOVE & REPLACE (PD)
March 18, 2022	51553	\$ 57,839.91	MID VALLEY DISPOSAL, INC	REFUSE	ROLL OFF BIN 50 YARD (QTY 4.72) & (QTY 8.87), SANITATION CONTRACT SERVICES FOR FEBRUARY 2022
March 18, 2022	51554	\$ 60.00	STATE WATER RESOURCES CONTROL	WATER	FEE- RENEW WATER TREATMENT OPERATOR 2 CERT OP #33994
March 18, 2022	51555	\$ 11,181.35	ZERO NOX, INC.	WATER-SEWER	(1) TUATARA E1000 ELECTRIC UTV, 8KWH W/BATTERY 50%
March 22, 2022	51556	\$ 279.46	ADT SECURITY SERVICES	GENERAL-WATER	SECURITY SERVICES 4/1/22-6/30/22 ROJAS PARK CONCESSIONS STAND SECURITY SERVICES 4/4/22-5/3/22 WATER TREATMENT
March 22, 2022	51557	\$ 26,855.67	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR APRIL 2022
March 22, 2022	51558	\$ 5,595.32	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR APRIL 2022
March 22, 2022	51559	\$ 36,873.46	AQUA-AEROBIC SYSTEMS, INC.	SEWER	AERATOR EQUIPMENT-(2) BOXES/SKIDS WWTP EQUIPMENT
March 22, 2022	51560	\$ 103.45	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES FOR 3/17/22
March 22, 2022	51561	\$ 485.89	CONSOLIDATED ELECTRICAL	SEWER	(10) BUSS FNOR1 1, 12, 1 1/2 600V MIDGET TD FUSE
March 22, 2022	51562	\$ 797.56	DELTA SAND, GRAVEL & RECYCLING	GENERAL-WATER-STREETS	(43.45 TON) RIVER SAND
March 22, 2022	51563	\$ 51.00	DEPARTMENT OF JUSTICE	GENERAL	(1) FINGERPRINT APPS & (1) PEACE OFFICER-DECEMBER 2021
March 22, 2022	51564	\$ 15,151.00	STANTEC CONSULTING SERV.	SEWER	GROUNDWATER SAMPLING & REPORTING 3RD & 4TH QTR REPORTS
March 22, 2022	51565	\$ 210.50	METRO UNIFORM	GENERAL	(1) DESSERT TFX G3 8" COYOTE GTX, PARACORD BRC- VACA (PD)
March 22, 2022	51566	\$ 3,062.97	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 2/14, 2/17, & 2/18
March 22, 2022	51567	\$ 711.94	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT MARCH & APRIL 2022
March 22, 2022	51568	\$ 90.00	STATE WATER RESOURCES CONTROL	WATER	FEE- RENEW WATER DISTRIBUTION OPERATOR 3 CERT #39459
March 22, 2022	51569	\$ 485.22	USA BLUEBOOK	SEWER	(18) STAFF GAUGE NUMERAL 1-5 E&M 2X3, (2) STAFF GAUGE NUMERAL 3 STYLES E&M 2X3
March 22, 2022	51570	\$ 13,620.83	RTC CONSTRUCTION MANAGEMENT, INC.	WATER	18" MAIN WATER SUPPLY LINE REPAIR ON BASS AVE
March 29, 2022	51571	VOID			
March 29, 2022	51572	\$ 118,292.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 3/14/2022-3/27/2022
March 30, 2022	51573	\$ 2,309.04	GERARDO VACA	GENERAL	TD & 4850 PERIOD: 3/14/22-3/27/22
March 30, 2022	51574	\$ 38.89	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE-FEBRUARY 2022
March 30, 2022	51575	\$ 323.91	AM CONSTRUCTION SUPPLY, INC	STREETS	(1) AM ELITE MASTER COMBO 14" CONCRETE/ASPHALT
March 30, 2022	51576	\$ 282.74	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES FOR 3/10/22 & 3/24/22

CITY OF MENDOTA
CASH DISBURSEMENTS
3/16/2022-4/1/2022
CK# 51540-51602

March 30, 2022	51577	\$ 1,249.41	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES 2/12/22-3/11/22
March 30, 2022	51578	\$ 30,070.13	AVISON CONSTRUCTION, INC.	STREETS	2021 ALLEY PAVING FINAL PAYMENT
March 30, 2022	51579	\$ 900.00	BAR PSYCHOLOGICAL GROUP	GENERAL	PRE-EMPLOYMENT PSYCH SCREENING - 2 OFFICERS
March 30, 2022	51580	\$ 5,288.47	BOGIE'S PUMP SYSTEMS	SEWER	PAC 16-8012-1 8X8 1500GPM, SPARE BACKPLATE L, LAB
March 30, 2022	51581	\$ 1,240.75	BSK ASSOCIATES	WATER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 2/8/22 & 3/1/22, BACTI- WEEKLY TREATMENT & DISTRIBUTION 2/15/22, 3/8/22, 3/9/22
March 30, 2022	51582	\$ 317.39	CHEMSEARCH	WATER	(1) PREMALUBE, 1/2 CS/24 (FIBER), NAC CL
March 30, 2022	51583	\$ 939.01	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES FOR APRIL 2022
March 30, 2022	51584	\$ 4,784.41	CORE & MAIN LP	WATER	(2) BADGER ORION LTE CELLULAR END POINT, (240) BADGER, (5) 1" BADGER E-SERIES METER, (5) ORION CELL C, LTE
March 30, 2022	51585	\$ 442.98	CROWN SERVICES CO.	GENERAL-SEWER	TOILET 1XWK- 1000 AIRPORT BLVD (PD), POOL PARK, LOZANO PARK, & WWTP
March 30, 2022	51586	\$ 105.00	DEPARTMENT OF JUSTICE	GENERAL	(3) BLOOD ALCOHOL ANALYSIS - FEBRUARY 2022
March 30, 2022	51587	\$ 600.00	ECN POLYGRAPH & INVESTIGATIONS	GENERAL	(3) POLYGRAPH (3) OFFICERS (PD)
March 30, 2022	51588	\$ 1,588.34	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	(2) WORK ON WA PLANT SCADA SYS, (4) SERVER SERVICE MAINTENANCE- WATER PLANT
March 30, 2022	51589	\$ 14,876.49	FRESNO COUNTY SHERIFF	GENERAL-WATER- CFD FUND	RMS JMS ACCESS FEE FEBRUARY 2022 & DISPATCH SERVICES APRIL 2022
March 30, 2022	51590	\$ 438.00	LOU'S GLOVES, INC.	WATER-SEWER	(20) NITRILE, EXAM GRADE, POWDER-FREE BLACK
March 30, 2022	51591	\$ 1,158.50	MID VALLEY DISPOSAL, INC	STREETS-REFUSE	ROLL OFF BIN EXCHANGE 10Y QTY: 10.64, 5.68 & 6.85
March 30, 2022	51592	\$ 1,751.06	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD & STD INSURANCE FOR APRIL 2022
March 30, 2022	51593	\$ 451.46	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- LABELS, GLOVES, MASKS, PAPER 30%, LUBRICANT, STICKY NOTES, PENS, CORRECTOR TAPE
March 30, 2022	51594	\$ 16,406.31	PAC MACHINE COMPANY, INC.	SEWER	(1) EBARA 8" SUBMERSIBLE SEWAGE PUMP MODEL 250DLBFU
March 30, 2022	51595	\$ 68.93	PURL'S SHEETMETAL & AIR	GENERAL-WATER-SEWER	(8) 20162 AIR FILTER 20X16X2 BUILDING & CITY HALL
March 30, 2022	51596	\$ 8,636.74	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER- STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR JANUARY 2022 & FEBRUARY 2022
March 30, 2022	51597	\$ 535.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL SERVICES CITYHALL/DMV/YOUTH CEN.2/22/22, ROJAS PARK SERVICE GROUNDS FOR MOUNDS GOPHERS 2/22
March 30, 2022	51598	\$ 2,560.84	THE HOME DEPOT	GENERAL-WATER-SEWER- STREETS	(1) 48 IN 4,000 LUMEN INTEGRATED LED WHITE WRAP, (2) BEHR PPL 3050 SG, (2) ANVIL 5GAL POURING SPOUT
April 1, 2022	51599	\$ 651.83	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 2/25/22-3/24/22
April 1, 2022	51600	\$ 24,474.87	PG&E	GENERAL-WATER-SEWER- STREETS-AIRPORT	CITYWIDE UTILITIES 2/7/2022-3/8/2022
April 1, 2022	51601	\$ 55.00	STATE WATER RESOURCES	WATER	DRINKING WATER DIST OPT CERT RENEWAL
April 1, 2022	51602	\$ 11,181.35	ZERO NOX, INC.	WATER-SEWER	(1) TUATARA E1000 ELECTRIC UTV 8KWH W/BATTERY & DELIVERY 50%

\$ 563,281.92

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING AN ACCOUNT WITH BID4ASSETS
DATE: APRIL 12, 2022

ISSUE

Shall the City Council adopt Resolution No. 22-23, authorizing an account with Bid4Assets?

BACKGROUND

The County of Fresno (“County”) conducts their Tax Sale for real property on the internet. The County’s Internet Auction site is hosted by Bid4Assets. Prospective purchasers will be asked to register via the internet. Each registered bidder will receive an identification number, which the bidder must have in order to participate. The descriptions of property are provided by the official records held in the Fresno County Assessor-Recorder’s Office. All deposits and payments are made directly with Bid4Assets.

ANALYSIS

The County conducts their Tax Sale for real property on Bid4Assets. On March 11, 2022, the County initiated their Tax Sale for properties that were delinquent in paying their property tax. The City of Mendota (“City”) signed up with Bid4Assets to participate in the County’s Tax Sale. Unfortunately, all the properties in the City’s limits were all reconciled so the City was unable to submit an official bid for a property. This agenda item is to officially set-up an account for the City and to participate in future tax sales for real property.

FISCAL IMPACT

\$35.00. General Fund. This is an administrative fee charged by Bid4Assets.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-23, authorizing an account with Bid4Assets.

Attachment(s):

1. Resolution No. 22-23

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CREATION OF A CITY ACCOUNT WITH
BID4ASSETS**

RESOLUTION NO. 22-23

WHEREAS, the City of Mendota (“City”) desires to participate in the County of Fresno’s (“County”) upcoming auction for bidding on real property for purchase within the City’s limits; and

WHEREAS, the County uses Bid4Assets as the bidding platform to participate in County auctions for real property; and

WHEREAS, purchasing real property in the City’s limits provides opportunities for future economic or operational growth benefitting the City’s residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City is authorized to create an account with Bid4Assets; and

BE IT FURTHER RESOLVED, that the City Manager and/or Finance Director are hereby authorized and empowered to execute in the name of the City of Mendota all documents, including, but not limited to, applications, agreements, amendments, deposits, and requests for deposits, necessary to secure real property purchases within the City’s limits through the City’s Bid4Assets account.

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 12th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ACCEPTANCE OF BASS AVENUE LANDSCAPING IMPROVEMENTS CONSTRUCTED FOR LA COLONIA
DATE: APRIL 12, 2022

ISSUE

Shall the City Council adopt Resolution No. 22-24, accepting the planting and irrigation installed along the southside of Bass Avenue as part of the La Colonia development (Tract 6218)?

BACKGROUND

The original Vesting Tentative Subdivision Map for La Colonia (VTM No. 2018-01) was approved, subject to conditions of approval, by the City Council on August 14, 2018. The final map, accepted by the City Council on February 12, 2019 dedicated public street right-of-way and a pedestrian access paseo (Lot B) to the City for the purposes of providing public utilities and access to the lots.

On March 1, 2021 the plantings and irrigation system along the southside of Bass Avenue was completed. As required by the approved improvement plans for the Bass Avenue landscaping, the developer's landscape contractor continued to maintain the shrubs, trees and associated irrigation system during a one-year establishment and maintenance period.

ANALYSIS

The one-year establishment and maintenance period for the plantings and irrigation system along Bass Avenue has come to an end and the City Engineer and Public Works staff have found the plantings to be well established and the irrigation system to be in working order. Therefore, it is recommended that the City accept these improvements and begin the maintenance of the landscaping.

FISCAL IMPACT

No direct financial impact. There will be incremental maintenance costs for the maintenance of the planting and irrigation system; however, these costs are included in the assessment rates applied to each property within Tract 6218 as part of the Landscape and Lighting Maintenance District (LLMD) 2019-01.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-24, accepting the planting and irrigation improvements constructed on the southside of Bass Avenue as part of Tract 6218, thereby taking over responsibility for on-going maintenance from the developer.

Attachment(s):

1. Resolution No. 22-24

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ACCEPTING
THE BASS AVENUE LANDSCAPE
IMPROVEMENTS CONSTRUCTED FOR
TRACT NO. 6218 “LA COLONIA”**

RESOLUTION NO. 22-24

WHEREAS, Vesting Tentative Subdivision Map No. 2018-01 for La Colonia was approved by the City Council with Resolution 18-63 on August 14, 2018 subject to conditions of approval; and

WHEREAS, the Final Map 18-01 for Tract No. 6218 for the La Colonia subdivision was approved by the City Council with Resolution 19-08 on February 12, 2019; and

WHEREAS, all planting and irrigation within the public right-of-way along the southside of Bass Avenue, as required by the conditions of approval to Tract No. 6218, have been completed by the Owner in accordance with the approved Bass Avenue landscaping plans as stipulated in the related Development Agreement; and

WHEREAS, the approved Bass Avenue landscaping plans require the Developer’s contractor to maintain the landscaping improvements for a one-year establishment and maintenance period prior to acceptance; and

WHEREAS, the installation of Bass Avenue’s landscaping including shrubbery, trees and associated irrigation system was completed on March 1, 2021; and

WHEREAS, for the year following the completion of the Bass Avenue landscaping, the Developer’s landscape contractor has maintained the irrigation system and plantings; and

WHEREAS, the Bass Avenue plantings and irrigation system have been found to be in good condition and working order by the City Engineer and Public Works staff.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the planting and irrigation improvements constructed on the south side of Bass Avenue as part of the Tract No. 6218 “La Colonia” development are accepted; and

BE FURTHER RESOLVED, that the Developer is no longer responsible for the maintenance of the plantings and irrigation system installed along Bass Avenue and that the maintenance of said landscaping will now be the responsibility of the City, as part of the Landscape and Lighting Maintenance District (LLMD) 2019-01.

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 12th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE SUCCESSOR FRANCHISE AGREEMENT
BETWEEN THE CITY OF MENDOTA AND
MID VALLEY DISPOSAL, LLC, FOR SOLID
WASTE HANDLING SERVICES AND FEE
INCREASES RELATED THERETO**

RESOLUTION NO. 22-25

WHEREAS, the City of Mendota (“City”) is responsible for enforcing laws and regulations to promote the health and safety of the City’s residents; and

WHEREAS, State recycling law, Assembly Bill 939 of 1989, requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, State recycling law, Assembly Bill 341 of 2011, places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory commercial recycling program; and

WHEREAS, State organics recycling law, Assembly Bill 1826 of 2014, requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, Senate Bill 1383 (“SB 1383”), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses, and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

WHEREAS, SB 1383 requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of its regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption; and

WHEREAS, at its January 11, 2022, regular meeting, the City Council adopted Ordinance No. 21-19, amending Chapter 8.16 of the Mendota Municipal Code to comply with SB 1383's enhanced Solid Waste Handling requirements; and

WHEREAS, Government Code section 40058 provides Solid Waste Handling services must be provided by the City, another local agency, or a Solid Waste enterprise; and

WHEREAS, Government Code section 40059, subdivision (a)(1), provides the City may determine “[a]spects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste handling services”; and

WHEREAS, Government Code section 40059, subdivision (a)(2), provides the City may determine “[w]hether the services are to be provided by means of nonexclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding, or if, in the opinion of the its governing body, the public health, safety, and well-being so require, by partially exclusive or wholly exclusive franchise, contract, license, permit, or otherwise, either with or without competitive bidding. The authority to provide solid waste handling services may be granted under terms and conditions prescribed by the governing body of the local governmental agency by resolution or ordinance”; and

WHEREAS, pursuant to Government Code section 40059, subdivision (a), the City has resolved the public health, safety, and well-being require an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial, and commercial premises within the City; and

WHEREAS, Mid Valley Disposal, LLC (“Grantee”), has served as the City’s exclusive franchisee (the “Exclusive Hauler”) for Solid Waste Handling services throughout the City for years pursuant to the existing franchise agreement between Grantee and City; and

WHEREAS, to date, Grantee’s services in the City have been lawfully and satisfactorily completed, delivering customers throughout the City a service commensurate with the highest industry standards; and

WHEREAS, Grantee is qualified and willing to continue providing Solid Waste Handling services throughout the City as the City’s Exclusive Hauler; and

WHEREAS, in light of recent changes to the laws and regulations regarding enhanced Solid Waste Handling services, the existing franchise agreement between the City and Grantee needs to be updated to accommodate increased service and reporting requirements; and

WHEREAS, the Successor Franchise Agreement (“Franchise Agreement”), attached hereto as Exhibit “A” and incorporated herein by this reference, contains the necessary revisions and fee increases related to Grantee’s future Solid Waste Handling services throughout the City; and

WHEREAS, Mendota Municipal Code section 8.16.090, subdivision (a), provides customer charges for “garbage collection service in the City shall be established from time to time by contract between the City and the Exclusive Hauler”; and

WHEREAS, Exhibit “D” to the Franchise Agreement outlines the increased fee costs associated with Grantee’s proposed services thereunder; and

WHEREAS, in order to provide the greatest convenience to its citizens, as customers of the City’s Exclusive Hauler, the City has and will continue to provide customer billing and administrative services related to Grantee’s Solid Waste Handling services provided pursuant to the Franchise Agreement; and

WHEREAS, because the City directly issues and collects customers’ bills for Grantee’s Solid Waste Handling services under the Franchise Agreement and said service fees are set to increase as outlined in Exhibit “D” to the Franchise Agreement, the City has elected to consider and approve those fee increases pursuant to the notice and protest procedures outlined in Section 6 of Article XIII D of the California Constitution; and

WHEREAS, where applicable, Section 6, subdivision (a)(1), of Article XIII D of the California Constitution requires the City identify all parcels upon which a proposed fee or charge will be imposed and mail written notice to each parcel’s record owner identifying the amount of the fee or charge, the basis upon which the amount of the proposed fee or charge was calculated, the reason for the proposed fee or charge, and the date, time, and location of the public hearing on said fee or charge; and

WHEREAS, where applicable, Section 6, subdivision (a)(2), of Article XIII D of the California Constitution requires the City hold a public hearing regarding the proposed fee or charge “not less than 45 days after mailing the notice” to the affected parcels’ record owners”; and

WHEREAS, during the week of February 21-25, 2022, more than forty-five (45) days before the April 12, 2022, public hearing, the City mailed each affected parcel’s record owner a notice of the public hearing scheduled to take place at the April 12, 2022, regular City Council meeting, a copy of which is attached hereto as Exhibit “B” and incorporated herein by this reference (the “Notice”); and

WHEREAS, the Notice properly identified: the affected parcels; the amount of the increased fee or charge proposed for adoption; the basis upon which the amount of the increased fee or charge was calculated; the reason for the increased fee or charge; the date, time, and location of the public hearing; and instructions regarding the

requirements for an effective written protest against the increased fees or charges to be submitted to the City Council for consideration at the public hearing; and

WHEREAS, in addition to the required mailings, the City also published the Notice in the following locations: at the kiosk outside City Hall at 643 Quince Street, Mendota, CA 93640; in the City's March newsletter; on the City's website; and in the April 6th issue of the Firebaugh-Mendota Journal; and

WHEREAS, Section 6, subdivision (a)(2), of Article XIII D of the California Constitution provides that, if, at the public hearing, the City Council receives written protests against the proposed increased fees or charges from a majority of the identified parcels, the City Council may not approve the increased fee or charge; and

WHEREAS, to date, the City has not received a single written protest in response to the Notice regarding the increased Solid Waste Handling fees identified in Exhibit "D" to the Franchise Agreement; and

WHEREAS, in consideration of the long-term arrangement contemplated in the Franchise Agreement, Grantee has agreed to waive and release City from all prior claims related to its previous franchise agreement with City; and

WHEREAS, by approving and executing the Franchise Agreement, the City Council declares its intention to ensure delivery of adequate Solid Waste Handling services to the City's residents and of maintaining reasonable fees for the provision of such handling services within the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that:

Section 1. Pursuant to Government Code section 40059, subdivision (a), the public health, safety, and well-being require an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial, and commercial premises within the City pursuant to the terms of Chapter 8.16 of the Mendota Municipal Code.

Section 2. Mid Valley Disposal, LLC, shall remain the City's Exclusive Hauler, as defined in Section 8.16.010 of the Mendota Municipal Code, and franchisee for Solid Waste Handling services.

Section 3. The City Council approves and directs the City Manager, or his or her designee, to execute the Franchise Agreement between the City and Mid Valley Disposal, LLC, for Solid Waste Handling services throughout the City in substantially the form attached hereto as Exhibit "A."

Section 4. The City Council approves the increased fees, as outlined in Exhibit "D" to the Franchise Agreement approved in Section 3 above, to be charged to

customers of Mid Valley Disposal, LLC, within the City for services performed pursuant to the Franchise Agreement.

Section 5. Severability. If any part of this Resolution is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed the remainder of this Resolution, as if such invalid portion thereof had been deleted.

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 12th day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF MENDOTA, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

TABLE OF CONTENTS

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES	ERROR! BOOKMARK NOT DEFINED.
SECTION 2 - DEFINITIONS.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE	ERROR! BOOKMARK NOT DEFINED.
SECTION 4 – TERM AND TERMINATION	7
SECTION 5 - FRANCHISE AREA.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 6 - SERVICES PROVIDED BY GRANTEE	ERROR! BOOKMARK NOT DEFINED.
SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS	ERROR! BOOKMARK NOT DEFINED.
SECTION 8 - WASTE DELIVERY DESIGNATION	ERROR! BOOKMARK NOT DEFINED.
SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND	11
SECTION 10 - FAILURE TO PERFORM AND REMEDIES	ERROR! BOOKMARK NOT DEFINED.
SECTION 11 - FRANCHISE TRANSFER	ERROR! BOOKMARK NOT DEFINED.
SECTION 12 - REPORTS.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 13 - COMPENSATION	ERROR! BOOKMARK NOT DEFINED.
SECTION 14 - FORCE MAJEURE.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 15 - OTHER PROVISIONS.....	ERROR! BOOKMARK NOT DEFINED.
SECTION 16 - SEVERABILITY	ERROR! BOOKMARK NOT DEFINED.
SECTION 17 - ENTIRE AGREEMENT; AMENDMENT	ERROR! BOOKMARK NOT DEFINED.
SECTION 18 - CONSTRUCTION OF FRANCHISE	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT "A" - PROVIDED SERVICES	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT "B" - SB 1383 COMPLIANCE PROGRAMS.....	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT "C" - DEFINITIONS.....	ERROR! BOOKMARK NOT DEFINED.
EXHIBIT "D" - FEES	ERROR! BOOKMARK NOT DEFINED.

MUNICIPAL SOLID WASTE FRANCHISE AGREEMENT

BETWEEN

CITY OF MENDOTA, CALIFORNIA

AND

MID-VALLEY DISPOSAL, LLC

This Franchise Agreement ("Franchise Agreement") is entered into this ____ day of April 2022, by and between the City of MENDOTA ("City") and Mid-Valley Disposal, LLC, a California Limited Liability Company ("Grantee" or "Contractor") (collectively with City, the "Parties"), for the collection, transportation, and disposal of Solid Waste and for other services as further specified herein in Exhibit "A."

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is within the public interest to authorize and require local agencies to make adequate provisions for Solid Waste Handling within their jurisdiction; and

WHEREAS, pursuant to California Public Resources Code section 40059, subdivision (a), the City Council has determined that that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified Solid Waste enterprise for the collection and recovery of solid waste from all residential, industrial, and commercial premises in the City; and

WHEREAS, Grantee has lawfully conducted Solid Waste Handling operations in the City for several years, and has delivered a level of service to its Customers commensurate with the highest industry standards. Grantee is well-qualified to continue providing that service; and

WHEREAS, in order to comply with the mandates of AB 939, and subsequent legislation and regulation, the City must have the ability to direct the flow of Solid Waste within the incorporated City for the purposes of reporting, processing, recovery, and disposal; and

WHEREAS, the previous franchise agreement and amendments between City and Grantee needs to be updated to accommodate enhanced Solid Waste Handling services pursuant to AB 939 and its related subsequent legislation and regulation; and

WHEREAS, in consideration of a long-term agreement, Grantee has agreed to waive and release City from all prior claims related to the previous agreement; and

WHEREAS, by executing this Franchise Agreement, the City Council declares its intention of ensuring the delivery of adequate Solid Waste Handling services to the City's residents and of maintaining reasonable Fees for the provision of such handling services within the City.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1 - COVENANTS, REPRESENTATIONS AND WARRANTIES

A. Covenants, Representations and Warranties of Grantee

Grantee hereby makes the following covenants, representations and warranties for the benefit of the City as of the date of this Franchise Agreement.

- (1) Grantee is duly organized and validly existing as a limited liability company in good standing under the laws of the State of California.
- (2) Grantee has full legal right, power, and authority to execute, deliver, and perform this Franchise Agreement, and has duly authorized the execution and delivery of this Franchise Agreement.
- (3) Each Person signing this Franchise Agreement on behalf of Grantee has been authorized by Grantee to do so, and this Franchise Agreement has been duly executed and delivered by Grantee, and constitutes a legal, valid, and binding obligation of Grantee enforceable against Grantee in accordance with its terms.
- (4) To the best of Grantee's knowledge, there is no action, suit, or proceeding before any court or governmental entity against Grantee or affecting Grantee, wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability of this Agreement, or which would have a material adverse effect on the financial condition of Grantee.
- (5) Grantee has sufficient financial resources to perform all aspects of its obligations hereunder. There has been no material adverse change in Grantee's or, if applicable, in Grantee's parent company's, financial circumstances since the date of the most recent financial statements or information, submitted to the City or reviewed by the City at the offices of Grantee.
- (6) Grantee has the expert, professional, and technical capability to perform all of its obligations under this Franchise Agreement and will maintain the capability at all times during this Franchise Agreement's term.
- (7) Prior to providing any service authorized by this Franchise Agreement, Grantee will have provided to the City Manager the security instrument and certificates of insurance required by the Franchise Agreement.
- (8) Prior to providing any service authorized by this Franchise Agreement, Grantee will have provided to the City Manager reasonably acceptable proof that the Grantee has obtained all necessary permits, authorizations, and licenses which are required for furnishing such service.

B. Covenants, Representations and Warranties of the City

The City hereby makes the following covenants, representations, and warranties to and for the benefit of Grantee as of the date of this Franchise Agreement:

- (1) The Person(s) executing this Franchise Agreement on behalf of the City are duly authorized to do so. This Franchise Agreement constitutes the legal, valid, and binding agreement of the City and is enforceable against the City in accordance with its terms.
- (2) To the best of the City's knowledge without having conducted any research, there is no action, suit, or proceeding against the City before any court or governmental entity wherein an unfavorable decision, ruling, or finding would adversely affect the validity or enforceability of this Franchise Agreement.
- (3) The City shall, reasonably consistent with its governmental duties, cooperate with Grantee in preserving the confidentiality of Grantee's proprietary information, including trade secret information, and preventing its disclosure. It will be the obligation of Grantee to designate what information it deems to be a trade secret or otherwise in need of protection at the time such information is provided to City. No copies of such proprietary information shall be retained by City as public records under California law. Such information may include financial information that concerns activities or aspects of the Grantee's business that are unrelated to any work performed for the City, and any other information from which the identity of any account, customer, vendor, buyer, supplier, end user, or other source or transferee of recyclable material may be reasonably ascertained, such as name, address, or other identifying information. Grantee shall defend and indemnify City, elected officials, officers, employees, contractors, consultants, attorneys, agents, and volunteers, including for City attorneys' fees, staff costs, awards, and judgments, for any claims brought against City for failure to produce any requested documentation related to Grantee and its business in possession of City in accordance with the Public Records Act.
- (4) The City shall use its best reasonable efforts to update and amend applicable provisions of the Mendota Municipal Code to the extent the City determines such changes are necessary to conform to this Franchise Agreement and to meet its obligations hereunder.

SECTION 2 - DEFINITIONS

Whenever any term used in this Franchise Agreement has been defined by AB 939 or in the Mendota Municipal Code, the definitions therein, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Franchise Agreement. In the event of conflict between the definition found in AB 939, in the Mendota Municipal Code, and this Agreement, the definition in this Franchise Agreement shall govern over all other definitions, while the definition in the Mendota Municipal Code shall take precedence over the definition contained in AB 939. Definitions are set forth on the attached and incorporated Exhibit "C".

SECTION 3 - GRANT AND ACCEPTANCE OF EXCLUSIVE FRANCHISE RESIDENTIAL AND COMMERCIAL FRANCHISE

A. Grant of Franchise

Pursuant to the provisions of the Mendota Municipal Code and pursuant to AB 939, and subject

to the terms and conditions of this Franchise Agreement (including all extensions or renewals), City hereby ratifies and continues its prior grant to Grantee of the sole and exclusive right, privilege, and franchise to provide the Solid Waste Handling services described in Exhibit "A" (Provided Services) to this Franchise Agreement to all single family units, multifamily units, and commercial, industrial, and institutional premises within the City, and to use the City streets and roads for such purpose. City shall actively enforce the exclusive rights of Grantee to provide services within the Franchise Area. By this Franchise Agreement and subject to its terms, the City grants the broadest form of exclusive Solid Waste Handling franchise permissible under applicable law including its general municipal police powers and the specific authority given to local agencies by California Public Resources Code section 40059 to determine aspects of Solid Waste Handling that are of local concern. The foregoing reference to Section 40059 includes the relevant appellate case law interpreting that statute.

B. Acceptance of Franchise

Grantee agrees to be bound by and comply with all the requirements of this Franchise Agreement. Grantee waives, terminates, and hereby releases any right or claim to serve any part of the City under any prior grant of franchise, contract, license, or permit issued or granted by any governmental entity.

C. Exceptions to Exclusivity

The foregoing Grant of Franchise excludes the following:

- (1) Self-Haul. Any Solid Waste otherwise within the Scope of this Franchise Agreement which is removed and personally transported from any premises by the owner or occupant who generated the solid waste using his or her own equipment thereof for the purpose of lawfully delivering same to a Solid Waste Facility authorized to receive and handle solid waste. The use of a subcontractor by City is not "self-haul" within the meaning of this exception.
- (2) Gardeners and Landscapers. The collection, transportation and disposal by a gardener or landscaper of green waste or yard trimmings which are generated as an incidental part of providing gardening, landscaping or landscape maintenance services, provided that the gardener or landscaper is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing of the green waste or yard trimmings, and utilizes only his or her own employees and equipment to collect, transport and dispose of same.
- (3) Sale or Gift of Recyclable Materials. Source separated Recyclable Materials which are either donated or sold by the generator of the materials to a party other than Grantee. A mere discount or reduction in price of the Grantee's charges for the handling of such materials is not a sale or donation within the meaning of this Agreement. For purposes of this Franchise Agreement, materials shall be deemed "solid waste" within the meaning of California Public Resources Code section 40191, and shall be regulated as such, whether or not they may be potentially recyclable, in either of the following instances: (a) when the material is mixed or commingled with other types of solid waste, or (b) where the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any Person or combination of Persons

in exchange for collection, removal, transportation, storage, processing, handling, consulting, container rental or disposal services ("fee for service" recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

SECTION 4 – TERM AND TERMINATION

The initial term of this Franchise Agreement shall commence at 12:00 a.m. on April 13th, 2022 and expire at 12:00 a.m. on January 31st, 2032. Thereafter, beginning on January 1st, 2023, and on each January 1 anniversary date thereafter, the term of this Franchise Agreement will be extended automatically for one (1) additional year, so as to have a rolling term of ten (10) years. Should either Party desire that said automatic renewal and extension provision be terminated, such Party shall give the other written notice of nonrenewal between January 1 and June 30 in any year, but not before the year 2023. Any such notice, properly given, shall serve to terminate the automatic one-year renewal and extension provision only, and this Franchise Agreement shall remain in effect for the balance of the term then outstanding. In the event that either Party exercises its right to terminate the automatic renewal and extension provision under this paragraph, the Parties may subsequently reinstate the automatic renewal and extension provision by mutual written agreement. Termination of this Franchise Agreement may also occur pursuant to Section 10, "Failure to Perform and Remedies," hereafter stated in this Franchise Agreement.

SECTION 5 - FRANCHISE AREA

The Franchise Area granted by this Franchise Agreement is the legally established geographic limits of the City, as the same now exist or may hereinafter be revised by annexation or otherwise. Grantee shall perform Solid Waste Handling services pursuant to this Franchise Agreement only in such Franchise Area.

SECTION 6 - SERVICES PROVIDED BY GRANTEE

The following minimum operating requirements shall apply to Grantee, except to the extent any operating requirement is specifically eliminated or modified in Exhibit "A":

A. Employees

- (1) Each employee or other Person driving Grantee's vehicle shall at all times have a valid California vehicle operator's license appropriate for the vehicle being driven.
- (2) All Grantee employees shall wear clean clothing of a uniform type when engaged in collection operations under this Franchise Agreement.
- (3) Each employee dealing with Customers, including without limit those engaged in collection or billing, shall at all times behave in a courteous manner.
- (4) Noncompliance with the employee items above are subject to the terms of Section 10, "Failure to Perform and Remedies."

B. Hours of Collection

Grantee shall not collect Solid Waste within a residential area or within a commercial area which is contiguous to a residential area between the hours of 10:00 P.M. and 5:00 A.M. the next day.

C. Office for Inquiries and Complaints

City shall receive and log Customer inquiries and complaints and transmit any service requests or complaints to Grantee electronically or via other mutually agreed upon method. Grantee shall maintain an office at some fixed place and keep regular business hours and shall maintain a locally listed telephone number. Such listing shall be in the Grantee's name or in the fictitious business name under which Grantee provides Solid Waste Handling services to the Area. This Section shall not require the Grantee to maintain an office which is different than or separate from the office for inquiries and complaints maintained by Grantee.

D. Records and Reports

Grantee shall prepare, maintain and provide to the City such records and reports as required in this Franchise Agreement, as well as records related to services in this Franchise Agreement required under any other applicable law.

E. Requested Service

Grantee shall provide Solid Waste Handling services to all Customers within its approved Franchise Area who request such service, except when denial or discontinuance of service is specifically authorized by this Franchise Agreement. Such service shall commence within seven (7) working (waste collection) days of the Customer's request.

F. Collection Frequency

For health and safety purposes, minimum collection frequency for all Solid Waste Handling Customers shall be once per week, in accordance with Section 17331 of Title 14, California Code of Regulations. Grantee shall correct any missed collection of a Customer's Solid Waste within two (2) working (waste collection) days of notice thereof, unless the next regular collection of such waste is scheduled to occur within three (3) working (waste collection) days of such notice.

G. Containers

In addition to any requirement Grantee is subject to under its Health and Safety Permit, each container shall be replaced in its proper place in a neat and orderly manner; any litter spilled from a container by Grantee's employees while emptying a container shall be cleaned up by Grantee's employees.

H. Noise

In addition to any requirement Grantee is subject to under applicable law, Grantee shall not create any noise in excess of what is reasonable and necessary in providing Solid Waste Handling services to its Customers. Further, Grantee shall actively evaluate and strive to implement noise reduction measures on an ongoing basis, consistent with common industry practice and standards applicable in similar circumstances.

I. Collection Equipment

Grantee shall provide an adequate number of vehicles and equipment to provide the Solid Waste Handling services required under its Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste prior to such initial and/or periodic inspection and approval by the Department of Public Health, Division of Environmental Health Services to the extent required under the Grantee's applicable Health and Safety Permit.

All motor vehicles used by Grantee under its Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted. In addition, vehicles must be in compliance with the California Air Resources Board requirements and any other applicable state or federal laws and/or regulations pertaining to the operation of Solid Waste handling equipment.

J. Privacy

Grantee shall strictly observe and protect the rights of privacy of its Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless as part of a legitimate inquiry by a governmental unit, or as authorized by a court of law or by statute, or upon written authorization of the Customer. This provision shall not be construed to preclude Grantee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by AB 939, or the City, provided that no such analysis shall identify any Person or connect any Person to any particular waste. In addition, Grantee shall not market, sell, convey, or donate to any Person any list with the name or address of Customers except that Grantee may provide such lists to authorized employees and authorized representatives of the City as necessary to comply with this Franchise Agreement. Grantee shall, at all times and consistent with prevailing industry standards, utilize encryption or other security measures reasonably calculated to protect Customer information from unauthorized disclosure.

K. Customer Complaints

Grantee shall respond to Customer complaints whether received directly from Customers, or by Customer through City. Grantee shall designate a government liaison Person responsible for working with the City to resolve Customer complaints. The name of the liaison Person and a 24 hour availability telephone number shall be provided to the City Manager. Customer complaints shall be resolved in accordance with Section 10(B) herein, "Resolution of Customer Complaints."

L. Property Damage

- (1) Any physical damage caused by the act or omissions of employees, officers, or agents of the Grantee to private or public property resulting from operations under this Franchise Agreement shall be promptly repaired or replaced by Grantee at Grantee's sole expense.
- (2) With respect to driving surfaces, Grantee shall be responsible for damage (excluding normal wear and tear), whether or not paved, resulting from the weight of vehicles providing Solid Waste Handling services on public or private property when it can be demonstrated that such damage is the result of vehicles exceeding speed limits or maximum weight limits set by the State of California or by other negligent operation of vehicles by Grantee's employees.

M. Gratuities

Grantee shall not, nor shall it permit any officer, agent, or employee employed by it, to request, solicit, or demand, either directly or indirectly, any gratuity for services authorized or required under its agreement.

N. Laws and Licenses

Grantee shall comply with all federal, state, and City, County, or local laws, ordinances, rules, and regulations applicable, from time to time and as amended, to the performance of the Solid Waste Handling services provided under this Franchise Agreement and shall obtain and maintain in full force and effect all licenses and permits necessary to perform such services throughout the term of this Franchise Agreement.

O. Services During Strikes, Lockouts, or Other Labor Disturbances

In the event of labor strikes, lockouts, or other labor disturbances, Grantee and City agree to cooperate fully in developing and implementing contingency plans for the continued collection and handling of Solid Waste in order to safeguard public health and avert imminent and substantial threats to public health and safety. Without limitation, these cooperation efforts may include prioritizing the collection of Solid Waste from certain businesses in order to control the accumulation of Solid Waste that may lead to more immediate threats to public health such as putrescible waste, sewage sludge, and manure or other animal waste.

SECTION 7 - OWNERSHIP OF SOLID WASTE INCLUDING RECYCLABLE MATERIALS

Except as otherwise provided in state law, ownership of Solid Waste shall transfer to Grantee at such time as the Solid Waste is discarded by the Solid Waste Handling service Customer. City makes no claim of ownership to the discarded solid waste.

SECTION 8 - WASTE DELIVERY DESIGNATION

City reserves the right to designate the disposal facility or facilities to which Grantee shall deliver Solid Waste generated within City and collected by Grantee pursuant to this Franchise Agreement. This designation, when made, shall be subject to the following:

- (1) Solid Waste that Grantee determines to be suitable for Processing or green composting may be delivered by Grantee to a Materials Recovery Facility or Designated Source Separated Organic Waste Facility selected by Grantee, and only the Residual Solid Waste resulting from Processing will be subject to the waste delivery designation.
- (2) If the City Manager or his/her designee directs Grantee to deliver residual Solid Waste collected pursuant to this Franchise Agreement to a Solid Waste Facility that is different from the facility Grantee is then using for the disposal of such waste, or in amounts that are different than the amount that Grantee is currently

delivering to that facility, and this direction results in increased operating costs to the Grantee, Grantee shall be entitled to a corresponding Fee adjustment to fully compensate Grantee for the increased costs.

SECTION 9 - INDEMNIFICATION AND INSURANCE, AND PERFORMANCE BOND

A. Indemnification of City

The Grantee agrees to indemnify, defend (with counsel chosen by City) and hold harmless the City and its authorized elected officials, officers, employees, contractors, consultants, attorneys, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of Grantee's performance of services under this Agreement, except to the extent, if at all, that such liability arises as a result of City's own gross negligence or willful misconduct.

Hazardous Waste Indemnification

Without limiting the generality of the foregoing, if Grantee is alleged to have, or determined to have, or not disputed allegations that it has negligently or willfully acted or failed to act with respect to the collection, handling or transportation of Hazardous Waste, Grantee shall indemnify, defend with counsel chosen by City, protect and hold harmless the City and its respective elected officials, officers, employees, contractors, consultants, attorneys, agents, volunteers, assigns, and any successor or successors harmless from and against all claims, actual damages (including, but not limited to, special and consequential damages), natural resources damage, punitive damages, injuries, costs, response remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys' and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, City or its respective officers, employees, agents, or Grantees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste as to which Grantee has negligently or willfully acted or failed to act with respect to its collection, handling or transportation at any place where Grantee stores, handles, transports or disposes of Solid Waste pursuant to this Franchise Agreement. The foregoing indemnity does not extend to liability arising from de minimis amounts of household hazardous waste that Customers may place in solid waste receptacles, and excludes liability arising from City's decision to exercise its waste delivery designation rights under Section 8 of this Agreement. The foregoing indemnity is intended to operate and shall operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," 42 U.S. Code section 9607(e) and California Health and Safety Code section 25364, to insure, protect, indemnify, and hold the City harmless from liability. This Section 9(A) shall survive the termination, lapse, or any change in the relationship of the Parties hereto.

B. Insurance Requirements

(1) Commercial General Liability

- i. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies,

either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Contractor's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies.

- ii. Any failure to comply with reporting provisions of the policies by Contractor shall not affect coverage provided the City.
- iii. Coverage shall state that Contractor insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- iv. Coverage shall contain a waiver of subrogation in favor of the City.

(2) Business Automobile Liability

- i. Contractor shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than five million dollars (\$5,000,000) per accident.

(3) Workers' Compensation and Employers' Liability

- i. Contractor shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

(4) Pollution Liability Insurance

- i. Pollution Coverage shall be provided for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than two million dollars (\$2,000,000) per claim. All activities contemplated in this Franchise Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste to the final disposal location, including non-owned disposal sites.
- ii. The policy shall be endorsed to include the City and its officers, employees, and agents as insureds.

(5) All Coverages

- i. Each insurance policy required by the Franchise Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has

been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

- ii. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- iii. Evidence of Insurance - Prior to commencement of work, the Contractor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Contractor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- iv. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- v. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Contractor.

C. Performance Bonds or Other Security

Grantee shall furnish to the City without additional charge a corporate surety bond, a letter of credit or other security device acceptable to the City in City's sole discretion, as security for performance under this Franchise Agreement (collectively "Security"). The amount of the Security shall be the lesser of one month's expected Gross Receipts Less Disposal Charge, or Fifty Thousand Dollars (\$50,000.00). Adequate proof of the existence of the Security shall be provided (e.g., a certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond and each renewal thereof). The surety on the bond, the bank on which the letter of credit is drawn and the surety for any other Security device shall be a company acceptable to the City and shall be authorized to do business in the State of California.

D. Modification

The requirements of this Section 9 may be modified or waived in writing by the City upon the request of Grantee, provided the City reasonably determines such modification or waiver is in the best interest of City and of the public welfare, considering all relevant factors, including acceptable financial guarantees provided by Grantee or by a parent company of Grantee.

SECTION 10 - FAILURE TO PERFORM AND REMEDIES

The rights of the Grantee and City upon the failure of either to perform as required under this Franchise Agreement shall be as provided below:

A. Administration, Enforcement, and Remedies

- (1) If the City Manager determines at any time that the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or applicable federal, state, or local law or regulation, including, but not limited, to the laws

governing collection, transfer, storage, and/or disposal of Solid Waste, the City Manager will notify Grantee in writing of such deficiencies ("Notice of Deficiency").

The Notice of Deficiency may provide a reasonable time within which correction of all noted deficiencies is to be made. Unless a shorter or longer period of time is specified in the Notice of Deficiency sent by the City Manager, a reasonable time for correction shall be thirty (30) consecutive calendar days from the receipt by the Grantee of such written notice. If the Grantee cannot reasonably correct or remedy a noted deficiency within the time specified in the Notice of Deficiency, but the Grantee immediately commences work to correct or remedy such deficiency within the time set forth in the Notice of Deficiency and diligently pursues such correction or remedy thereafter, Grantee shall not be deemed to have failed to correct or remedy the Notice of Deficiency. The Parties agree that, while uncured defaults of material provisions of the Franchise Agreement which present an imminent and substantial threat to public health and safety should result in termination of the Franchise Agreement, minor defaults should be the subject of liquidated damages as set forth herein. For purposes of this Section, assessment of liquidated damages in total of more than \$10,000.00 in any twelve (12) month period shall be deemed a material breach.

- (2) The City Manager shall review the Grantee's response to the Notice of Deficiency. If the City Manager determines that the Grantee has not cured the deficiency, or if there is no cure period provided in the Notice of Deficiency given the nature of the deficiency, the City Manager shall either:
 - i. Refer the matter directly to the City Council for decision pursuant to subsection (3) of this Section 10(A); or
 - ii. Decide the matter and notify the Grantee of that decision, in writing.
 - (a) The decision of the City Manager may be to terminate the Franchise Agreement or may be to impose some lesser sanction;
 - (b) The decision of the City Manager shall be final and binding on Grantee unless the Grantee files a "Notice of Appeal" with the City Manager within thirty (30) days of receipt of the City Manager's decision. The Notice of Appeal shall be in writing and shall contain a detailed and precise statement of the basis for the appeal.
 - (c) Within fourteen (14) business days of receipt of a Notice of Appeal, the City Manager shall refer the appeal to the City Council for proceedings in accordance with subsection (3) of this Section 10(A).
- (3) Should the City Manager refer the Notice of Deficiency to the City Council in the first instance, or if the matter reaches the City Council pursuant to a Notice of Appeal, the City shall set the matter for public hearing.
 - i. If the City Council sets the matter for public hearing:

- (a) The City shall give Grantee, and any interested Person requesting the same, ten (10) days' written notice of the time and place of the hearing. At the hearing, the City shall consider the report of the Manager indicating the deficiencies, and shall give the Grantee, or its representatives and any other interested Person, a reasonable opportunity to be heard.
 - (b) Based on the evidence presented at the public hearing, the City Council shall decide the appropriate action to be taken. If, based upon the record, the City determines that, as noted in the Notice of Deficiency, the Grantee's performance of the Solid Waste Handling services authorized/required in this Franchise Agreement, are not in conformity with the provisions of the Franchise Agreement, or constitute a material violation of applicable federal, state, or local law or regulation, including, but not limited to, the laws governing collection, transfer, storage, and/or disposal of Solid Waste, then the City may terminate this Franchise Agreement forthwith if it determines that an imminent and substantial threat to public health and safety has been created as a result of Grantee's deficiency, or, in the case of any other uncorrected breach, it may impose such lesser sanction or sanctions not involving termination as it deems reasonably appropriate. The decision of the City Council shall be final and conclusive.
- (4) Grantee's performance under this Franchise Agreement is not excused during the period of time prior to the City Manager's or the City Council's final determination, as the case may be, regarding the validity of, and appropriate response to, the deficiencies noted in the Notice of Deficiency.
- (5) In the event Grantee: (i) has received a Notice of Deficiency and fails to perform Solid Waste Handling services; or (ii) has had its Franchise Agreement terminated; the City reserves the right, in addition to all other rights available to the City, to take any one or combination of the following actions:
 - i. To rent or lease from Grantee, at its respective fair and reasonable rental value, all or any part of the Grantee's equipment (including collection containers utilized by Customers and office equipment and billing programs), utilized by Grantee in providing the Solid Waste Handling services required under this Franchise Agreement. The City may rent or lease such equipment for a period not to exceed six (6) months, for the purpose of performing the Solid Waste Handling services, or any part thereof, which Grantee is (or was), obligated to provide pursuant to its Franchise Agreement. The City may use said rented equipment to directly perform such Solid Waste Handling service or to assign it to some other Grantee or Person to act on the City's behalf. Grantee shall be held responsible for the costs to insure and indemnify the City or its assignee from all liability resulting from the operation of Grantee's equipment. In the case of equipment not owned by Grantee, Grantee shall assign to the City, to the extent Grantee is permitted to do so under the instruments pursuant to which Grantee possesses and uses such equipment, the right to possess and use the equipment.

- ii. As used in this subsection (5), "reasonable rental value" means the Rate for such equipment as listed in the State Division of Transportation publication, "Labor Surcharge and Equipment Rental Rates," in effect at the time the City leases the equipment. If a particular piece of equipment is not listed in said publication or if said publication is not current, the reasonable rental value may be established by the City Manager by any equitable alternative method.
 - iii. If the City exercises its rights under this subsection (5), the City shall pay or owe Grantee the reasonable rental value of the equipment so taken for the period of the City's possession thereof. The City may offset any amounts due to Grantee pursuant to this provision against any amounts due the City by Grantee.
 - iv. All revenues owed by Customers which are attributable to services performed by or at the direction of the City during City's assumption of Grantee's Solid Waste Handling duties shall be billed by and paid to the City. To the extent Grantee receives such revenue after City's assumption of Grantee's Solid Waste Handling duties, Grantee shall pay such revenue to City promptly after receipt thereof (or promptly after City has performed the services related to such revenue, if the revenue was received by the Grantee prior to the City's assumption of duties) and Grantee shall be deemed to have assigned to City all of Grantee's right and interest to any such revenues.
- (6) The City's rights set forth in this Section 10(A) are in addition to, and not in limitation of, any other powers or rights available to the City upon failure of Grantee to perform its obligations under this Franchise Agreement. Further, by entering into this Franchise Agreement, Grantee acknowledges, admits, and agrees, for use as evidence in any proceeding of any nature, and from time to time, that its material violation of any terms of this Franchise Agreement shall cause the City to suffer irreparable injury and damages sufficient to support injunctive relief to enforce the provisions of the Franchise Agreement, and to enjoin the breach thereof. Grantee hereby agrees that the City may deem the foregoing a stipulation for any purpose or proceeding.

B. Resolution of Customer Complaints

Procedures for resolution of complaints and other disputes shall be as follows:

- (1) Grantee agrees to use its best efforts to resolve all complaints received by close of business of the second working (waste collection) day following the date on which such complaint is received. Service complaints may be investigated by the City Manager, as necessary to resolve them. Grantee shall provide reasonable cooperation to City in the event of such investigation. Grantee shall maintain records listing the date of Customer complaints, the name, address, and telephone number of Customers, the nature of complaints or requests, and the dates when and nature of the action taken by the Grantee to resolve the complaint. All such records shall be maintained for at least three (3) years after Grantee's receipt of complaints or inquiries and shall be available for inspection by City during all

business hours. Service complaints shall be the responsibility of Grantee whether received by City and forwarded to Grantee, or received directly by Grantee.

- (2) If the Grantee fails to cure a Customer complaint, the City Manager shall review the complaint and determine if further action is warranted. The City Manager may request written statements from the Grantee and Customer, oral presentations, or both written and oral presentations.
- (3) The City Manager shall determine whether the Customer's complaint is justified, and, if justified, what remedy, if any, shall be applied. The remedy provided to the Customer under this Section 10(B) shall be limited to a refund of the Customer's charges related to the period of violation of any of the terms of Division 6 of Title 4 of the Code or of the breach of any term of this Franchise Agreement. In addition to any other remedy of City contained in this Franchise Agreement, City may impose upon Grantee liquidated damages of up to one hundred dollars (\$100.00) payable to the City for any single event or series of related events, or actual damages as demonstrated during the Customer complaint resolution process.
- (4) The City Manager may delegate the City's duties under this Section to a designee. The decision of the City Manager or his or her designee shall be final on any matter amounting to five hundred dollars (\$500.00) or less. In the event of a decision on a matter awarding more than five hundred dollars (\$500.00), Grantee may seek review pursuant to the Notice of Appeal procedure contained in Section 10(A) of this Agreement.

SECTION 11 - FRANCHISE TRANSFER

The rights of the Grantee regarding the transferability of its Franchise shall be as set forth below:

- (1) Neither this Franchise Agreement nor any right or privilege granted in this Franchise Agreement shall voluntarily or involuntarily be transferred, sold, hypothecated, sublet, assigned, or leased, in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein (all collectively referred to herein as "transfer"), pass to or vest in any Person, except the Grantee, either by act of the Grantee or by operation of law, without the prior written consent of the City. Any attempt by Grantee, or by operation of law, to transfer this Franchise Agreement without the prior written consent of the City shall be void and deemed a material breach of this Agreement.
- (2) This Franchise Agreement shall terminate on any Change in Ownership of Grantee, unless such Change in Ownership has been consented to, in writing, by the City prior to the effective date of such Change in Ownership.
- (3) The City shall review requests by Grantee that the City approve a transfer of all or part of Grantee's interest in this Franchise Agreement, or that the City consent to a Change in Ownership of Grantee, using such criteria as it deems necessary including, but not limited to, those listed below. The City shall not unreasonably withhold its consent to the transfer of this Franchise Agreement or to any Change in Ownership of Grantee.

If the Grantee requests that the City consider and consent to a transfer or a Change in Ownership of Grantee, the Grantee or the proposed transferee, as applicable, shall, at a minimum, meet each of the following requirements:

- i. The Grantee shall pay the City a maximum of \$50,000.00 for incurred attorney's fees and related administrative and investigative costs necessary to determine the suitability of any proposed transferee or proposed new owners, and to review and finalize any documentation required by City, in its sole and absolute discretion, to determine what form of documentation will be used in terms of effecting a proper transfer, as a condition for approving any such transfer or Change in Ownership.
- ii. The Grantee shall furnish the City with independently audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.
- iii. The Grantee shall furnish the City with proof satisfactory to City, in its sole and absolute discretion:
 - (a) that the proposed transferee, or the proposed management of the Grantee under the proposed new owner, has at least three (3) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Grantee under this Franchise Agreement;
 - (b) that in the preceding five (5) years, the proposed transferee, or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner), has not received any citations, Notice of Violations, or other censure from any federal, state, or local agency having jurisdiction over its waste management operations due to any failure to comply with state, federal, or local waste management laws, where such failure either: (i) evidences a pattern of disregard for such state, federal or local waste management laws; or (ii) involves actions which endangered the lives or property of any Person. Grantee shall supply the City with a complete list of such citations, Notices of Violations, and censures, if any;
 - (c) that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) has at all times conducted its operations in an environmentally safe and conscientious fashion;
 - (d) that the proposed transferee or any company managed by the proposed new owner (or by the proposed management of the Grantee under the proposed new owner) conducts its solid waste management operations in accordance with sound waste management standards and practices and in full compliance with all federal, state and local laws regulating the collection and disposal of waste;

- (e) of the adequate financial strength of proposed transferee or of the Grantee under the proposed new ownership; and
- (f) of the ability of the proposed transferee, or of the Grantee under the proposed new ownership, to obtain and maintain required insurance and bonds.

SECTION 12 - REPORTS

Grantee shall provide the City Manager with such reports and information and make its records available for review as provided below:

A. General

- (1) Grantee shall keep, maintain, and furnish copies of such operating records and reports as may be requested by City to ascertain compliance with this Franchise Agreement, and support requests for a Fee adjustment. City and Grantee agree that Grantee's financial data and operational records shall remain confidential with respect to third parties, and shall be protected from disclosure to the extent they contain proprietary information, including trade secrets, whether or not designated as such by Grantee.
- (2) All information required to be kept, maintained, or furnished to the City shall be maintained by Grantee for a minimum of five (5) years after the entry of the most recent item therein.

B. Reporting Requirements

During the term of this Franchise Agreement, Grantee shall submit to the City quarterly, and more often if required by law, information reasonably required by City to meet its reporting obligations imposed by AB 939 and AB 901, as amended, and the regulations implementing each, in a manner acceptable to City. Grantee agrees to submit such reports and information as reasonably requested by the City. Grantee agrees to render reasonable cooperation and assistance to the City in meeting the requirements of the City's source reduction and recycling element and non-disposal facility element.

C. Annual and Quarterly Reports

- (1) Grantee shall assist City in preparation of all Annual and Quarterly reporting required by CalRecycle, or successor agency, in accordance with this Franchise Agreement.
- (2) Grantee shall submit quarterly reports to City forty-five (45) days following the end of each calendar quarter. The quarterly reports shall include:
 - i. Amount (in tons) and type of material collected.
 - ii. Amount and types of material deposited in the Solid Waste Facility.
 - iii. Amount and types of material recycled, processed or diverted.

- iv. Summary assessment of services, and identification of impediments to meeting service requirements.
- (3) Annual presentations will be made to the MENDOTA City Council upon an agreed date that is acceptable to both Parties.

SECTION 13 - COMPENSATION

A. Compensation and Billing

Each Party shall provide and maintain accurate and complete accounting and billing records. Either Party may request and be entitled to review the other Party's accounting and billing related to this Franchise Agreement.

- (1) **Billing and Payment.** All Customer requests for service, or for changes in service, shall be processed by City and promptly reported to Grantee. City shall provide billing services to all residential, commercial, and industrial Customers who receive service pursuant to this Franchise Agreement, except that Drop Box services will be billed and collected by Grantee.

On a monthly basis, City shall remit to Grantee the full amount of services provided based on the Grantee Fees set forth on Exhibit "D." The monthly compensation payment to Grantee shall be paid by City within thirty (30) days of the end of the applicable billing cycle. Said Fees paid to Grantee are exclusive of fees collected by City for billing and Customer services provided by the City, contract management, enterprise fund management, and Franchise Fees. The Parties acknowledge City's right to add and retain such fees.

Each Party's accounting and billing shall be accurate and complete. Either Party may request and be entitled to review the other party's accounting and billing records related to this Franchise Agreement.

- (2) **Grantee's Fees.** Grantee shall provide Solid Waste Handling services pursuant to this Franchise Agreement at the Fees set forth in the attached Exhibit "D," the contents of which are incorporated herein by this reference. The Exhibit "D" Fees will apply at the inception of this Franchise Agreement, and are subject to adjustment as set forth herein.

The parties acknowledge their understanding that the Exhibit "D" Fees are not necessarily reflective of the total charges that City will actually bill to Customers. The City expressly reserves the right to charge Customers whatever Rates it deems reasonable or appropriate, and the actual charges to a customer will include additional amounts, over and above the amount that will be paid to Grantee, to cover such administrative, finance, collection, or other fees as the City determines proper. If no Fee has been established for a particular service billed by City, Grantee and City shall mutually agree on an appropriate charge for that service or service level. If no Rate has been established for a service billed directly by Grantee, then Grantee shall determine with Customer the appropriate charge, subject to City approval. Grantee shall promptly notify City of any new Rates to be billed by Grantee.

The Exhibit “D” Fees are inclusive of all Solid Waste handling services to be provided, including collection, transportation, processing, composting, disposal, and cart and bin costs, and costs associated with moving bins from standard enclosures such distance as is reasonably necessary to empty them (but not including costs associated with moving bins beyond such distance in unusual circumstances or due to special requests by Customers). No other charges shall be imposed by Grantee for such services unless approved by City.

B. Adjustment to Fees

The following annual and special Rate adjustments shall be made to the Fees provided for in this Franchise Agreement.

(1) Annual Cost of Living Adjustment (COLA)

Beginning July 1st, following the Effective Date of this Franchise Agreement, and each July 1st thereafter, the Fee shall be annually adjusted upwards by adding a cost-of-living adjustment (“COLA”) to the then current Fee. The COLA shall be based on the change in the annual Consumer Price Index (“CPI”).

An example of the CPI adjustment for July 1, 2021, is shown below:

Annual CPI-U 2019:	295.004
Annual CPI-U 2020:	300.084
Change:	5.080
% Increase:	1.72% (5.080 ÷ 295.004)

(2) Extraordinary Adjustment

The Parties acknowledge that there may be infrequent extraordinary events which, although they do not prevent either Party from performing, and thus do not implicate the Force Majeure provisions hereof, nevertheless increase the cost of providing service such that Grantee’s compensation and the Fee adjustment mechanism provided in this Franchise Agreement result in Grantee’s suffering losses which are substantially outside the commercially reasonable expectations of the Parties. The obligation of the Parties in such event is to act reasonably toward each other in arriving at an appropriate adjustment in Fees. Accordingly, at its option, Grantee may apply to the City at any time, but not more frequently than once annually, for an extraordinary Fee adjustment should an event or circumstance arise (including a change in landfill tipping fee) that is not the result of a Change in Law or Change in Service Level which negatively impacts the economic operation of Grantee and which is in excess of the Fee adjustment resulting from the application of the annual adjustment formula set for in Section 13(A) above. An interim adjustment in Fees will be deemed justified if it is necessary for the Grantee to make a substantial change in its operations, or substantial capital expenditure or investment in order to perform its obligations under this Franchise Agreement due to the occurrence of an event or circumstance other than a Change in Law or Change in Service Level which is beyond the reasonable control of Grantee. In the event of such an application for an extraordinary Fee increase, it is understood that the Grantee shall have the burden of demonstrating to the reasonable satisfaction of City the basis for the extraordinary increased cost.

(3) Franchise Fee Adjustment

The Franchise Fee adjustment shall be the pass through of one hundred percent (100%) of any increase or decrease in the Franchise Fee, and shall be effective as of the date the Franchise Fee increase or decrease is payable by the Grantee.

(4) Change in Scope Level Adjustment

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the level of the Solid Waste Handling services which may be required of, or agreed to by, Grantee. City shall provide Grantee ninety (90) days' notice of any requested changes in scope of this Franchise Agreement. A Change in Scope Adjustment shall be effective on and after the actual date of the requirement to or agreement to change operations which results from the change in service, but, absent the consent of the City Manager, not sooner than the effective date of the change in service. In no event shall any Change in Scope Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the change in scope cannot agree on either the existence, or the effect on demonstrable costs, of a change in service level, the dispute resolution provisions of Section 13(C)(1) shall apply.

(5) Change in Law Adjustments

- i. The Fee shall be increased (or decreased) by one hundred percent (100%) of the increase (or decrease) or incremental increase (or incremental decrease), as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether fixed or variable) associated with the change in the manner or nature of conducting Solid Waste Handling services necessitated by a Change in Law. A Change in Law Adjustment shall be effective on and after the actual date of the change in operations which resulted from the Change in Law, but, absent the consent of the Manager, not sooner than the effective date of the Change in Law. In no event shall any Change in Law Adjustment be effective prior to the City's approval of an amendment to the Franchise Agreement.
- ii. In the event that the City Manager and the Grantee claiming to be affected by the Change in Law cannot agree on either the existence, or the effect on demonstrable costs, of a Change in Law, the dispute resolution provisions of Section 13(C)(1) shall apply.

C. Dispute Resolution Regarding Adjustment to Fees

- (1) Any dispute regarding any Change in Service Level Adjustment or Change in Law Adjustment provided for in Section 13 above, which cannot be resolved between the Grantee and City within thirty (30) days of the receipt by City of such documents as City may reasonably request, shall be submitted to a mutually agreed upon expert in the subject matter area of the dispute to resolve the dispute as to either or both: (i) the existence of a Change in Service Level or a Change in Law; and/or (ii) the effect on the Grantee's demonstrable costs of a Change in Service Level or a Change in Law. The decision of the expert shall be binding on the Grantee and the City. The reasonable cost of the expert shall be borne equally by the Grantee and the City and the Parties shall pay the expert(s) each Party's respective share on demand by the expert(s). If the Grantee and City cannot mutually agree upon an expert, either may petition the Superior Court of the County of Fresno to have an expert chosen by the court. The City and Grantee shall each have the right to suggest one expert to the court; the court shall choose one of the suggested experts.
- (2) Any dispute regarding the current Fee schedule or Fee adjustments (except those disputes related to a Change in Service Level Adjustment or Change in Law Adjustment) shall be decided by the City Manager within ten (10) working days after receipt of a written statement from the Grantee of the nature and basis of the dispute with a request that it be resolved by the City Manager. Grantee shall have the right to appeal the Manager's decision in writing to the City Council within thirty (30) days after the City Manager has given the Grantee written notice of the decision. Such appeal shall conform to the appeal provisions set forth in Section 10(A) of this Franchise Agreement in respect to the form of the Notice of Appeal, the time limits for processing the appeal, and the amount of Fees, if any, connected therewith. The City may consider the appeal or refer said appeal to a hearing officer as provided in Section 10(A) of this Franchise Agreement.
- (3) The most recent Fees approved by the City Manager in effect at the time a dispute is submitted to either the expert or City Manager, as the case may be, shall remain in effect pending resolution of such dispute. The effective date of any dispute resolution, whether retroactive or prospective, shall be determined by the expert, the City Manager, the City, or a hearing officer, as appropriate.

D. Discontinuance of Service

Grantee may discontinue service for non-payment of Customer's billing (when directed by City for accounts billed by City, or in the event of non-payment by a Customer billed by Grantee), or Customer's failure to substantially comply with the requirements of the applicable provisions of state or local law which govern use, storage, and collection of Solid Waste in accordance with this Franchise Agreement.

SECTION 14 - FORCE MAJEURE

Grantee shall not be in default under this Franchise Agreement in the event that the services provided by the Grantee are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, and fires, severe weather or other catastrophic events which are beyond the reasonable control of Grantee and which Grantee could not

reasonably be expected to have prevented or controlled. Catastrophic events do not include the financial inability of the Grantee to perform or failure of the Grantee to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Grantee.

SECTION 15 - OTHER PROVISIONS

A. Independent Contractor

Grantee is an independent contractor and not an officer, agent, servant, or employee of City. Grantee is solely responsible for the acts and omissions of its officers, agents, and employees, if any. Nothing in this Franchise Agreement shall be construed as creating a partnership or joint venture between City and Grantee. Neither Grantee nor its officers, agents, or employees shall obtain any rights to retirement or other benefits which accrue to City employees.

B. Right to Pass

Grantee shall have the right to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling services pursuant to its Franchise Agreement, so long as it is not in receipt of a written notice revoking permission to pass. Grantee shall have no rights greater than those then held by City.

C. Compliance with Municipal Code

Grantee shall comply with provisions of the Mendota Municipal Code that are applicable to operations hereunder, and with any and all amendments, from time to time, to such provisions during the Term of this Agreement.

D. Notices

Any notice, information, request, or reply ("Notice") required or permitted to be given under the provisions of this Franchise Agreement shall be in writing and shall be given or served personally, by mail, or by email. If given or served by mail, such Notice shall be deemed sufficiently given if: (1) (i) deposited in the United States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by overnight service provided proof of service is available; and (2) addressed to (i) the Grantee at its most recent address of record with City, or (ii) to the City Manager at the then-current address of City, as the case may be. If given by email, such Notice shall be deemed sufficiently given if the receiving Party confirms receipt. The addresses of the Parties at the time of signing this Franchise Agreement are:

To City: Attn: City Manager
 City of Mendota
 643 Quince Street
 Mendota, CA 93640

To Grantee: Attn: Contract Administrator
 Mid-Valley Disposal, LLC
 15300 West Jensen Avenue
 Kerman, CA 93630

Either Party may from time to time designate a new address for Notice by Notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by facsimile transmission, upon receipt of confirmation of delivery which confirmation may be transmitted by the same means. Service by facsimile transmission shall not be effective unless the original of the document being served is deposited in the United States mail, postage prepaid, within twenty-four (24) hours after the facsimile transmission has been confirmed. Emails shall be deemed effective upon confirmation of receipt.

E. Exhibits Incorporated

Exhibits "A" through "D" are attached to and incorporated in this Franchise Agreement by this reference as if fully set forth herein.

F. Laws and Licenses

City and Grantee shall, at their own separate costs, comply with all federal, State, and City laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and Grantee shall obtain and maintain in full force and effect throughout the term of this Franchise Agreement all licenses and permits necessary to perform the services hereunder.

G. Governing Law

This Franchise Agreement shall be governed by the laws of the State of California, with venue in the Superior Court of the County of Fresno or the Federal District Court with jurisdiction over City.

H. Waiver

No waiver by either Party of any one or more defaults or breaches by the other Party in the performance of this Franchise Agreement shall operate or be construed as a waiver of any already established or future defaults or breaches, whether of a like or different character or degree.

I. Counterpart Signatures

This Franchise Agreement may be executed in counterpart pages (counterparts), each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become fully executed when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same signature pages of this Franchise Agreement. The exchange of copies of this Franchise Agreement and of signature pages by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Franchise Agreement as to the Parties and may be used in lieu of the original Franchise Agreement for all purposes. Signatures of the Parties transmitted electronically shall be deemed to be their original signatures for all purposes.

SECTION 16 - SEVERABILITY

If any non-material provision of this Franchise Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Franchise Agreement.

SECTION 17 - ENTIRE AGREEMENT; AMENDMENT

This Franchise Agreement and its incorporated Exhibits constitute the entire agreement between the Parties concerning the subject matter hereof and supersede any and all other communications, representations, proposals, understandings, or agreements, either written or oral, between the Parties hereto with respect to such subject matter. This Franchise Agreement may not be modified or amended, in whole or in part, except by written agreement signed by both Parties hereto. Notwithstanding the forgoing, the Parties acknowledge the provisions of "Chapter 8.16, Garbage and Rubbish Disposal" of the Mendota Municipal Code as currently enacted are incorporated herein by this reference and, further, that if and when such Mendota Municipal Code provisions are amended, that the amended provisions shall apply to this Agreement, without any action being required of either Party. The City Manager shall provide Notice to Grantee upon changes to the Mendota Municipal Code that require a change in this Franchise Agreement.

SECTION 18 - CONSTRUCTION OF FRANCHISE

The Parties hereto have negotiated this Franchise Agreement at arm's length and with advice of their respective attorneys, and no provision contained herein shall be construed against either Party solely because it prepared the actual physical Franchise Agreement executed by the Parties.

WITNESS the execution of this Agreement on the day and year written above.

CITY OF MENDOTA

MID-VALLEY DISPOSAL, LLC

City Manager

City Attorney
Approved to Form

City Clerk
Attest

Joseph Kalpakoff

President

EXHIBIT "A" - PROVIDED SERVICES

This Exhibit sets forth the level of services to be provided by Grantee pursuant to its Franchise, and the manner of providing such services which are in addition to the manner of providing services specified in this Agreement.

Grantee shall provide the Solid Waste Handling services in conformity with all provisions of this Agreement, including:

A. Single Family Residential

- (1) Weekly 3 Cart Service - Unless otherwise required under applicable law or regulation, once per week Grantee shall collect the Solid Waste (except bulky items and Hazardous Waste), which has been separated, placed, kept, or accumulated in containers at residential units within the Franchise Area and placed at curbside prior to Grantee's normal weekly collection time. All Solid Waste must be placed within containers at curbside without obstructions so as to permit collection, unless otherwise agreed upon by City and Grantee. Grantee shall supply containers, and shall require the use of specific containers as specified in this Exhibit "A." Grantee may provide special pickup procedures, above and beyond the services described above, with Customers consistent with the Fees paid Grantee in Exhibit "D." Grantee shall notify City immediately of any Changes in Service Level, and similarly, City shall notify Grantee of any Changes in Service Level.

B. Commercial, Industrial, and Multi-Residential

- (1) Multi-Residential Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for collection in Solid Waste Bins at Multi-Residential Units.
- (2) Commercial and Industrial Weekly Service - Unless otherwise required under applicable law or regulation, at least once per week Grantee shall collect the Solid Waste which have been placed, kept or accumulated for collection in Solid Waste Bins at commercial units.

C. Source Separated Materials – Contamination

Grantee shall conduct contamination monitoring as defined in Exhibit B of this Agreement.

D. Construction and Demolition Waste Temporary Drop Box Services

Grantee shall provide construction and demolition debris removal, including temporary Drop Box services using Fees reflected in Exhibit "D" unless debris is generated by a declared emergency disaster such as floods, fires, earthquake or other such occurrence as deemed meeting the criteria of disaster debris. The City may provide for Rates and

services solely for the timely and efficient removal of “disaster debris” with the Grantee or other qualified public or private entity.

E. Special Collection Programs

The following minimum special collection programs shall apply to this Franchise Agreement:

- (1) City Facilities: Grantee shall provide front load commercial service to the City at no cost for the all City-owned facilities:
- (2) Contractor shall participate in up to four (4) annual community clean-ups day drop off events at the Cities request. Events shall take place Thursday-Saturday at the City public works yard. Contractor shall pay all disposal and processing costs.
- (3) Illegal Dumping: At Cities direction, Contractor agrees to provide targeted clean up of illegal dumping up to ten (10) tons annually.
- (4) Christmas Trees: Grantee shall collect and dispose of Christmas trees left at curbside by Customers during the three regular pickups following each Christmas day.
- (5) Senior and Handicapped Service: When a Customer produces evidence that he or she is at least 65 years of age or a medical practitioner's statement showing that he/she is physically unable to place his/her solid waste bins at the curb for collection, together with his/her affidavit certifying that no able-bodied Person under 65 years of age on the premises is available for such purposes, Grantee will provide walk-in service to such premises at no additional cost.
- (6) Provide free special event containers and portable toilets for City Sponsored Events.
- (7) Senior Citizen Service: For each dwelling unit receiving residential service, where a senior citizen (age 65 or older) is the primary occupant, a senior citizen discount shall be offered as set forth in Exhibit "D".
 - i. To qualify, the Rate payer must be at least 65 years of age.
 - ii. The discount only applies to residential Rate payers in single family units.
 - iii. The discount shall apply to residences in which no more than two (2) Persons are living.
 - iv. Proof of age must be made at City Hall before the discount will become effective.

- (8) Bulky Services: GRANTEE will offer bulky pick up for all residential and commercial Customers to help stop illegal dumping. Each of the following options will be used, as appropriate:
- i. Roll -off drop box (20, 25, 30, and 40 yard sizes);
 - ii. Three cubic yard rent-a-bin (small cleanup); and
 - iii. Curbside bulky collection on an on-call basis (couches, mattresses, appliances such as washers, dryers, dishwashers, and other large appliances and materials that cannot fit into the back of a pickup, based upon CITY approval).

Once (1) per year, there shall be for residential Customers a free bulky service pick-up in half the City during the first biennial community cleanup, with the rest of the City being picked up during the second community cleanup. Notice of such shall be sent to residential Customers with the community cleanup advertisement. Residents shall contact the GRANTEE if they have bulky items to be picked up a week in advance.

F. Emergency Disaster Debris Removal Services

- (1) In the event of a declared emergency disaster such as a fire, flood, earthquake, or other such occurrence as deemed meeting the criteria of a disaster in which debris is created, the Grantee will be given the first right of refusal in its franchise area to offer temporary bin/roll off services using Fees reflected in Exhibit "D", to transport debris to a staging area or disposal facility designated by the Manager.
- (2) During any period of time that Grantee is unable to service its franchise area during such declared emergency, either for loss of transportation, lack of assistance or an overabundance of debris material or other similar circumstances, the City reserves the right to contract with third-party entities for temporary bin/roll off services, including transportation of debris to a Solid Waste Facility. Grantee shall notify City when it regains its ability to recommence service in its franchise area and City will, within a reasonable time period, terminate any contract with third-party entities for the same services.
- (3) The City reserves the right to direct roll off bin service to areas that have been designated as critical due to the emergency conditions.

EXHIBIT “B” - SB 1383 COMPLIANCE PROGRAMS

To support the City in complying with regulations under SB1383, Contractor shall implement the programs identified in this Exhibit B. These programs are designed to meet the implementation and education requirements of SB1383 and help the City achieve annual diversion requirements set by CalRecycle. The City’s actual annual diversion rate depends on participation of businesses and residents, their respective adherence to program requirements and local code, the City’s enforcement of applicable codes, and the City’s implementation of other programs outside the scope of this Agreement. Accordingly, City shall amend or update the Mendota Municipal Code to incorporate requirements necessary for the implementation of these programs.

1. Collection Requirements and Container Labeling

Contractor shall provide a 3-container collection program for Solid Waste, Recyclables, and Mixed Organics. Collection containers shall be Grey (MSW), Blue (Recyclables), and Green (Organic Waste). Hardware such as hinges and wheels may be different colors.

New containers or lids placed by Contractor shall include language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that container. Labels shall clearly indicate items that are prohibited container contaminants for each container.

2. Education and Outreach

To promote bilingual (Spanish/English) public education about recycling requirements, Contractor shall create public education materials and conduct education programs and activities described in this Section.

Annual Notice: Contractor shall prepare and distribute to each Generator in the City a mailer that includes information specified in 14 California Code of Regulations (“CCR”) section 18985.1(a). Such mailer shall be distributed by Contractor to all Residential and Commercial mailing addresses including individual Multi-Family Dwelling Units. Contractor shall also make this notice available in an electronic format through the Contractor’s website.

Instructional Service Guide: Contractor shall prepare a service guide that describes available services, including how to place Containers for Collection, which materials should be placed in each Container and prohibited materials, and provides Collection holidays

Property Owners and Businesses: Contractor shall annually provide Property Owners and Commercial Business owners with public education materials in electronic format for their distribution to all employees, contractors, tenants, and Customers of the properties and businesses. The Contractor’s public education materials shall include, at a minimum, information about Organic Waste recovery requirements and proper sorting of Discarded Materials. A Commercial Business or Multi-Family Property Owner may request these materials more frequently than the standard annual provision if needed to comply with the requirement of 14 CCR section 18984.10 for Commercial Businesses and Multi-Family Property Owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial

Business or Multi-Family Property Owner may request delivery of materials by contacting the Contractor's customer service department not later than two (2) weeks in advance of the date that the materials are needed.

Technical Assistance Program: Contractor shall provide ongoing technical assistance for Commercial and Multi-family generators that are required to participate in source separated recycling under applicable laws including AB 341, AB 1826, and SB 1383 and corresponding regulations. Technical assistance may include on-site training, instructional guides, printed or electronic materials and other resources that satisfy regulation requirements.

Contamination Monitoring: Contractor shall perform contamination inspections by utilizing on-board monitoring systems or physical container inspections. For physical container inspections, Contractor's personnel shall lift the Container lid and observe the contents. For Collection vehicles equipped with a video camera and monitoring system, Contractor's personnel shall observe, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures set forth below.

3. Waste Evaluations

Sampling Method: Contractor shall, at its sole expense, conduct waste evaluations that meet the requirements of 14 CCR section 18984.5(c). The Contractor shall conduct waste evaluations for contaminants using the Standard-Compliance Approach or other methods approved by Cal Recycle at least twice per year and the studies shall occur in two distinct seasons of the year. Contractor shall provide adequate notice to City of when waste evaluations will occur, and City reserves the right to observe waste evaluations.

Contamination Notifications: If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the Contractor shall notify City within fifteen (15) working days. Contractor may perform targeted waste audits to determine the source of contaminants and provide technical assistance to those generators or notify all generators of their obligation to properly source separate materials. The Contractor may provide this information by placing a written notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators.

Contractor will coordinate with City to develop procedures regarding alleged violations of these recycling programs.

4. Procurement

At City's option, Contractor agrees to make available for purchase up to 1,000 tons of compost or mulch annually to help City meet its procurement requirements. Contractor also agrees to provide City with any available procurement credits from renewable fuel purchases used by vehicles within City.

5. Waivers

The City shall be responsible for granting waivers to commercial or multi-family generators that meet the de minimis requirements subject to the requirements under SB1383, pursuant to 14 CCR section 1898411, or other requirements that may be specified by City. This includes physical space waivers where services may be impacted.

Contractor shall provide City with required generator information on services and activity that is needed as part of the waiver application. Contractor may also assist generators with waiver applications or submit on their behalf.

6. Edible Food Recovery

Contractor shall provide City with necessary data and reporting to determine which Customers are considered tier 1 and tier 2 commercial edible food generators.

At least annually, the Contractor shall provide Commercial Edible Food Generators with the following information:

- Information about the City's Edible Food Recovery program;
- Information about the Commercial Edible Food Generator requirements under 14 CCR, Division 7, Chapter 12, Article 10;
- Information about Food Recovery Organizations and Food Recovery Services operating within the City, and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

7. Reporting

Contractor will provide the data or prepare reports required to meet SB1383 requirements which includes:

- The number of generators that receive organic waste collection service
- The number of route reviews conducted for prohibited container contaminants
- The number of times notices, violations, or targeted education materials were issued to generators for prohibited container contaminants.
- The results of waste evaluations performed to meet the container contamination minimization requirements and the number of resulting targeted route reviews
- The number of commercial edible food generators located within the jurisdiction

EXHIBIT "C" - DEFINITIONS

For the purposes of this Franchise Agreement, the following terms, when used with initial capitalization, shall have the meanings set forth in this Section:

- A. AB 939. "AB 939" means the California Integrated Waste Management Act of 1989, being Division 30 of the California Public Resources Code, commencing with Section 40000 thereof, as it may be amended, supplemented, superseded, and replaced from time to time.
- B. AB 1826. "AB 1826" means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as "AB 1826," as amended, supplemented, superseded, and replaced from time to time
- C. BULKY WASTE. "Bulky Waste" means discarded furniture (including but not limited to chairs, sofas, mattresses, and rugs); appliances (including, but not limited to, refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "white goods"); discarded stereos, televisions, computers, VCR's, and other similar items (commonly known as "Electronic-Waste"); wood waste, tree trunks and large branches if more than six inches in diameter or four feet in length, scrap wood, rocks, sod and earth. Bulky Waste does not include construction and demolition waste, or large items such as car bodies, Jacuzzi tubs or spas, or other items that cannot be handled by two Persons. In addition, Bulky Waste does not include waste tires.
- D. CHANGE IN LAW. "Change in Law" means the imposition (or removal), after the establishment of a Fee relative to a Franchise Agreement, of any duty or burden imposed upon the Grantee in the performance of the Solid Waste Handling services required of it under the Franchise Agreement which is or becomes additional to (or is subtracted from) or different from those duties required or contemplated in its Franchise Agreement, or which must be performed in a different manner from that in which it is initially contemplated to be performed, and which results from any of the following:
 - (1) the enactment, issuance, adoption, repeal, amendment, or modification of any federal, state or local law, statute, ordinance or regulation.
 - (2) a regulatory agency or other administrative agency interpreting a regulation, a judicial decision of a federal court interpreting federal law or statute, or a judicial decision of a court having jurisdiction within California interpreting a federal, state or local law, statute, ordinance, or regulation, in a manner different from the interpretation which had previously been generally relied upon in California within the solid waste collection and hauling industry.
- E. CHANGE IN LAW ADJUSTMENT. "Change in Law Adjustment" means the adjustment to Fee as determined under the provisions of Section 13(B)(6) of this Franchise Agreement.

- F. CHANGE IN OWNERSHIP. "Change in Ownership" occurs when either a transaction or event, results in fifty percent (50%) or more of the beneficial ownership of the Grantee being different than such ownership as of the date of the approval by the City of the Franchise Agreement or, if applicable, as of the date of the most recent consent of the City to a Change of Ownership. The owners of the beneficial ownership of Grantee on the date of the approval of the Franchise Agreement or, if applicable, on the date of the most recent consent of the City to a Change of Ownership, shall be referred to in this subsection as an "Initial Owner". A Change in Ownership will be determined by application of the following:
- (1) Any beneficial interest owned by an individual related by blood or marriage to an Initial Owner shall be considered as owned by an Initial Owner in determining if a Change in Ownership has occurred.
 - (2) Any public offering of stock where the stock is offered for sale to the general public and does not constitute a private placement shall be disregarded in determining if a Change in Ownership has occurred.
 - (3) Sales, transfers, issuances, or pledges of non-voting shares of stock will not be considered in determining if a Change in Ownership has occurred, until and unless and only to the extent that such stock is converted into voting shares of stock.
 - (4) The pledge of, or any other action taken relative to, voting shares of stock which results in any voting rights of such stock being exercised by other than an Initial Owner shall be considered to be a transfer of such stock for the purposes of determining if a Change in Ownership has occurred.
- G. CHANGE IN SCOPE ADJUSTMENT. "Change in Scope Adjustment" means the adjustment to Fee as determined under the provisions of Section 13(B)(5) of this Agreement.
- H. COMMERCIAL EDIBLE FOOD GENERATORS. "Commercial Edible Food Generator" means a Businesses identified as Tier One and Tier Two edible food generators as defined in Title 14, CCR section 18982.
- I. CONSUMER PRICE INDEX. "Consumer Price Index" or "CPI" means the Consumer Price Index, All Items, Not Seasonally Adjusted, San Francisco-Oakland-Hayward, California, as published by the U. S. Department of Labor, Bureau of Labor Statistics, Series Id. CUURS49BSA0, Base Date 1982-84=100, or the most similar successor index if this index is no longer published.
- J. CITY. "City" means the City of MENDOTA, State of California.
- K. CITY SOLID WASTE DISPOSAL SYSTEM. "City Solid Waste Disposal System" means at any particular time, the then-existing Solid Waste Facilities which the City owns, leases or has a contractual right to use.
- L. CUSTOMER. "Customer" means any Person receiving Solid Waste Handling services pursuant to this Agreement.

- M. DESIGNATED SOURCE SEPARATED ORGANIC WASTE FACILITY: "Designated Source Separated Organic Waste Facility" means a facility identified by Contractor that meets the definition of 14 CCR section 18982(a)(33).
- N. DROP BOX. "Drop Box" means a steel, open-top container holding at least eight (8) cubic yards that rolls off and on a transport truck.
- O. EFFECTIVE DATE. "Effective Date" means April ____, 2022.
- P. ELECTRONIC WASTE. "Electronic Waste" for purposes of this Franchise Agreement means electronic waste materials generated by residential or commercial Customers that render the items hazardous depending upon their condition and density, such as, but not limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell phones, scanners, fax machines, and other items as determined by applicable laws and regulations.
- Q. EXCLUDED WASTE. "Excluded Waste" means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Approved/Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance, or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.
- R. FEE. "Fee" means the inclusive Fee schedule attached to this Franchise Agreement as Exhibit "D," which provides the Fees to be paid to Grantee by City in consideration of the Solid Waste Handling services provided by Grantee hereunder. The Fees in Exhibit D include a Franchise Fee equal to 20%. Rates charged to Customers by City may be higher than Fees paid to Grantee in order to cover appropriate City costs.
- S. FOOD SCRAPS. "Food Scraps" means all discarded food such as fruits, vegetables, beans, pasta, and other materials accepted at the designated organics processing facility.
- T. FRANCHISE AGREEMENT. "Franchise Agreement" means this agreement entered into between the City and the Grantee which authorizes and requires the Grantee to provide Solid Waste Handling services in a specified Franchise Area.
- U. FRANCHISE FEE. "Franchise Fee" means a defined portion of revenue from Rates retained by City as compensation to City for the exclusive right assigned to Grantee to provide Solid Waste Handling services within the Franchise Area.

- V. GRANTEE. "Grantee" means Mid-Valley Disposal, LLC, a California Limited Liability Company.
- W. GREEN WASTE. "Green Waste" means discarded Solid Waste consisting of grass clippings, leaves, branches, tree trunks, and other vegetative matter not more than six (6) inches in diameter or four (4) feet in length.
- X. GROSS RECEIPTS.
- (1) "Gross Receipts" means all monies received by Grantee for providing the Solid Waste Handling services specified in its Franchise Agreement Exhibit "D".
 - (2) "Gross Receipts Less Disposal Charges" means Gross Receipts less that part of the monies received by the Grantee that are collected from Customers for payment of the fee imposed for disposing of the Solid Waste at a Solid Waste Facility.
- Y. HAZARDOUS WASTE. "Hazardous Waste" means any waste material or mixture of waste which is toxic, corrosive, flammable, an irritant, a strong sensitizer, or which generates pressure through decomposition, heat, or other means, if such waste or mixture of waste may cause substantial personal injury, serious illness, or harm to humans, domestic animals, or wildlife during or as a proximate result of any disposal of such waste or mixture of wastes as defined in Article 2, Chapter 6.5, Section 25117 of the California Health and Safety Code and 22 CCR section 66261.3. The terms "toxic," "corrosive," "flammable," "irritant," and "strong sensitizer" shall be given the same meaning as in the California Hazardous Substances Act (Chapter 12, commencing with Section 28740.1, Division 21 of the California Health and Safety Code).
- Z. MANAGER. "Manager" means the City Manager of the City of MENDOTA, or designee of City Manager.
- AA. MATERIALS RECOVERY FACILITY. "Materials Recovery Facility" or "MRF" is a facility designed to remove recyclables and other valuable materials from the waste stream collected through a residential, commercial, or industrial Solid Waste Handling program that is approved to operate by the appropriate state and local agencies.
- BB. MULTI-JURISDICTION LOAD REPORT. "Multi-Jurisdiction Load Report" means a report which sets out the amount, and place of collection, of Solid Waste delivered to the City Solid Waste Disposal System.
- CC. ORGANIC MATERIAL. "Organic Material" means Green Waste and Food Waste which are specifically accepted at an organics processing facility. No Discarded Material shall be considered to be Organic Materials, however, unless separated from Solid Waste and Recyclable Material.
- DD. PERSON. "Person" includes, without limitation, individuals, associations, clubs, societies, firms, partnerships, joint ventures, sole proprietorships, corporations,

limited liability companies, schools, colleges, and all governmental agencies and entities.

- EE. PROCESSING. "Processing" means the reduction, separation, recovery, conversion, or recycling of Solid Waste.
- FF. PROHIBITED CONTAINER CONTAMINANTS. "Prohibited Container Contaminants" means (i) items placed in the Blue Container that are not identified as acceptable Recyclable Materials; (ii) items placed in the Green Container that are not identified as acceptable organic waste; (iii) items placed in the Gray Container that are acceptable to be placed in City's Green Container and/or Blue Container; and (iv) Excluded Waste placed in any Container.
- GG. RATES. "Rate" or "Rates" means rates charged by City of MENDOTA or by Grantee, as applicable, to Customers for Solid Waste Handling Services provided.
- HH. RECYCLABLE MATERIALS. "Recyclable Materials" means discarded Solid Waste which may be sorted, cleansed, treated, processed, and/or reconstituted, and which is segregated for the purpose of reuse or recycling, including, but not limited to, separated paper, glass, cardboard, plastic, ferrous materials, or aluminum.
- II. RESIDUAL SOLID WASTE. "Residual Solid Waste" means the Solid Waste destined for disposal, transformation, or further transfer/processing as defined in Section 17402(a)(30) or (31) of the California Code of Regulations Title 14, Article 6, which remains after processing has taken place.
- JJ. SB 1383. "SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the California Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- KK. SECURITY. "Security" means a corporate surety bond, a letter of credit or other security device acceptable to City, as provided in Section 9(F).
- LL. SOLID WASTE. Except as provided in sub-subsections (1), (2), (3), and (4), "Solid Waste" means all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances (subject to salvage and other special handling requirements under applicable law and regulation), dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, including Recyclable Materials and Green Waste.
 - (1) "Solid Waste" does not include Hazardous Waste and does not include low-level radioactive waste regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code.

- (2) "Solid Waste" does not include medical waste (except treated medical waste) which is regulated pursuant to the Medical Waste Management Act (Chapter 6.1 (commencing with Section 25015) of Division 20 of the California Health and Safety Code).
 - (3) Solid Waste does not include petroleum or a petroleum product or fraction thereof at reasonably detectable levels, asbestos and, with respect to a particular Solid Waste Facility, any waste or material which a regulatory agency, the Facility's solid waste facility permit or City policy, does not allow to be accepted for transfer, Processing, composting, transformation or disposal at that Facility.
 - (4) Solid Waste does not include items which would be Recyclable Materials but for the fact that they are personally separated from other Solid Waste by the generator thereof and are donated or sold to third parties. For purposes of this Section, no donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including without limit as a consulting fee, container rental or other fees or tangible consideration) either: (i) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (ii) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service Rate on un-segregated Solid Waste containing such an item be deemed to be the donation or sale of such an item to a third party.
- MM. SOLID WASTE FACILITY. "Solid Waste Facility" means any facility that is designed to manage any type of Solid Waste and includes transfer, Processing, composting, transformation and disposal facilities.
- NN. SOLID WASTE FACILITY FEE. "Solid Waste Facility Fee" means the fee charged for use of a Solid Waste Facility.
- OO. SOLID WASTE HANDLING. "Solid Waste Handling" means one or more of the following: the collection of Solid Waste from a commercial, residential, construction or industrial source; the transportation of such Solid Waste to a Solid Waste Facility; and the transfer, Processing, composting, transformation or disposal of such Solid Waste at the Solid Waste Facility.
- PP. SPECIAL WASTES. "Special Wastes" means all the items and materials which are designated as such in a Franchise Agreement.
- QQ. TRANSFORMATION. "Transformation" as used in this Franchise Agreement shall have the same meaning as set forth in Public Resources Code section 40201, as it may be amended from time to time.

EXHIBIT "D" - FEES

MENDOTA RATE ADJUSTMENT

	Customer Rate February 1 2022
RESIDENTIAL SERVICE	
3 Carts	\$25.50
Senior	\$23.00
Extra Cart (Grey)	\$13.75
Extra Cart (Green/Blue)	\$10.00
Bulky collection for miscellaneous appliances and furniture at curbside	Per Item
Second container charge per resident	\$11.71
Extra pick-up/go back fee	\$11.00
Contamination 1st occurrence	\$12.50
Contamination 2nd occurrence	\$25.00
COMMERCIAL/INDUSTRIAL SERVICE	
1x week 96 Gallon grey and blue cart	\$35.25
2x week 96 Gallon grey and blue cart	\$68.75
1 Pick-up Per Week Service	
1 Yard Bin	\$85.00
2 Yard Bin	\$98.75
3 Yard Bin	\$127.50
4 Yard Bin	\$156.25
6 Yard Bin	\$206.25
2 Pick-ups Per Week Service	
1 Yard Bin	\$136.92
2 Yard Bin	\$174.11
3 Yard Bin	\$234.44
4 Yard Bin	\$259.19
6 Yard Bin	\$324.21
3 Pick-ups Per Week Service	
1 Yard Bin	\$186.56
2 Yard Bin	\$251.72
3 Yard Bin	\$319.81
4 Yard Bin	\$375.60
6 Yard Bin	\$479.43
Organics Recycling	
1 96 Gallon 1 X week	\$21.25
1 96 gallon 2 X week	\$35.00
1 96 gallon 3 X week	\$50.00
Front Load Organics Bins	
Per cu. Yard of service (monthly)	\$58.75

Blue Bin Recycling	
96 Gallon 1 X week	\$10.00
96 gallon 2 X week	\$18.75
96 gallon 3 X week	\$27.50
3yd Bin 1 x week	\$62.50
3yd Bin 2 x week	\$106.25
6yd Bin 1 x week	\$118.75
6yd Bin 2 x week	\$156.25
Contamination Charge Bin Service	
1st Occurance	\$31.25
2nd or more Occurance	\$46.25
Locking Lid Fees per month	\$28.75
Roll-off Bin Rates*	
Delivery	\$51.25
Service/Removal	\$263.58
Rental Charges	\$12.00/Day
Rent-a-bin (all-inclusive) 7 Days	\$102.50

*Billed direct by Mid-Valley

Exhibit B



**CITY OF MENDOTA
NOTICE OF PUBLIC HEARING**

**AVISO DE AUDIENCIA PUBLICA
DE LA CIUDAD DE MENDOTA**

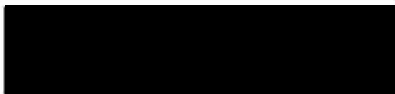


This notice is regarding your City of Mendota utility service account for the property located at:



Attached to this document you will find a Notice of Public Hearing regarding a public hearing that will take place on Tuesday, April 12, 2022 at 6:00 p.m. in the Mendota City Council Chambers located at Mendota City Hall, 643 Quince Street, Mendota, CA 93640. The purpose of the public hearing is to discuss the proposed increase in rates for refuse collection services. Please see the attached Notice for more information. Should you have any questions please contact Mendota City Hall at (559) 655-3291.

Este aviso se refiere a su cuenta de servicios públicos de la Ciudad de Mendota para la propiedad ubicada en:



Adjunto a este documento encontrará un Aviso de Audiencia Pública sobre una audiencia pública que se llevará a cabo el martes 12 de abril de 2022 a las 6:00 p.m. en las Cámaras del Concejo Municipal de Mendota ubicadas en el Ayuntamiento de Mendota, 643 Quince Street, Mendota, CA 93640. El propósito de la audiencia pública es discutir el aumento propuesto en las tarifas para los servicios de recolección de basura. Consulte el Aviso adjunto para obtener más información. Si tiene alguna pregunta, comuníquese con el Ayuntamiento de Mendota al (559) 655-3291.

NOTICE OF PUBLIC HEARING

Proposed Increase in Refuse Collection Rates
Mendota City Hall, 643 Quince Street, Mendota, CA 93640
April 12, 2022, 6:00 p.m.

Notice is hereby given that on April 12, 2022, at 6:00 p.m. (or as soon thereafter as practicable), at the City Council Chambers in the Mendota City Hall, 643 Quince Street, Mendota, CA 93640, the City Council of the City of Mendota will hold a public hearing to consider proposed refuse collection rate increases. Please refer to the City Council meeting agenda for instructions on virtual participation (if available). Rates for refuse collection service will change effective immediately upon approval by the City Council and remain in effect until otherwise modified by the City Council. The City Council will hear and consider oral and written testimony regarding the proposed refuse collection rates at the public hearing.

Proposed Solid Waste Service Rates

The adjusted refuse collection service rates in the chart behind this notice were calculated based on Mid-Valley Disposal LLC's increased service costs to comply with Senate Bill 1383's refuse collection requirements, inclusive of the City of Mendota's twenty percent administration fee. The purpose of the proposed rate increase is to adequately fund the ongoing costs of providing reliable, safe, and environmentally sound refuse collection and recycling services to properties within the City in compliance with State law.

The proposed rate adjustment is necessary to account for the green waste and food waste organics collection and recycling program mandated California Senate Bill 1383 ("SB 1383"). SB 1383 is a recent State law meant to reduce methane, which is a major component of decomposing organic waste and is a potent greenhouse gas, with more than 80 times the warming power of carbon dioxide. In response to these impacts, CalRecycle (a branch of the California Environmental Protection Agency) adopted regulations implementing SB 1383 in the fall of 2020. New refuse collection and sorting services are necessary for the City and its residents and businesses to remain in compliance with State law. These services are not funded by the State and will increase both the City's and its refuse collection franchisee's costs accordingly. Key SB 1383 components include implementing residential organic waste collection (including food waste), monitoring carts for contamination, establishing an edible food recovery program, adopting new Mendota Municipal Code provision, conducting compliance enforcement, and reporting data to the State.

Public Hearing and Protest Proceedings

At the public hearing, the City Council will accept oral and written testimony, as well as written protests, regarding the proposed rate increase. Written comments, including protests, will be accepted at City Hall, 643 Quince Street, Mendota, CA 93640. Items mailed to the City must be received prior to the public hearing in order to be considered by the City Council.

Any owner of a parcel upon which the refuse collection rates are proposed to be imposed and any tenant directly liable for the payment of solid waste collection rates (i.e., a customer of record who is not a property owner) may submit a written protest to the proposed rate increases to the City's solid waste collection rates; however, only one protest will be counted per identified parcel. Any written protest must include all of the following information:

1. State that the property owner or tenant is opposed to the proposed refuse collection rate increase;
2. Provide the location of the identified parcel (by street address, assessor's parcel number, or customer account number); and
3. Include the name and signature of the property owner or tenant submitting the protest.

Oral comments at the public hearing will not qualify as formal protests unless accompanied by a written protest. If written protests against the proposed rates are not presented by a majority (50% +1) of the property owners or tenants of the identified parcels subject to the proposed rate increases, the City Council will be authorized to adopt the rate increases.

The chart on the back of this notice outlines the proposed refuse collection rates.

Proposed Mendota Rate Adjustments

	Proposed Customer Rates		
RESIDENTIAL SERVICE			
3 Carts	\$25.50		
Senior	\$23.00		
Extra Cart (Grey)	\$13.75		
Extra Cart (Green/Blue)	\$10.00		
Bulky collection for miscellaneous appliances and furniture at curbside	Per Item		
Second container charge per resident	\$11.71		
Extra pick-up/go back fee	\$11.00		
Contamination 1st occurrence	\$12.50		
Contamination 2nd occurrence	\$25.00		
COMMERCIAL/INDUSTRIAL SERVICE			
1x week 96 Gallon grey and blue cart	\$35.25		
2x week 96 Gallon grey and blue cart	\$68.75		
1 Pick-up Per Week Service			
1 Yard Bin	\$85.00		
2 Yard Bin	\$98.75		
3 Yard Bin	\$127.50		
4 Yard Bin	\$156.25		
6 Yard Bin	\$206.25		
2 Pick-ups Per Week Service			
1 Yard Bin	\$136.92		
2 Yard Bin	\$174.11		
3 Yard Bin	\$234.44		
4 Yard Bin	\$259.19		
6 Yard Bin	\$324.21		
		3 Pick-ups Per Week Service	
		1 Yard Bin	\$186.56
		2 Yard Bin	\$251.72
		3 Yard Bin	\$319.81
		4 Yard Bin	\$375.60
		6 Yard Bin	\$479.43
		Organics Recycling	
		1 96 Gallon 1 X week	\$21.25
		1 96 gallon 2 X week	\$35.00
		1 96 gallon 3 X week	\$50.00
		Front Load Organics Bins	
		Per cu. Yard of service (monthly)	\$58.75
		Blue Bin Recycling	
		96 Gallon 1 X week	\$10.00
		96 gallon 2 X week	\$18.75
		96 gallon 3 X week	\$27.50
		3yd Bin 1 x week	\$62.50
		3yd Bin 2 x week	\$106.25
		6yd Bin 1 x week	\$118.75
		6yd Bin 2 x week	\$156.25
		Contamination Charge Bin Service	
		1st occurrence	\$31.25
		2nd or more occurrence	\$46.25
		Locking Lid Fees per month	\$28.75
		Roll-off Bin Rates*	
		Delivery	\$51.25
		Service/Removal	\$263.58
		Rental Charges	\$12.00/Day
		Rent-a-bin (all-inclusive) 7 Days	\$102.50

*Billed directly by Mid Valley Disposal

AVISO DE AUDIENCIA PÚBLICA
Propuesta de Aumento de Tarifas de Servicio de Recolección de Basura
Ayuntamiento de Mendota, 643 Calle Quince, Mendota, CA 93640
12 de abril de 2022, 6:00 p.m.

Se comunica que el día 12 de Abril del 2022 a las 6:00 p.m. (o tan pronto como sea posible), en las Cámaras del Concejo Municipal en el Ayuntamiento de Mendota, 643 Calle Quince, Mendota, CA 93640, el Concejo Municipal de la Ciudad de Mendota llevará a cabo una audiencia pública para considerar los aumentos propuestos en las tarifas del servicio de recolección de basura. Consulte la agenda de la reunión del Concejo Municipal para obtener instrucciones sobre la participación virtual (si está disponible). Las tarifas por el servicio de recolección de basura cambiarán inmediatamente después de la aprobación del Concejo Municipal y permanecerán vigentes hasta que el Concejo Municipal las modifique. El Concejo Municipal escuchará y considerará el testimonio oral y escrito con respecto a las tasas de recolección de basura propuestas en la audiencia pública.

Tarifas Propuestas del Servicio de Recolección de Basura

El ajuste al costo de las tarifas del servicio de recolección de basura en el cuadro detrás de este aviso se calcularon de acuerdo al aumento de los costos del servicio de Mid Valley Disposal, LLC para cumplir con los requisitos de recolección de basura del Proyecto de Ley del Senado 1383, e incluye la tarifa administrativa del veinte por ciento de la Ciudad de Mendota. El propósito del aumento de la tarifa propuesta es para financiar de forma adecuada los costos continuos de brindar servicios confiables, seguros y ambientalmente racionales de recolección de basura y reciclaje a las propiedades dentro de la Ciudad de conformidad con la ley estatal.

El ajuste de tarifa en propuesta es necesario para tener en cuenta el programa de recolección y reciclaje de residuos orgánicos y residuos de alimentos exigido por el Proyecto de Ley 1383 del Senado de California ("SB 1383"). SB 1383 es una ley estatal reciente destinada a reducir el metano, que es un componente importante de la descomposición de los desechos orgánicos y es un potente gas de efecto invernadero, con más de 80 veces el poder de calentamiento del dióxido de carbono. En respuesta a estos impactos, CalRecycle (una sucursal de la Agencia de Protección Ambiental de California) adoptó regulaciones que implemento la SB 1383 en el otoño de 2020. Se necesitan nuevos servicios de recolección y clasificación de basura para que la Ciudad, sus residentes y empresas sigan cumpliendo con las leyes estatales. Estos servicios no están financiados por el Estado y por consecuencia aumentarán los costos tanto de la ciudad como de su franquiciado de recolección de basura. Los componentes de la SB 1383 incluyen la implementación de la recolección de desechos orgánicos residenciales (incluidos los desechos de alimentos), el control de la contaminación de los automóviles, el establecimiento de un programa de recuperación de alimentos comestibles, la adopción de una nueva disposición del Código Municipal de Mendota, la aplicación del cumplimiento y la transferencia de datos al Estado.

Procedimientos de Audiencia Pública y Protesta

En la audiencia pública, el Concejo Municipal aceptará testimonios orales y escritos, así como protestas por escrito, con respecto al aumento de tarifas propuesto. Los comentarios por escrito, tal como las protestas, se aceptarán en el Ayuntamiento, 643 Calle Quince, Mendota, CA 93640. Los artículos enviados por correo a la Ciudad deben ser recibidos antes de la audiencia pública para ser considerados por el Concejo Municipal los considere.

Cualquier propietario de una parcela a la que se proponga imponer las tarifas de recolección de desechos y cualquier arrendatario directamente responsable del pago de las tarifas de recolección de desechos sólidos (es decir, un cliente registrado que no sea dueño de la propiedad) puede presentar una protesta por escrito al aumento propuesto a las tarifas de recolección de basura de la Ciudad; sin embargo, solo se contará una protesta por parcela identificada. Cualquier protesta por escrito debe incluir toda la siguiente información:

1. Declarar que el propietario o inquilino de la propiedad se opone al aumento propuesto en la tasa de recolección de basura;
2. Proporcionar la ubicación de la parcela identificada (por dirección postal, número de parcela o número de cuenta del cliente); y
3. Incluya el nombre y la firma del propietario o inquilino de la propiedad que presenta la protesta.

Los comentarios orales en la audiencia pública no calificarán como protestas formales a menos que vayan acompañados de una protesta por escrito. Si la mayoría (50% +1) de los propietarios o arrendatarios de las parcelas identificadas sujetas a los aumentos de tarifas propuestos no presentan protestas por escrito contra las tarifas propuestas, el Concejo Municipal estará autorizado a adoptar los aumentos de tarifas.

El cuadro detrás de este aviso describe las tarifas de recolección de basura propuestas.

Ajustes Propuestos de las Tarifas de Mendota

	Tarifas Propuestas para el Cliente		
SERVICIO RESIDENCIAL			
3 botes	\$25.50		
Personas mayores	\$23.00		
Bote adicional (gris)	\$13.75		
Bote adicional (verde/azul)	\$10.00		
Recolección voluminosa de su banqueta de electrodomésticos y muebles	Por artículo		
Cargo por segundo bote por residente	\$11.71		
Tarifa para la recogida/devolución extra	\$11.00		
Contaminación 1ra ocurrencia	\$12.50		
Contaminación 2da ocurrencia	\$25.00		
SERVICIO COMERCIAL/INDUSTRIAL			
1x semana bote gris y azul de 96 galones	\$35.25		
2x semana bote gris y azul de 96 galones	\$68.75		
Servicio de 1 Recogida por Semana			
Contenedor de 1 yarda	\$85.00		
Contenedor de 2 yardas	\$98.75		
Contenedor de 3 yardas	\$127.50		
Contenedor de 4 yardas	\$156.25		
Contenedor de 6 yardas	\$206.25		
Servicio de 2 Recogidas por Semana			
Contenedor de 1 yarda	\$136.92		
Contenedor de 2 yardas	\$174.11		
Contenedor de 3 yardas	\$234.44		
Contenedor de 4 yardas	\$259.19		
Contenedor de 6 yardas	\$324.21		
		Servicio de 3 Recogidas por Semana	
		Contenedor de 1 yarda	\$186.56
		Contenedor de 2 yardas	\$251.72
		Contenedor de 3 yardas	\$319.81
		Contenedor de 4 yardas	\$375.60
		Contenedor de 6 yardas	\$479.43
		Reciclaje de Orgánicos	
		1 contenedor de 96 galones 1x semana	\$21.25
		1 contenedor de 96 galones 2x semana	\$35.00
		1 contenedor de 96 galones 3x semana	\$50.00
		Contenedores orgánicos de carga frontal	
		Por Yarda cúbica de servicio (mensual)	\$58.75
		Contenedor de Reciclaje Azul	
		Contenedor de 96 galones 1x semana	\$10.00
		Contenedor de 96 galones 2x semana	\$18.75
		Contenedor de 96 galones 3x semana	\$27.50
		Contenedor de 3 yardas 1x semana	\$62.50
		Contenedor de 3 yardas 2x semana	\$106.25
		Contenedor de 6 yardas 1x semana	\$118.75
		Contenedor de 6 yardas 2x semana	\$156.25
		Cargo por Contaminación de Contenedor	
		1ra ocurrencia	\$31.25
		2da o más ocurrencias	\$46.25
		Tarifas de Bloqueo de Tapa (por mes)	\$28.75
		Tarifas de Contenedores Rodantes*	
		Entrega	\$51.25
		Servicio/Retiro	\$263.58
		Cargos de alquiler	\$12.00/Día
		Rent-a-bin (todo incluido) 7 Días	\$102.50

*Facturado directamente por Mid Valley Disposal

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTS UPDATE
DATE: APRIL 12, 2022

GRANTS UPDATE

- **America Rescue Plan Act of 2021 State Local Fiscal Recovery Funds** – Staff will be preparing for the first Project and Expenditure Report due by April 30, 2022. The reporting period is from March 3, 2021 through March 31, 2022. The City will be required to submit future reports annually by the end of April.
- **Water Supply Planning Application** – Staff will be submitting requested documents, such as a detailed scope of work and budget, last three years of audited financials, budget projections in order to be considered for the Water Supply Planning Application through the State Water Resources Control Board.
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **Arrearages Grant Program for Water & Wastewater** – Staff has completed all utility-adjustments to the utility account holders for water credits. A letter was mailed out to utility account holders who received a credit. Staff applied for \$70,743.47 for the water arrearages. However, only \$43,043.45 was applied to the past due balances due to the grant requirements. Any funds received by a community water system and not credited to customer accounts or used by the community water system as administrative costs to apply for funding must be remitted back to the State Water Board. The City will be issuing a check for \$27,700.02 payable to State Water Board. Staff submitted an application for the wastewater grant funding on March 30, 2022 requesting \$30,065.39.
- **Adelante Mendota (Prop. 64)** – On April 4, 2022, Gil Ramirez, Owner of Gil’s Flowers, was in attendance to demonstrate the making of a balloon arch. Staff was able to record the session for the students who were not in attendance. Staff displayed the balloon arch in the lobby at City Hall. The balloons have generated public questions and even inspired parents to sign up their youth for future meetings. Delailah Farjardo-Rosencrans, Program Director with AMOR, is mentoring Yvonne Sandoval and Rene Pena with the youth meetings. She has shown tremendous support for this program. She will be requesting to meet with Mendota Unified School District to inquire about more participation from our youth. On the grant administration side, staff is in the process of preparing quarterly reports and expenditure reporting.
- **Regional Early Action Planning (“REAP”) Program** – Staff will be submitting an invoice requesting \$10,000.00 for the development of an online GIS mapping system. This mapping system will allow staff the ability to easily identify important planning

information such as existing infrastructure, street addresses, zoning and land uses of a property/and or surrounding properties. Maps can also be printed and/or shared with developers and prospective home builders.

In – Progress Grants:

- **Rojas-Pierce Park Expansion Project** – County of Fresno, Urban Community Development Block Grant (CDBG) Program
- **Rojas-Pierce Park Expansion Project** – Per Capita Program
- **Rojas-Pierce Park Expansion Project** – CDBG-CV
- **COPS Hiring Program** – Department of Justice

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	6/30/2022	6/30/2022	Private	N	N	\$ 50,000.00	Christmas Decorations & Pool Park amenities	
CA WA & WWA Arrearages Payment	4/1/2022	TBD	State	N	N	\$ 30,065.39	Financial assistance for customers' accounts 60 days+ for wastewater only	
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	3/15/2022	State	N	N	\$ 70,743.47	Financial assistance for customers' accounts 60 days+ for water 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: April 6, 2022

Engineering Projects:

1. Rojas Pierce Park:
 - Working with staff for sponsorship opportunities
 - Phase 2 expansion project in progress with construction in Fall 2022
 - Working with contractor & staff 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 September 2022
4. Citywide RRXG Improvements:
 - Coordinating crossing improvements at SR 33 with Railroad and Caltrans
5. MJHS Safe Routes to School Project
 - ATP funded: Bids open on 4/7; Construction in Spring 2022
6. 2022 Local Street Reconstruction Project
 - SB1 funded: Design in progress; Construction in Summer 2022
7. Backwash Reclaim Project
 - Design is underway; looking for funding opportunities for construction
8. Mendota Stormwater Improvement Project
 - Prop 68 UFBGP funded: Final design in progress; Construction in Spring/Summer 2023

Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
 - Scheduled for Planning Commission on May 17
2. Rojas Pierce Park Annexation
 - Continuing discussions with USBR about whether and how the WWD land retirement program affects the project.
3. CES Mendota
 - No update
4. Regional Housing Needs Allocation
 - Participating in Fresno COG meetings regarding the initial steps of the 6th Cycle Housing Element preparation

- COG is now investigating the possibility of convening a second multijurisdictional Housing Element effort like the 5th Cycle document
- 5. Gonzalez Towing
 - Scheduled for Planning Commission on May 17
- 6. New City Hall & Police Station
 - Initiated Phase 1 Environmental Site Assessment
- 7. Safe Routes to School Master Plan
 - ATP funded: Project initiated and public outreach is beginning
- 8. Escalante Apartments
 - Applicant to submit a parcel map for an urban lot split under SB 9

Grant Applications:

1. Derrick & Oller Roundabout:
 - \$1,798,457 in CMAQ funding AWARDED & coordinating with FCOG and Caltrans to start project; Construction in FFY 22/23
2. 5th Street & Quince Street Reconstruction:
 - \$706,251 in STBG funding AWARDED; Construction authorization in FFY 23/24
2. Amador & Smoot Extension:
 - \$874,000 in STBG & CMAQ TPP funds; Construction authorization in FFY 23/24

On-going (this month):

1. Representation of the City at FCOG TTC and Measure C Technical Working Group
2. Discussion of road projects with Caltrans
3. Assistance to Finance Director for grant opportunities
4. Assistance to Public Utilities Director for upgrades to facilities
5. Investigating feasibility of new municipal well within City limits

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

- Engineers: 10
- Planners: 3
- Surveyors: 1
- Environmental Specialist: 0
- GIS/CAD Specialists: 2
- Construction Manager: 0
- Project Administrator: 2

Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost
NTP – Notice to Proceed
CUCCAC – California Uniform Construction Cost Accounting Commission
STBG – Surface Transportation Block Grant
CMAQ – Congestion Mitigation and Air Quality (grant)
ATP – Active Transportation Plan (grant)
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)
FCOG – Fresno Council of Governments
ADA – Americans with Disabilities Act
DBE – Disadvantaged Business Enterprise
TTC – Technical Transportation Committee (through FCOG)
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies