



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor

VICTOR MARTINEZ
Mayor Pro Tempore

JESSE MENDOZA

OSCAR ROSALES

ROBERT SILVA

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS

643 QUINCE STREET

October 9, 2018

6:00 PM

CRISTIAN GONZALEZ
Interim 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, those requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

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

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 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, 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 September 25, 2018.
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. SEPTEMBER 25, 2018 THROUGH OCTOBER 04, 2018
WARRANT LIST CHECKS NO. 44481 THRU 44543
TOTAL FOR COUNCIL APPROVAL = \$278,014.55
2. Proposed adoption of **Resolution No. 18-69**, authorizing the placement of special assessment/direct charges on the tax roll for the Community Facilities District 2006-1 for Fiscal Year 2018-2019.
3. Proposed adoption of **Resolution No. 18-70**, approving the application for clean air vehicles via the Public Benefit Grant Program administered by the San Joaquin Valley Air Pollution Control District.
4. Proposed adoption of **Resolution No. 18-71**, approving the submission of grant applications for the Remove II Grant Program, and naming the City Manager as the signing authority, to the San Joaquin Valley Air Pollution Control District.

BUSINESS

1. Council discussion on options for assisting Non-Profit Corporations in the City of Mendota.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*
2. Introduction and first reading of **Ordinance No. 18-06**, approving an addendum to the Development Agreement by and between the City of Mendota and KSA Homes, Inc., relating to the development of the property commonly known as the La Colonia property.
 - a. *Receive report from Interim City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and waive the first reading of Ordinance No. 18-06, and sets the public hearing for the October 23rd City Council Meeting*

3. Council discussion on modifying the original Request for Proposals for the lease and development of the City's property located at the Waste Water Treatment Plant.
 - a. *Receive report from Interim City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*

4. Council receive report on discontinuing health coverage for City Council Members.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement & Police Department
 - a) Monthly Report

2. Economic Development
 - a) Monthly Report

3. City Attorney
 - a) Update

4. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
CA Government Code § 54957.6
Agency Designated Representatives: Cristian Gonzalez, Interim City Manager and Jennifer Lekumberry, Administrative Services Director
Employee Organization: American Federation of State, County and Municipal Employees

ADJOURNMENT

CERTIFICATION OF POSTING

I, Matt Flood, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of October 9, 2018, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, October 5, 2018 at 3:00 p.m.


Matt Flood, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

September 25, 2018

Meeting called to order by Mayor Castro at 6:01 p.m.

Roll Call

Council Members Present: Mayor Rolando Castro, Councilors Jesse Mendoza, Oscar Rosales, and Robert Silva

Council Members Absent: Mayor Pro Tem Victor Martinez

Flag salute led by Mayor Castro

Mayor Castro requested that the invocation be done in honor of the individuals who had recently passed away in car accidents.

Invocation led by Eugenio Rodriguez from Iglesia de Dios Pentecostal, M.I.

FINALIZE THE AGENDA

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

A motion was made by Councilor Rosales to adopt the agenda, seconded by Councilor Silva; unanimously approved (4 ayes, absent: Martinez).

PRESENTATION

1. Ivette Rodriguez from Mid Valley Disposal to present the 1st and 2nd quarter update.

Ivette Rodriguez from Mid Valley Disposal provided the 1st and 2nd quarter recycling update including information contained in the annual report summary of the Calrecycle Electronic Annual Report that was submitted on behalf of the City; the likelihood that

Calrecycle will give the City a “good faith effort” status regarding the disposal amount per person, due to the programs that the City has in place; the commercial and residential audits that were performed; educating the public on what materials goes into the different bins; the City doing really well in terms of diverting trash materials to the appropriate bins; businesses and schools that showed outstanding recycling efforts; the residential load checks that were performed for green waste; the work that the agency does to sort materials and address contaminated loads; various community events that Mid Valley Disposal has attended; the results of the Spring 2018 community-clean up event; and upcoming events that the agency will be participating in.

Discussion was held on the agency’s attendance at the Annual Gutierrez Family Backpack Giveaway event; the possibility of holding the community clean-up events quarterly; and adding a bin at the public works yard so the community may dispose of their green waste.

2. Leonor Hipolito from Pequeños Empresarios to present information about the organization.

Leonor Hipolito of Pequeños Empresarios introduced herself and shared her background. Ms. Hipolito then introduced the staff members of the organization.

Luis Zuniga and Jennifer Chavez introduced themselves and presented information about Pequeños Empresarios including the history of organization; the various agencies that the organization collaborates with; how each of the members of Board of Directors and staff use their background to contribute to the organization; the impact that the organization has had on community development; workshops that are held to educate children on topics such as etiquette and nutrition, finance, and environmental awareness; the workshops being taught in Spanish; the communities that the organization provides their services; the program’s objective; and shared a video that provides an overview of the organization.

Ms. Chavez shared her background and commented on the impact that organization would have had on her life if she would have participated in it.

Luna Montero (Participant of Pequeños Empresarios) – shared the various reasons of why she loves Pequeños Empresarios, and what she has learned from the organization.

Discussion was held on what the organization is requesting of the City; the different program packages that the organization has; and having staff meet with the organization.

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 September 11, 2018.
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 Silva to approve items 1 and 2, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

CONSENT CALENDAR

1. SEPTEMBER 11, 2018 THROUGH SEPTEMBER 18, 2018
WARRANT LIST CHECKS NO. 44411 THRU 44480
TOTAL FOR COUNCIL APPROVAL = \$357,871.33
2. Proposed adoption of **Resolution No. 18-67**, approving Provost & Pritchard Consulting Group's Proposal and Agreement for Consulting Services regarding the preparation of water, sewer, and storm drain utility master plans, and authorizing the City Manager to execute same.
3. Proposed adoption of **Resolution No. 18-68**, approving the First Amendment to the Professional Services Contract with CALSTART, Inc. and the City of Reedley for the Sustainable Aviation Project, and authorizing the City Manager to execute same.

A motion was made by Councilor Rosales to adopt items 1 through 3 of the Consent Calendar, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

PUBLIC HEARING

1. Council discussion and consideration of **Resolution No. 18-66**, establishing the Disadvantaged Business Enterprise Goal for Federal Fiscal Years 2018-2019, 2019-2020, and 2020-2021.

Mayor Castro introduced the item and Economic Development Manager Flood summarized the report including that federal regulations require agencies that accept federal funds for projects to set a goal for the involvement of Disadvantaged Business Enterprises (DBEs); the need for the City to set a goal that engages and encourages the participation of DBEs; how the goal percentage is determined; and requested that the Council listen to any public comment.

Discussion was held on what types of businesses are considered DBEs.

At 6:43 p.m. Mayor Castro opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Silva to adopt Resolution No. 18-66, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

2. Council discussion on relocating the soccer field improvements.

Mayor Castro introduced the item and City Attorney Kinsey summarized the report including that the City entered into a Development Agreement with Steve Hair regarding the La Colonia project; recent discussions regarding the mitigations measures contained in the agreement concerning the soccer field improvements; the mitigation measures in the agreement requiring that the developer fund improvements to the existing soccer field; discussions that have been held to request that the developer construct a new soccer field adjacent to the existing soccer field instead; this requiring an amendment to the agreement; this option allowing the possibility of constructing a new baseball field where the existing soccer field is located; the impacts that proposed amendment would have on the progress of the project; and the options that are available to the Council to either leave the development agreement as is or to work with the developer to amend the agreement.

Discussion was held on the proposed expansion of the Rojas-Pierce park that was considered in the past; the benefits of developing a new baseball field next to the existing baseball field; what the development agreement requires the developer to do as part of their mitigation measures; the potential financial impacts of amending the development agreement; and how the proposed amendment would impact the progress of the project.

Sergio Valdez (Mendota Youth Recreation) – commented on the need for an improved soccer field; the benefits of developing a new baseball field next to the existing field; ensuring that that individuals who utilize the soccer and baseball field abide by the rules of regulations; the popularity of soccer in the community; and requested that the council move forward with relocating the soccer field improvements.

Discussion was held on the popularity of turf; the importance of the public voicing their opinions; and the cost-savings that can be realized if turf is installed at the new soccer field.

Jose Gutierrez (647 Perez Street) – commented on the need for an improved soccer field; the importance of beautifying the area at Rojas-Pierce Park; and inquired on whether Smoot Street would be reconstructed and extended.

Discussion was held on the expansion of Amador Street and Smoot Street.

Council consensus was reached to move forward with the option of working with the developer to modify the agreement to leave the existing soccer field as is and constructing a new soccer field adjacent to it.

3. Council to receive report on imposing fines for the operation of all-terrain vehicles on public streets.

Kinsey stated that Cardella provided a memorandum to the city that addresses the imposition of fines for the operation of all-terrain vehicles (ATVs) on public streets; local regulation regarding the operation of ATVs on public streets being prohibited; the ways officers can address the drivers of ATVs if they do not meet the specified requirements to drive the ATV on a public street; and suggested that a letter be drafted and sent to the property owners that advises them of the issue and asks them to do something to address the problem.

Discussion was held on individuals riding ATVs on properties located outside of the City limits, and ways the police department can continue to address the issue.

City Attorney Kinsey stated that his office will write a letter that will be sent to the property owners of property located outside of the City limits informing them about the problem, and requesting their assistance in addressing the issue.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

Director of Administrative Services Lekumberry summarized the report including positions that the City is currently recruiting for; a new worker's compensation claim that was submitted in the month of August; the average number of attendees at the Senior Center; and the various special projects she worked on throughout August.

Discussion was held on the purpose of the Local Agency Workers' Compensation Excess Joint Powers Authority Payroll Audit.

2. Public Works
 - a) Monthly Report

Interim City Manager Gonzalez was not present to summarize the report.

3. City Attorney
 - a) Update

City Attorney Kinsey reported that Council Members currently receive benefits and insurance through the City; the City's insurance providers expressed concerns on potential discriminatory issues in that Council Members cannot be treated different than

part-time employees; a Council Member's position being constituted part-time employment; the Council having to forgo their benefits as a result; possible ways for the Council to maintain their coverage, including increasing the benefits for part-time employees; staff meeting with the insurance provider to discuss the issue; and providing the Council with different options that are available to them regarding the issue.

Discussion was held on the designation of the Council Member position as part-time.

4. City Manager
 - a) Insurance

Interim City Manager Gonzalez was not present to provide his report.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Silva reported that he attended a meeting in Fresno with Chevron USA and that he requested that the company sponsor a new scoreboard for the baseball diamond; and on an increase of noise violations during the weekend.

Councilor Mendoza thanked the public for their attendance, and commented on the need for the public's participation in order to have a positive impact on the community.

Councilor Rosales thanked the staff members of Pequeños Empresarios for their presentation, and thanked the staff and Council for their work.

2. Mayor

Mayor Castro thanked the staff members of Pequeños Empresarios for their presentation; shared the various topics that were addressed at the League of California Cities Annual Conference; and the community being recognized by other individuals and communities.

Discussion was held on holding the ethics training and sexual harassment training at the beginning of 2019; the ongoing growth of the community; and how the demographics of the community potentially influences the opinions of external individuals.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9 (1 potential matter).

At 7:33 p.m. the Council moved into closed session.

At 8:00 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regards to item 1 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 8:00 p.m. by Councilor Rosales, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
9/25/2018 - 10/3/2018
Check# 44481 - 44540

Date	Check #	Amount	Vendor	Department	Description
September 25, 2018	44481	\$3,000.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	MEDICAL CHECK RUN 9/18/2018
September 25, 2018	44482	\$51.27	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES COMMUNITY CENTER 10/3/2018 - 11/2/2018
September 25, 2018	44483	\$1,389.24	BARTLEY WAYNE FIELDER	GENERAL	CITY CLERK COMPUTER
September 25, 2018	44484	\$1,705.73	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR OCTOBER 2018
September 25, 2018	44485	\$35,986.43	PG&E	GENERAL-WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES - 8/10/2018 - 9/10/2018
September 25, 2018	44486	\$194.36	PITNEY BOWES, INC	GENERAL-WATER-SEWER	POSTAGE METER RENTAL 10/1/2018 - 12/31/2018
September 25, 2018	44487	\$991.99	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 9/13/2018
October 2, 2018	44488	\$96,826.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 9/17/18 - 9/30/18
October 2, 2018	44489	\$2,205.00	LORIE ANN ADAMS	HOME LOAN	AUGUST, SEPTEMBER, OCTOBER 2018 PORTFOLIO MANAGEMENT HOME LOAN UPDATES
October 2, 2018	44490	\$2,500.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	MEDICAL CHECK RUN 9/25/2018
October 2, 2018	44491	\$281.21	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 10/13/2018 - 11/12/2018 FOR CITYHALL, EDD, AND DMV
October 2, 2018	44492	\$8.30	AG & INDUSTRIAL SUPPLY INC	WATER-STREETS	(1) GLOBAL FITTING HOSE REPAIR FOR PRESSURE WASHER
October 2, 2018	44493	\$266.56	ALERT-O-LITE	GENERAL	(13) 5X6 PLASTIC BIRD SPIKE FOR BALL DIAMOND
October 2, 2018	44494	\$47.18	GREGG ANDREOTTI	GENERAL	MILEAGE REIMBURSEMENT CHIEFS WORKSHOPS PISMO & EXPENSE REIMBURSEMENT FOR 10 USB 1.5 FT CABLES (PD)
October 2, 2018	44495	\$884.67	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE COPIER CONTRACT FOR SEPTEMBER FOR POLICE DEPARTMENT AND CITY HALL
October 2, 2018	44496	\$940.50	ARB INC	WATER	DEPOSIT REIMBURSEMENT FOR HYDRANT METER RENTAL & USAGE CHARGE
October 2, 2018	44497	\$1,413.22	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 8/25/18 - 9/24/18, POLICE DEPARTMENT DISPATCH SERVICES 7/27/18 - 9/26/18
October 2, 2018	44498	\$271.00	AT&T MOBILITY	GENERAL	CELL PHONE SERVICES 8/12/18 - 9/11/18 (PD)
October 2, 2018	44499	\$1,198.15	BSK ASSOCIATES	WATER-SEWER	MONTHLY WASTEWATER MONTHLY WEEK 1,(2) WEEK 2-5, (4) GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION,
October 2, 2018	44500	\$392.78	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR SEPTEMBER 2018
October 2, 2018	44501	\$627.69	COLLINS & SCHOETTLER PLANNING	GENERAL	LA COLONIA PLANNING CONSULTING SERVICES FOR SEPTEMBER
October 2, 2018	44502	\$261.38	COOK'S COMMUNICATION	GENERAL	UNIT#M89 - (1) REMOTE MNT KIT REPLACED DEFECTIVE, REPAIR BAD CONNECTIONS ON RECEIVER BOARD, UNIT#M83 - LLIGHT BAR (PD)
October 2, 2018	44503	\$645.52	CORBIN WILLITS SYS INC	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICES FEES FOR MOMS SYSTEME OCTOBER 2018
October 2, 2018	44504	\$200.00	DATA TICKET INC	GENERAL	DAILY NOTICES PROCESSING FOR AUGUST 2018
October 2, 2018	44505	\$270.26	DATAMATIC INC	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE FEE NOVEMBER 2018
October 2, 2018	44506	\$262.84	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	BUSINESS CARD 250 MATTE (PD), LETTERHEAD FULL COLOR FOR CITYHALL (1000)

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October 2, 2018	44507	\$568.49	EWING FRESNO	GENERAL	(10) 50LB PAR RYEGRASS BLEND FOR PARKS
October 2, 2018	44508	\$434.00	FRESNO MOBILE RADIO INC	GENERAL	(31) POLICE DEPARTMENT RADIOS
October 2, 2018	44509	\$1,116.30	GIERSCH & ASSOCIATES INC	WATER-SEWER	PROFESSIONAL SERVICES - MENDOTA WATER GENERAL MOWRY BRIDGE
October 2, 2018	44510	\$330.00	GONZALEZ TOWING TIRE & AUTO DISMANTLING	GENERAL-WATER-SEWER	2018 DODGE RAM TOWING TO 1297 OLLER ST FROM BEMONT AVE / SISKIYOU
October 2, 2018	44511	\$3,000.00	GRANTED SOLUTIONS	GENERAL-WATER-SEWER	SEPTEMBER GRANT WRITING SERVICES
October 2, 2018	44512	\$95.01	HR DIRECT	GENERAL	(1) ENGLISH CA PUBLIC POSTER GUARD STATE/FEDERAL/LOCAL
October 2, 2018	44513	\$35.00	KERWEST NEWSPAPER	GENERAL	SUBSCRIPTION FOR THE JOURNAL 12 MOS
October 2, 2018	44514	\$208.00	LOS BANOS VETERINARY CLINIC	GENERAL	(4) ANIMAL CONTROL EUTHANASIA
October 2, 2018	44515	\$1,970.50	MID VALLEY DISPOSAL INC	REFUSE-STREETS	ROLL OFF BIN 10Y, 30Y, & 40Y EXCHANGE (QTY 9.10, 9.41, 9.48, 4.7, 6.22)
October 2, 2018	44516	\$1,665.37	NORTHSTAR CHEMICAL	WATER	(820 GAL) SODIUM HYPOCHLORITE - 12.5 MILL A
October 2, 2018	44517	\$28.00	PETVETS 24/7	GENERAL	(1) ANIMAL CONTROL EUTHANASIA
October 2, 2018	44518	\$50,292.23	PG&E	GENERAL-WATER-SEWER-STREETS-AVIATION	CITYWIDE UTILITIES 8/16/18 - 9/16/18
October 2, 2018	44519	\$1,495.26	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-SEWER	(10) MULTIPLE DEPARTMENT VEHICLES MAINTENANCE & REPAIR
October 2, 2018	44520	\$225.00	RIGHT NOW PHLEBOTOMY	GENERAL	(2) BLOOD DRAW 9/9/18 & 9/11/18 CASE# 18-1274 CASE# 18-1286 (PD)
October 2, 2018	44521	\$385.23	SIGNMAX	STREETS	(2) 30" STOP HIP 10FT SQ POST 2X2, (4) 12X6 HIP ALUMINUM WHITE/RED "4-WAY" SIGN
October 2, 2018	44522	\$326.72	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ENCROACHMENT OCTOBER 2018 - MARIE ST, 10TH ST, & BELMONT AVE
October 2, 2018	44523	\$1,147.25	TELSTAR INSTRUMENTS, INC	WATER	WTP - COMMUNICATION ISSUE TROUBLE SHOOTING & PLANT COMMUNICATION
October 2, 2018	44524	\$2,500.00	TESCO CONTROLS, INC.	SEWER	ANNUAL EXT MAINTENANCE & SYSTEM SERVICE EMASS AGREEMENT SERVICE PERIOD: 7/1/18 - 6/30/19
October 2, 2018	44525	\$296.01	TRIANGLE ROCK PRODUCTS LLC	STREETS	ST 3/8 CM SC3000 ASPHALT FOR PUCHEU STREET PATCHING
October 2, 2018	44526	\$770.73	USA BLUEBOOK	WATER-SEWER	(2) ZER OXYGEN STANDARD 500ML WWTP, (1) COTTON APPLICATOR (1) SULFRIC ACID STANDARD, (5) LINEAR
October 2, 2018	44527	\$750.00	VALLEY PETROLEUM & LIFT INC	GENERAL-WATER-SEWER	APCD TEST TO GAS PUMP STATION AT 92 MARIE STREET
October 2, 2018	44528	\$69.00	WECO	GENERAL-WATER-SEWER	(6) RENT CYTL ACETYLENE #4, OXYGEN D, & OXYGEN K FOR SEPTEMBER 2018
October 2, 2018	44529	\$37.70	FIDELFA DURAN	WATER	MQ CUSTOMER REFUND FOR
October 2, 2018	44530	\$87.72	SALVADOR VALENCIA	WATER	MQ CUSTOMER REFUND FOR
October 2, 2018	44531	\$90.60	LETICIA R VALLEJO	WATER	MQ CUSTOMER REFUND FOR

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October 3, 2018	44532	\$400.00	PATRICK CLARK	GENERAL	PER DIEM FOR SRO TRAINING IN SACRAMENTO (PD)
October 3, 2018	44533	\$1,085.38	CROWN PLAZA HOTEL	GENERAL	(2) RESERVATIONS FOR 10/21/18 - 10/26/18 SRO TRAINING IN SACRAMENTO (PD)
October 3, 2018	44534	\$840.00	D&D DISPOSAL INC	GENERAL	ANIMAL DISPOSAL FOR SEPTEMBER 2018
October 3, 2018	44535	\$11,250.00	FIREBAUGH POLICE DEPARTMENT	GENERAL	POLICE DEPARTMENT SERVICE 9/1/18 - 9/30/18
October 3, 2018	44536	\$400.00	JUAN GURROLA	GENERAL	PER DIEM FOR SRO TRAINING IN SACRAMENTO (PD)
October 3, 2018	44537	\$1,213.16	GUTHRIE PETROLEUM INC	SEWER	NO.1 HUD MEROPA 220 (QTY 400 PINT) WWTP
October 3, 2018	44538	\$248.00	SACRAMENTO REGIONAL PUBLIC SAFETY TRAINING CENTER	GENERAL	(2) SCHOOL RESOURCE OFFICER 40 HR COURSE TRAINING REGISTRATION FEE
October 3, 2018	44539	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES 9/21/18 - 10/20/18 (PD)
October 3, 2018	44540	\$133.52	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD EXPENSES 9/12/18 - 9/14/18
		\$236,335.41			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
FROM: RUDY MARQUEZ, FINANCE DIRECTOR
SUBJECT: APPROVE RESOLUTION NO. 18-69: ACCEPTING AND FILING THE
COMMUNITY FACILITIES DISTRICT NO. 2006-1 ANNUAL REPORT FOR
FISCAL YEAR 2018/19
DATE: OCTOBER 09, 2018

ISSUE

Should the City Council approve Resolution No. 18-69 to accept and file the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2018-2019?

BACKGROUND

Community Facilities District No. 2006-1 (“CFD No. 2006-1”) was formed by the City on November 28, 2006 and includes properties within Las Palmas Tract 5483, which is generally located west of Hwy 33, north of Belmont Avenue, and bordered by Bass Avenue to the north and primarily Rowe Avenue to the east.

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

It is the City’s intention to annex new residential developments into CFD No. 2006-1 as they are approved to provide for the services in the new growth areas of the City.

The Annual Report provides certain general and administrative information related to CFD No. 2006-1 including: (I) the Special Tax Levy for Fiscal Year 2018/19, the current Fiscal Year, (II) Background of CFD No. 2006-1, and (III) Summary of the projected and actual development within CFD No. 2006-1. The information described above is provided to the City for informational purposes only and is not required by any statute of law.

ANALYSIS

The Annual Report attached includes information prepared in compliance with the Local Agency Special Tax and Bond Accountability Act (“Accountability Act”). The Accountability Act was enacted by California State Legislature through Senate Bill 165 to provide accountability measures for any local special tax and/or bond measure subject to voter approval on or after

January 1, 2001. According to the requirements of the Accountability Act (Sections 50075.1 and 53410 of the Government Code of the State of California), an annual report must be filed by the local agency levying the special tax and or issuing a bond measure and shall contain a description of the following:

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

Section VI. of the Annual Report includes information regarding the amount of the annual Special Taxes collected and the authorized expenditures for fiscal year 2018/2019.

FISCAL IMPACT

None

RECOMMENDATION

Staff recommends that the City Council approve Resolution No. 18-69 to accept and file the CFD No. 2006-1 Annual Report and authorize the placement of special assessments/direct charges on the tax roll for the CFD No. 2006-1 for Fiscal Year 2018/2019.

**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 PLACEMENT OF SPECIAL
ASSESSMENTS/DIRECT CHARGES ON THE
TAX ROLL FOR THE COMMUNITY FACILITIES
DISTRICT NO. 2006-1 FOR FISCAL YEAR
2018/2019**

RESOLUTION NO. 18-69

WHEREAS, on November 28, 2006, the Community Facilities District No. 2006-1 (“CFD No. 2006-1”) was formed by the City of Mendota (“City”); and

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

WHEREAS, the County of Fresno requires each governing body to authorize the placement of special assessments/direct charges on the tax roll in compliance with the California Code; and

WHEREAS, pursuant to the Local Agency Special Tax and Bond Accountability Act, Government Code § 500075.1 *et seq.* (“Accountability Act”), an annual report must be filed by the local agency levying a Special Tax and/or issuing a Bond Measure (“Annual Report”), which contains a description of:

- (1) The amount of funds collected and expended.
- (2) The status of any project required or authorized to be funded by the Special Tax and/or Bond Measure.

WHEREAS, pursuant to and in accordance with the Accountability Act, the City has caused to be prepared an Annual Report, which is attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby authorizes the placement of special assessments/direct charges on the tax roll for the Community Facilities District No. 2006-1 for Fiscal Year 2018/2019.

Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of October, 2018, by the following vote:

Matt Flood, City Clerk

Exhibit A

MUNICIPALITIES | SCHOOL DISTRICTS | CITIES | COUNTIES | PARK & RECREATION | WATER DISTRICTS | MUNICIPALITIES | SCHOOL DISTRICTS | COMMUNITIES



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

ANNUAL REPORT
FISCAL YEAR 2018/2019

KOPPEL & GRUBER
PUBLIC FINANCE

334 VIA VERA CRUZ, SUITE 256
SAN MARCOS
CALIFORNIA 92078

T. 760.510.0290
F. 760.510.0288

City of Mendota

Cristian Gonzalez, Interim City Manager
Rudy Marquez, Finance Director
Nancy M. Diaz, Finance Administrative Supervisor
643 Quince Street, Mendota, CA 93640
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Attachments

Attachment 1 – Boundary Map

Attachment 2 – Rate & Method of Apportionment

Attachment 3 – Fiscal Year 2018/19 Special Tax Roll

INTRODUCTION

This Annual Special Tax Report (“Report”) summarizes certain general and administrative information related to Community Facilities District No. 2006-1 (Police and Fire Services) (“CFD No. 2006-1”) of the City of Mendota (“City”). The Report outlines the following for CFD No. 2006-1: (I) Special Tax Levy for Fiscal Year 2018/2019, (II) Background of CFD No. 2006-1, (III) Development Summary, and (IV) Reporting of information in compliance with the Local Agency Special Tax and Bond Accountability Act (SB 165). The Report also includes Attachments referenced by and/or supplementing the information outlined herein. The capitalized terms not defined in the Report are used as defined in the Rate & Method of Apportionment of CFD No. 2006-1 (“RMA”).

SECTION I. SPECIAL TAX LEVY FOR FY 2018/2019

Section I of the Report contains information for the determination of the Fiscal Year (“FY”) 2018/2019 Special Tax levy.

A. Special Tax Requirement

The Special Tax Requirement represents the sum of budgeted police and fire protection services and Administrative Expenses of CFD No. 2006-1 in FY 2018/2019. The Special Tax Requirement for FY 2018/2019 is \$348,606.72. The table below shows the calculation used to determine the FY 2018/2019 Special Tax Requirement as well as the FY 2017/2018 amounts for comparison.

SPECIAL TAX COMPONENTS	FY 2018/2019 DOLLARS	FY 2017/2018 DOLLARS
Police Services	\$343,021.24	\$283,911.10
Fire Services	0.00	0.00
Administrative Expenses	\$5,585.48	\$5,451.68
SPECIAL TAX REQUIREMENT	\$348,606.72	\$289,362.78

B. Distribution of Special Tax

Special Taxes that CFD No. 2006-1 may levy are limited by the RMA. A copy of the RMA is included as Attachment 2 provided herein. In FY 2018/2019, the Special Tax levy was applied to Three Hundred seventy-eight (378) dwelling Units of Developed Residential Property at the Maximum Special Tax rate on a per dwelling Unit basis. The calculation for the Special Tax Requirement for FY 2018/2019 is based to the development of property within CFD No. 2006-1 and the Special Tax limitations on such Developed Residential Property as further described in the RMA. The FY 2018/2019 Maximum Special Tax rates, the applied annual Special Tax rates, number of dwelling Units with a levy amount for each land use classification is listed in the table below.

LAND USE CATEGORY	NUMBER OF DWELLING UNITS/ ACREAGE	FY 2018/2019 MAXIMUM SPECIAL TAX	FY 2018/2019 APPLIED ANNUAL SPECIAL TAX	PERCENT OF MAXIMUM	FY 2018/2019 LEVY AMOUNT
Developed Residential Property	378	\$922.24 per Unit	\$922.24 per Unit	100%	\$348,606.72
TOTAL	378	NA	NA	NA	\$348,606.72

C. Estimated Administrative Expenses

Each year a portion of the Special Tax levy goes to pay the ongoing costs of administration. The estimated FY 2018/2019 Administrative Expenses are shown below followed by a description of each line item. The FY 2017/2018 amounts are also shown for comparison.

ADMINISTRATIVE EXPENSES	FY 2018/2019 DOLLARS	FY 2017/2018 DOLLARS
City Administrative Fees and Expenses	\$1,000.00	\$1,000.00
Consultant Administrative Fees	4,425.00	4,300.00
County Tax Collection Fees ¹	60.48	51.68
Other Expenses	100.00	100.00
TOTAL	\$5,585.48	\$5,451.68

¹ Reflects change in County Fee Schedule.

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

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

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

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

SECTION II. BACKGROUND OF CFD No. 2006-1

A. Summary Table of Information

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

CFD FORMATION	
Date of Resolution of Intention to Establish	October 24, 2006
Resolution of Intention Number	06-39
Date of Resolution of Formation	November 28, 2006
Resolution of Formation Number	06-44
County Fund Number	6109

B. CFD No. 2006-1 Background

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

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

C. Boundaries

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

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

SECTION III. DEVELOPMENT SUMMARY

CFD No. 2006-1 is proposed to include 422 single family residences at build out. As of June 1, 2018, building permits had been issued for 378 dwelling Units.

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

A. Background

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

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

The information contained in this Section has been compiled and is being presented pursuant to and in accordance with the requirements outlined in the Accountability Act for Fiscal Year 2017/2018.

B. Authorized Services

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

C. Collection of Special Taxes & Expenditures

A separate account is held by the City for the deposit of Special Taxes levied by CFD No. 2006-1 and for the disbursement of authorized expenditures. The following table provides a description of the collection of Special Taxes and the funds disbursed for authorized expenditures for Fiscal Year 2017/2018.

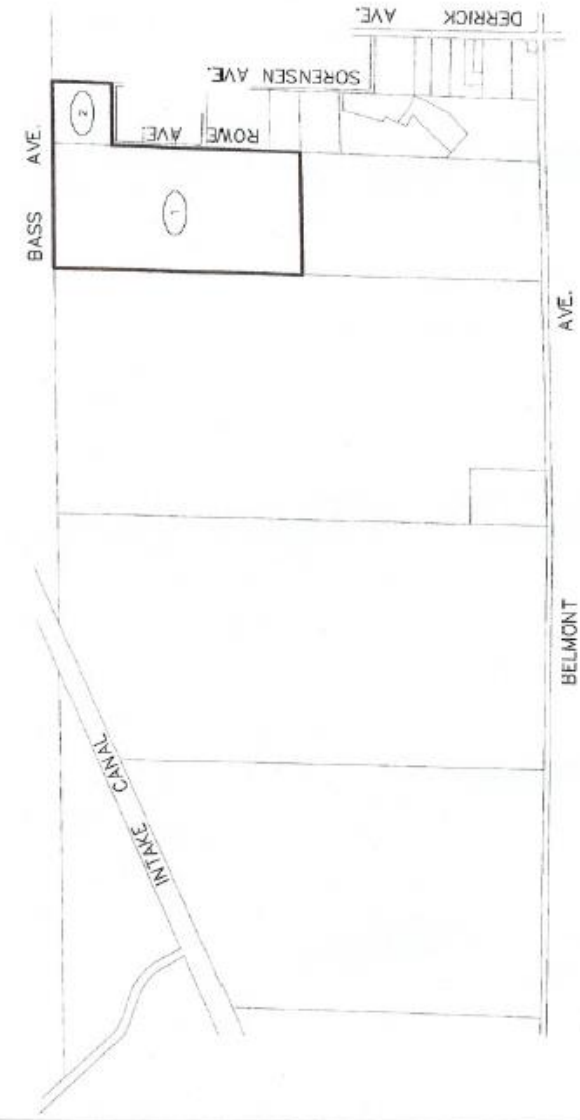
ITEM	AMOUNT
BEGINNING BALANCE AS OF JULY 1, 2017	\$220,381.48
<i>Sources of Funds</i>	
Special Tax Collections	\$286,681.49
<i>Subtotal Sources of Funds</i>	<i>\$286,681.49</i>
<i>Expenditures</i>	
Administrative Expenses	(\$4,856.39)
Police Services	(\$345,884.37)
Fire Services	\$0.00
<i>Subtotal Expenditures</i>	<i>(\$350,740.76)</i>
ENDING BALANCE AS OF JUNE 30, 2018	\$156,322.21

ATTACHMENT 1
BOUNDARY MAP

The following page shows the recorded boundary map.

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

CITY OF MENDOTA
COUNTY OF FRESNO
STATE OF CALIFORNIA



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

Rosendo L. Carter
 CITY CLERK
 CITY OF MENDOTA

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

Donita Dainoff
 COUNTY RECORDER
 COUNTY OF FRESNO
 STATE OF CALIFORNIA

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

THE FRESNO COUNTY ASSESSORS MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



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

LEGEND
 — OFD BOUNDARY
 (1) MAP REFERENCE NUMBER

MAP REF. NO.	ASSESSOR'S PARCEL NO.
1	012-1192-40
2	012-1192-41

KOPPEL & GRUBER
 PUBLIC ENGINEERS

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

(06-036) OCTOBER 2006

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

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

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

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

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

“**Assessor’s Parcel Map**” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“**Base Year**” means Fiscal Year ending June 30, 2007.

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

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

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

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

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

“City” means the City of Mendota.

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

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

“County” means the County of Fresno.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. LAND USE CLASSIFICATION

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

3. MAXIMUM SPECIAL TAX RATES

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

4. METHOD OF APPORTIONMENT

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

5. TERM OF SPECIAL TAX

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

6. EXEMPTIONS

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

7. APPEALS

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

8. COLLECTION OF SPECIAL TAXES

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

ATTACHMENT 3
FISCAL YEAR 2018/2019
SPECIAL TAX ROLL FOR CFD NO. 2006-1

A list of the parcels and CFD No. 2006-1 Special Taxes submitted to the County for FY 2018/2019 is provided in an electronic medium.

Attachment 3

ASSESSOR'S PARCEL NUMBER	APPLIED TAX RATE
012-281-01	\$922.24
012-281-02	\$922.24
012-281-03	\$922.24
012-281-04	\$922.24
012-281-05	\$922.24
012-281-06	\$922.24
012-281-07	\$922.24
012-281-08	\$922.24
012-281-09	\$922.24
012-281-10	\$922.24
012-281-11	\$922.24
012-281-12	\$922.24
012-281-13	\$922.24
012-281-14	\$922.24
012-281-15	\$922.24
012-281-16	\$922.24
012-282-01	\$922.24
012-282-02	\$922.24
012-282-03	\$922.24
012-282-04	\$922.24
012-282-05	\$922.24
012-282-06	\$922.24
012-282-07	\$922.24
012-282-08	\$922.24
012-282-09	\$922.24
012-282-10	\$922.24
012-282-11	\$922.24
012-282-12	\$922.24
012-282-13	\$922.24
012-282-14	\$922.24
012-282-15	\$922.24
012-282-16	\$922.24
012-283-01	\$922.24
012-283-02	\$922.24
012-283-03	\$922.24
012-283-04	\$922.24
012-283-05	\$922.24
012-283-06	\$922.24
012-283-07	\$922.24
012-283-08	\$922.24
012-283-09	\$922.24
012-283-10	\$922.24
012-283-11	\$922.24
012-283-12	\$922.24
012-283-13	\$922.24
012-283-14	\$922.24

012-283-15	\$922.24
012-283-16	\$922.24
012-283-17	\$922.24
012-283-18	\$922.24
012-283-19	\$922.24
012-283-20	\$922.24
012-283-21	\$922.24
012-283-22	\$922.24
012-283-23	\$922.24
012-283-24	\$922.24
012-283-25	\$922.24
012-283-26	\$922.24
012-283-27	\$922.24
012-283-28	\$922.24
012-283-29	\$922.24
012-284-01	\$922.24
012-284-02	\$922.24
012-284-03	\$922.24
012-284-04	\$922.24
012-284-05	\$922.24
012-284-06	\$922.24
012-284-07	\$922.24
012-284-08	\$922.24
012-284-09	\$922.24
012-284-10	\$922.24
012-284-11	\$922.24
012-284-12	\$922.24
012-284-13	\$922.24
012-284-14	\$922.24
012-284-15	\$922.24
012-284-16	\$922.24
012-285-01	\$922.24
012-285-02	\$922.24
012-285-03	\$922.24
012-285-04	\$922.24
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012-285-11	\$922.24
012-285-12	\$922.24
012-285-13	\$922.24
012-285-14	\$922.24
012-285-15	\$922.24
012-285-16	\$922.24

012-286-01	\$922.24
012-286-02	\$922.24
012-286-03	\$922.24
012-286-04	\$922.24
012-286-05	\$922.24
012-286-06	\$922.24
012-286-07	\$922.24
012-286-08	\$922.24
012-291-01	\$922.24
012-291-02	\$922.24
012-291-03	\$922.24
012-291-04	\$922.24
012-291-05	\$922.24
012-291-06	\$922.24
012-291-07	\$922.24
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012-291-20	\$922.24
012-291-21	\$922.24
012-291-22	\$922.24
012-291-23	\$922.24
012-291-24	\$922.24
012-291-25	\$922.24
012-291-26	\$922.24
012-292-01	\$922.24
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AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: SONIA HALL, GRANT CONSULTANT
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: APPLICATION FOR THE PUBLIC BENEFIT GRANT PROGRAM ADMINISTERED BY THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT
DATE: OCTOBER 9, 2018

ISSUE

Shall the Council approve the application for the Public Benefit Grant Program and authorize the Interim City Manager to execute said application?

BACKGROUND

The Public Benefit Grant Program is administered by the San Joaquin Valley Air Pollution Control District. The program offers up to \$20,000 towards the purchase of a new alternative-fueled vehicle.

ANALYSIS

There is a maximum award per agency of \$100,000. An example of the vehicles that the City can get is a 2017 Honda Insight hybrid vehicle for \$18,200, and the base price of the Fiat electric vehicle is \$15,000. The city can also get GEM cars that are under \$20,000. The city can get up to 5 vehicles using grant monies for the above stated amount so that the vehicle(s) can be purchased at little to no cost to the city.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the Interim City Manager to execute the application for the Public Benefit Grant Program administered by the San Joaquin Valley Air Pollution Control District.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE APPLICATION FOR CLEAN AIR
VEHICLES VIA THE PUBLIC BENEFIT
GRANT PROGRAM ADMINISTERED BY
THE SAN JOAQUIN VALLEY AIR
POLLUTION CONTROL DISTRICT**

RESOLUTION NO. 18-70

WHEREAS, the San Joaquin Valley Air Pollution Control District is administering the Public Benefit Grant Program; and

WHEREAS, the City of Mendota desires to obtain clean air vehicles for this program; and

WHEREAS, the City of Mendota Governing Board must authorize someone by resolution, as the “Authorized Individual” to make an application request and administer the Public Benefit Grant Program; and

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

1. Authorizes City staff to participate in this program that will significantly reduce emissions by replacing existing vehicles with clean air vehicles and providing support infrastructure in the City of Mendota support vehicle fleet,
2. The City Manager of the City of Mendota is hereby authorized and empowered to submit an application, administer the program on behalf of the city, and execute all the necessary documents to implement and carry out the purpose of this resolution.

Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of October, 2018, by the following vote:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: SONIA HALL, GRANT CONSULTANT
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: APPLICATION FOR THE REMOVE II GRANT PROGRAM ADMINISTERED BY THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT
DATE: OCTOBER 9, 2018

ISSUE

Shall the Council approve the application for the Remove II Grant Program and authorize the Interim City Manager to execute said application?

BACKGROUND

The San Joaquin Valley Air Pollution Control District (SJVAPCD) administers the Remove II Grant Program which provides incentive funds through the Electronic Mobility Incentive Program (E-Mobility Grant). SJVAPCD has released the Notice of Funding for the E-Mobility Grant. This grant offers incentive funds for the development of telecommunications technology or electronic services to replace vehicle travel by the general public seeking governmental services.

ANALYSIS

The grants would pay for the installation of a new operating system which would allow the general public to access public information, apply for building permits, or make payments for utilities and other services directly from the website. In addition, staff would have the ability to work (telecommute) from other locations, which would also reduce travel time. The grant application will not exceed \$150,000 and should not require a match.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the Interim City Manager to execute the application for the Remove II Grant Program administered by the San Joaquin Valley Air Pollution Control District.

**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 SUBMISSION OF GRANT APPLICATIONS
FOR THE REMOVE II GRANT PROGRAM,
AND NAMING CITY MANAGER AS THE
SIGNING AUTHORITY, TO THE SAN
JOAQUIN VALLEY AIR POLLUTION
CONTROL DISTRICT**

RESOLUTION NO. 18-71

WHEREAS, the San Joaquin Valley Air Pollution Control District serve the San Joaquin Valley in attaining federal and state air quality standards; and

WHEREAS, the San Joaquin Valley Air Pollution Control district administers the Remove II Grant Program which provides up to \$150,000 per application in incentive funds for the Electronic Mobility (E-Mobility) Incentive Program; and

WHEREAS, the San Joaquin Valley Air Pollution Control District has determined that the E-Mobility funded programs will effectively reduce the amount of vehicle emissions released into the air by reducing the number of automobile trips; and

WHEREAS, the City Council of the City of Mendota approves the submission of the Remove II grant application(s) for the development and installation of E-Government Technology, E-Court Technology, Teleconference Systems, Telecommute Center Equipment or other technology; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby authorizes the City Manager or designee to submit applications for the Remove II Program, and is hereby designated the signing authority for the Remove II Program applications and administration.

Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 9th day of October, 2018, by the following vote:

Matt Flood, City Clerk

A G E N D A I T E M – S T A F F R E P O R T

DATE: October 5, 2018
TO: Honorable Mayor and City Council Members
FROM: Cristian Gonzalez, Interim City Manager
John P. Kinsey, City Attorney
SUBJECT: Council discussion on options for assisting Non-Profit Corporations in the City of Mendota

BACKGROUND:

On September 9, 2018, the City Council discussed an agenda item concerning the parameters within which the City can support local non-profit organizations. The City Council was advised that, generally speaking, the City *may not give or lend municipal funds* to any non-profit corporation, as such disbursements constitute unlawful gifts of public funds. (Cal. Const., art. XVI, § 6; see also 15 McQuillen, *The Law of Municipal Corporations* (3d ed. 2017) § 39:31 [“Appropriations to charitable or nonprofit associations, without consideration, *cannot be made.*”] [emphasis added].)

However, we also discussed that there are exceptions to the gift of public funds doctrine, under which the City could potentially enter into an arrangement in which it would provide expenditures to a non-profit organization in exchange for a particular service. However, the City would need to comply with various restrictions, including, *inter alia*, ensuring the City does not favor one non-profit over another; ensuring the City receives adequate compensation for an expenditure and a demonstrable public benefit; being prepared to demonstrate to the public that the expenditure is the best use of the public funds, and ensuring any decision is made as part of a public process.

DISCUSSION:

With the above in mind, staff developed several potential ways in which the City could elect to assist local non-profits. You should note, however, that the City is currently constrained by its adopted budget, and any expenditure would require the City to amend its budget and reallocate funds currently earmarked for existing projects or programs.

In light of foregoing, staff identified the following options:

Option No. 1: in light of the City’s existing budget, and financial uncertainty, take no action, but consider revisiting whether the City will attempt to assist nonprofits until *after* the vote on the City’s proposed sales and use tax increase.

Option No. 2: provide a 50% discount on fees for all non-profits to use City parks and facilities for *bona fide* fundraisers, with restrictions in place to ensure a *for-profit* vendor or promoter could not partner with a non-profit for the primary purposes of receiving a discount on fees. This would be for the rest of the fiscal year.

Option No. 3: identify a need for services that could be performed by local non-profits, such as gang intervention services, and allow all non-profits to submit bids as part of a competitive bidding process, with safeguards to ensure the services would be adequately performed. If the City Council expresses a desire to select Option No. 3, the City Council should (i) determine the timing of the competitive process, and (ii) identify how the budget should be amended to help fund such a program.

Option No. 4: some combination of the above options.

RECOMMENDATION:

The City currently does not have funds budgeted to support local non-profit organizations. As such, staff recommends that the City Council select Option No. 1, with the possibility of revisiting the issue after the voters consider the sales and use tax increase in November 2018.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: FIRST ADDENDUM TO THE LA COLONIA SUBDIVISION DEVELOPMENT AGREEMENT FOR PARK IMPROVEMENTS
DATE: OCTOBER 9, 2018

ISSUE

Shall the City Council conduct the first reading of Ordinance No. 18-06, an addendum to the La Colonia Subdivision Development Agreement, changing the location of the soccer field improvements, and set the public hearing for the October 23rd City Council meeting?

BACKGROUND

Back in August the City Council approved a Development Agreement for the La Colonia Subdivision. Part of the agreement required that the developer reconstruct the existing soccer field at Rojas Pierce Park. Recently, the City Council directed staff to bring forth an addendum to the agreement, that would require that the developer construct a completely new soccer field adjacent to the existing soccer field to allow for a future baseball diamond to be built at the existing soccer field site.

ANALYSIS

If the Council so desires to change the location of the soccer field and approve the addendum, this will delay the project a few months, but the end result would be a new soccer field, not a remodeled one. This would also allow room for construction of a new baseball diamond directly next to the existing diamond.

FISCAL IMPACT

This addendum will require some additional grading costs, but it appears that there is sufficient in lieu fees to support the additional fees.

RECOMMENDATION

Staff recommends that the City Council discuss the proposed ordinance, take comment from the public, conduct the first reading of Ordinance No. 18-06 and set the public hearing for the October 23rd Council Meeting.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN ADDENDUM TO THE DEVELOPMENT
AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND KSA HOMES,
INC., RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN
AS THE LA COLONIA PROPERTY**

ORDINANCE NO. 18-06

WHEREAS, on August 28, 2018 the City Council of the City of Mendota (“City”) adopted Ordinance No. 18-04, approving a development agreement by and between the City and KSA Homes, Inc. (“Developer”), attached hereto as Exhibit “A” and incorporated herein by this reference (“Development Agreement”);

WHEREAS, Exhibit “H” to the Development Agreement provides, among other things, that Developer shall reconstruct the existing soccer field at Rojas Pierce Park by April 30, 2019;

WHEREAS, the City and Developer desire that, rather than requiring Developer to reconstruct an existing soccer field at Rojas Pierce Park by April 30, 2019, Exhibit “H” to the Development Agreement require Developer to construct a new soccer field at Rojas Pierce Park by May 30, 2019.

WHEREAS, staff has prepared an addendum to the Development Agreement modifying Exhibit “H” thereto in accordance with the intentions of City and Developer, which is attached hereto as Exhibit “B” and incorporated herein by this reference (“Addendum”);

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

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit “A” and the Addendum to the Development Agreement attached hereto as Exhibit “B.”

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to “Development Agreement Regulations.”

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

1. The Development Agreement, as modified by the Addendum, is consistent with the objectives, policies, general land uses and programs specified in the

General Plan, as amended, in that it establishes certain development rights, obligations and conditions for the implementation of the La Colonia Property;

2. The Development Agreement, as modified by the Addendum, is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the La Colonia Property;
3. The Development Agreement, as modified by the Addendum, is in conformity with public convenience, general welfare and good land use practice;
4. The Development Agreement, as modified by the Addendum, will not be detrimental to the public health, safety and general welfare;
5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

SECTION 4. The foregoing findings and determinations are based upon the following:

1. The Recitals set forth in this Ordinance, which are deemed true and correct;
2. Ordinance No. 18-04, adopted by the City Council on August 28, 2018, approving the Development Agreement by and between City and Developer, and the Recitals therein, which are deemed true and correct;
3. Resolution No. 18-61, adopted by the City Council on August 14, 2018, making findings as to the Mitigated Negative Declaration for the La Colonia Project, approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
4. The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. 18-62 prior to adoption of this Ordinance;
5. All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property;
6. All documentary and oral evidence received at public hearings or submitted to the Planning Commission, or City during the comment period relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property; and
7. All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Addendum, attached hereto as Exhibit "B," subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as

approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Addendum on behalf of the City of Mendota.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

* * * * *

The foregoing ordinance was introduced on the 9th day of October, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 23rd day of October, 2018 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND KSA HOMES,
INC., RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN
AS THE LA COLONIA PROPERTY**

ORDINANCE NO. 18-04

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

WHEREAS, in accordance with the Development Agreement Statute, the City of Mendota (the "City") has enacted regulations (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, the La Colonia Property is owned by KSA Homes, Inc., a California Limited Liability Corporation ("Developer"); and

WHEREAS, on August 14, 2018, the City certified the Mitigated Negative Declaration for the La Colonia Project; and

WHEREAS, prior to adopting this Ordinance, the City Council, on August 14, 2018, adopted Resolution No. 18-61, finding that, where feasible, mitigation measures have been imposed and modifications incorporated into the Project which avoid or substantially lessen all significant adverse environmental impacts; and

WHEREAS, the City Council of the City of Mendota adopted Resolution No. 18-62, which approved a general plan amendment for the La Colonia Property; and

WHEREAS, the City Council of the City of Mendota adopted No. 18-03, which approved a zone change for the La Colonia Property; and

WHEREAS, Developer desires to carry out the development of the La Colonia Property consistent with the General Plan, as amended, zone change and the Development Agreement and the vested entitlements referenced therein; and

WHEREAS, the Development Agreement will assure the City and its residents and the Developer that the Development will proceed as proposed and that the public improvements and other amenities and funding obligations, will be accomplished as proposed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 19, 2018, on the Mitigated Negative Declaration, the General Plan Amendment, zone change and project entitlements, during which public hearing the Planning Commission received comments from the Developer, City staff, public agencies and members of the general public; and

WHEREAS, following the public hearing, the Planning Commission made a recommendation to the City Council on the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map and the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on August 14, 2018, held a duly noticed public hearing on the Mitigated Negative Declaration, the General Plan Amendment, zone change, project entitlements, and the Development Agreement, during which public hearing, the City Council received comments from the Developer, City staff, public agencies and members of the general public; and

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

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to "Development Agreement Regulations".

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, in that it establishes certain development rights, obligations and conditions for the implementation of the La Colonia Property;
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the La Colonia Property;
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Development Agreement will not be detrimental to the public health, safety and general welfare;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

SECTION 4. The foregoing findings and determinations are based upon the following:

1. The Recitals set forth in this Ordinance, which are deemed true and correct;
2. Resolution No. 18-61, adopted by the City Council on August 14, 2018, making findings as to the Mitigated Negative Declaration for the La Colonia Project, approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
3. The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. 18-62 prior to adoption of this Ordinance;
4. All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property;
5. All documentary and oral evidence received at public hearings or submitted to the Planning Commission, or City during the comment period relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property; and
6. All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Mendota.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

* * * * *

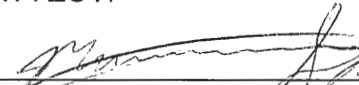
The foregoing ordinance was introduced on the 14th day of August, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of August, 2018 by the following vote:

AYES: 4 – Mayor Pro Tem Martinez, Councilors Mendoza, Rosales, and Silva
NOES: 0
ABSENT: 1 – Mayor Castro
ABSTAIN: 0



Victor Martinez, Mayor Pro Tem

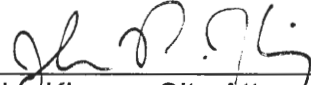
ATTEST:



Matt Flood, City Clerk



APPROVED AS TO FORM:



John Kinsey, City Attorney

DEVELOPMENT AGREEMENT

By and Between
THE CITY OF MENDOTA
and
KSA HOMES, INC.

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this 28th day of August, 2018 (the “**Effective Date**”) by and between the City of Mendota, a municipal corporation (the “**City**”), and **KSA Homes, Inc., a California corporation (“Developer”)**, pursuant to the authority of Section 65864 et seq. of the Government Code of the State of California. City or Developer may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. Legal Authority. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Sections 65864 et seq. of the Government Code (“**Development Agreement Law**”) authorizing any city, county or city and county to enter into a binding development agreement with an applicant for a development project, establishing certain development rights in the property which is the subject of the development project application.

B. Project Description. On August 14, 2018, the City adopted the Mitigated Negative Declaration for the La Colonia Project (Resolution No. 18-61). The La Colonia Project includes two parcels containing approximately 18.7 acres on the south side of Bass Avenue, east of State Highway 33 in the City of Mendota, bearing Fresno County Assessor’s Parcel Numbers of 013-061-015 and 012-160-039 (the “Subject Property”). The La Colonia Project includes 86 lots for single family homes, a lot for a mini park, and a 1.65-acre lot for future commercial development. Attached hereto as **Exhibit B** and incorporated herein by this reference is a map depicting the location of the La Colonia Project that is governed by this Agreement.

C. Developer’s Interest in Land. California Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the fee simple owner or has an equitable interest in the Subject Property, more particularly described in the legal description attached hereto as **Exhibit A** and the Site Map attached hereto as **Exhibit B**. Developer seeks to develop the Subject Property consistent with the 2025 Mendota General Plan (“**General Plan**”).

D. Development Approvals. The following development approvals (“**Development Approvals**”) affecting the Subject Property have been previously approved by the City or will be approved concurrently with this Agreement:

1. A Mitigated Negative Declaration (“MND”), including project-specific mitigation measures adopted by the City.
2. General Plan Amendment 2018-01, amending the Land Use Map of the General Plan to change the land use designation of the project site from “Community Commercial” and “High Density Residential” to “Medium Density Residential” and a smaller area of “Community Commercial” and “Recreational” approved by the City Council. (Resolution No. 18-62).
3. Zone Change 2018-01, changing the zoning of the Site, adopted by the City Council. (Ordinance No. 18-03).
4. This Development Agreement approved by the City Council (Ordinance No. 18-04, adopted on August 28, 2018).
5. Tentative Subdivision Map No. 2018-01, creating 86 single family lots, a lot for commercial development, and a lot for a mini park, approved by the Planning Commission on June 19, 2018 (“Tentative Map”) (**Exhibit C**).

E. Certainty Desired. Developer desires to carry out the development of the Subject Property as a mixed use development consistent with the General Plan, the Development Approvals, and this Agreement. The complexity, magnitude and long term build-out of the Subject Property would be difficult for Developer to undertake if the City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with the development of the Subject Property. In order to obtain the housing, tax and other benefits the development of the Subject Property will provide and to assure that the impacts of the La Colonia Project will be adequately addressed, City desires certainty as to the scope of development, and in particular that needed infrastructure, facilities and services related to the La Colonia Project will be provided in a timely fashion. Developer desires certainty regarding the type and amount of development fees and exactions that it will be charged by the City and to define the design review and permitting process. As a result of the execution of this Agreement, both Parties can be assured that the development of the Subject Property can proceed without disruption caused by a change in City planning and development policies and requirements.

F. Subsequent Development Approvals. In addition to the Development Approvals, the development of the Subject Property will require various additional future land use and construction approvals from the City to implement the Development Approvals (“**Subsequent Development Approvals**”). Subsequent Development Approvals may include but are not limited to: parcel maps (vesting or otherwise), conditional use permits, site plans and building permits.

G. Consistent with General Plan. The City hereby finds and determines that the execution of this Agreement is in the best interests of the public health, safety and general welfare and is consistent with the General Plan.

H. Voluntary Agreement. This Agreement is voluntarily entered into by the Developer in order to implement the General Plan and in consideration of the rights conferred and the procedures specified herein for the development of the Subject Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the General Plan and in consideration of the agreements and undertakings of the Developer hereunder.

I. Project Provides Substantial Benefits. This Agreement furthers the public health, safety and general welfare, and the provisions of this Agreement are consistent with the General Plan. For the reasons recited herein, the City and Developer have determined that the La Colonia Project is a development for which this Agreement is appropriate. This Agreement will eliminate uncertainty regarding Development Approvals and Subsequent Development Approvals, thereby encouraging planning for, investment in and commitment to use and develop the Subject Property. Continued use and development of the Subject Property is anticipated to, in turn, provide the following substantial benefits and contribute to the provision of needed infrastructure for area growth, thereby achieving the goals and purposes for which the Development Agreement Law was enacted:

1. Provide for the development of unused agricultural land.
2. Provide increased tax revenues for the City.
3. Provide for jobs and economic development in the City.
4. Provide infrastructure improvements that can be utilized by regional users and future users.

J. CEQA. The City Planning Commission, in its independent judgment, on the basis of an initial environmental assessment and findings of no significance, found that the La

Colonia Project will not have a significant impact on the environment and adopted a Mitigated Negative Declaration on June 19, 2018.

K. This Agreement was reviewed at a duly noticed public hearing before the City Council of the City.

L. The City Council, after a duly noticed public hearing, found that the provisions of this Agreement are consistent with the General Plan and other applicable plans and policies of the City.

M. On August 28, 2018, the City Council adopted **Ordinance** No. 18-04 approving this Agreement. A copy of the Ordinance is attached hereto as **Exhibit D** and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Developer (each herein sometimes called a “**Party**” and jointly the “**Parties**”) hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

100. Property Description and Binding Covenants. The Subject Property is that property described in **Exhibit A**. The Developer represents that it has a legal or equitable interest in the Subject Property and that all other persons holding legal or equitable interests in the Subject Property (excepting owners or claimants in easements) are bound by this Agreement. It is intended and determined that the provisions of this Agreement shall constitute covenants which shall run with the Subject Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties. The Developer hereby warrants that any and all parties having record title interest at the time of execution of this Agreement in the Subject Property which may ripen into a fee have subordinated to this Agreement and that all such instruments of subordination, if any, are attached hereto and made a part of this Agreement. To the extent there exists any area of the Subject Property have has not yet been annexed to the City, said property shall be so annexed prior to expiration of the term of this Agreement as the same may be amended and the duration extended pursuant to the terms of Section 700.

101. Vested Rights. Developer shall have a vested right to develop the Subject Property for the period this Agreement is in effect in accordance with the Development Approvals,

Subsequent Development approvals, the provisions of this Agreement and Applicable Rules (as defined in Section 102.1). The Parties have negotiated and agreed upon the development impact fees, dedications, and exactions that will be required in connection with the development of the Subject Property. The off-site improvements, dedications and exactions applicable to the Subject Property are set forth in **Exhibit E** (Storm Drain), **Exhibit F** (Traffic Signal), **Exhibit G** (Well), and **Exhibit H** (Soccer Field). The Parties intend that these shall be the only off-site improvements, dedications, and exactions applicable to the development of the Subject Property during the period this Agreement is in effect. In lieu of portions of the development impact fees applicable to the development of the Subject Property, Developer shall be required to construct the off-site improvements as further described in **Exhibit E** (Storm Drain), **Exhibit F** (Traffic Signal), **Exhibit G** (Well), and **Exhibit H** (Soccer Field) (collectively, the “**In Lieu Improvements**”).

As set forth in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H**, Developer shall be eligible for partial reimbursement of the subject off-site improvements. Portions of the reimbursements, as specified in each of these Exhibits, shall be payable as acceptable progress is made and upon timely completion of the enumerated improvements and acceptance thereof by the City. The remaining portions of the reimbursements shall be repaid as credits against the cumulative Development Impact Fees that would otherwise be assessed to the development. These fees are set forth in **Exhibit I**. No reimbursement will be made for any costs for the improvements in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H** which are in excess of the total Development Impact Fees which would be assessed to the development.

To the extent that the City’s regular Development Impact Fees for the development exceed the reimbursable portions of the offsite improvements set forth in **Exhibit E**, **Exhibit F**, **Exhibit G**, and **Exhibit H**, the remaining amounts shall be paid by the Developer to the City. The City shall divide the funds between its several Development Impact accounts in proportion to the total overall fee that would have been charged to the development in the absence of this Development Agreement.

After the first eight (8) years of this Agreement, the development impact fees applicable to the development of the Subject Property shall be **all** applicable fees, as reasonably determined by the City, adopted by the City and in effect at the time payment of the fees is required, including any new fees the City adopted at any time the Agreement is in effect. The amount of the fees applicable to the development of the Subject Property after the first eight (8) years the agreement is in effect shall be as set forth in the most current adopted Master Fee schedule at the time payment is required.

The amounts of permit processing fees shall be in accordance with City standard practice and regulation at the time of this Agreement. Nothing provided in this Agreement shall limit the

Developer from exercising vesting rights obtained before or after execution of this Agreement through other means.

To the extent not otherwise provided in this Agreement, the conditions of approval and mitigation measures in the Development Approvals related to dedications and reservation of easements are intended to meet the requirements of Government Code section 65865.2 related to a development agreement providing a provision for the reservation or dedication of land for a public purpose.

102. Rules, Regulations and Official Policies.

102.1 Applicable Rules, Regulations and Official Policies. For the term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, density, design, improvement and construction standards and specifications applicable to the development of the Subject Property shall be the Applicable Rules as defined in this Section 102.1. The Applicable Rules are defined as those rules, regulations, and official policies set forth in (i) the Development Approvals; (ii) this Agreement (including Exhibits); and (iii) with respect to matters not addressed by these documents, those rules regulations, official policies, standards and specifications in force on the date of this Agreement, to the extent not inconsistent with the Development Approvals and this Agreement. The Applicable Rules shall also include, any changes in the General Plan, City of Mendota Zoning Ordinance (“**Zoning Ordinance**”) or any future rules, ordinances, regulations or policies adopted by the City which are made applicable by the provisions of Section 102.2.

Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, Zoning Ordinance or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the development of the Subject Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the parties mutually agree to amend or modify this Agreement pursuant to Section 700.

To the extent not otherwise provided in this Agreement, the requirements of the Applicable Rules shall fulfill the requirements of Government Code section 65865.2 related to the agreement specifying allowed uses, allowed density and intensity of uses and maximum height and size of proposed buildings.

102.2 Changes in State or Federal Law. This Section shall not preclude the application to the development of the Subject Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the date of this Agreement, or action by any governmental jurisdiction other than the City required

by state or federal laws, prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, then the Parties shall meet and confer in good faith to determine the feasibility of modifying, extending or suspending one or more provisions of this Agreement as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction required by state or federal laws. The Developer shall provide a reasonable number of options to the City and demonstrate the feasibility of modifying, extending or suspending the Agreement in part. Developer is required to provide all engineering and analysis (which shall meet industry and City standards) to support its position.

To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state laws) have the effect of preventing, delaying or modifying development of the Subject Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. The Developer is required, at its cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal or state agencies required by federal or state laws (or such actions of regional and local agencies, including the City, required by federal or state laws).

103. City's Reservation of Authority. The Parties acknowledge that the intent of the Parties is that this Agreement be construed in a manner that protects the vested rights granted to Developer herein to the maximum extent allowed by law. The Parties further acknowledge and agree, however, that the City is restricted in its authority to limit its police power by contract and that the limitations, reservations and exceptions contained in this Agreement are intended to reserve to the City all of its police power and/or statutory or other legal powers or responsibilities that cannot be so limited. This Agreement shall be construed to reserve to the City all such power and authority which cannot be restricted by contract, including compliance with the California Environmental Quality Act (CEQA). Nor shall this Agreement be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit the discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws, and entitlement of use which require the exercise of discretion by the City or any of its officers or officials.

104. Term; Recordation. The term of this Agreement shall commence upon the recordation of this Agreement with the County Recorder and shall extend for a period of twenty (20) years. Thereafter, unless said term is modified or extended by mutual consent of the Parties, subject to the provisions of Section 700 hereof, upon expiration of said term, this Agreement shall be deemed terminated and of no further force and effect and the Parties shall, upon request of the City, execute an appropriate certificate of termination which shall be recorded in the official

records of the County, subject, however, to the provisions of Section 307 hereof. The City Planning Director shall record the Agreement within 10 days of final approval by Council.

105. Sale or Assignment; Release. This Agreement, its rights, duties or obligations may be assigned, sold, exchanged or transferred, in whole or in part, in connection with a transfer by Developer of all or a portion of its interests in the Subject Property, subject to the terms of this Section.

105.1 A sale, transfer or assignment of all or a portion of Developer's interest in this Agreement shall not require the approval of the City if:

- a. All processing fees then due have been paid as required by the terms of this Agreement, and all In Lieu Improvements required in **Exhibit E** (Storm Drain), **Exhibit F** (Traffic Signal), **Exhibit G** (Well), and **Exhibit H** (Soccer Field) and any other public improvements and facilities required to be constructed or installed by Developer in connection with the development of the Subject Property, or applicable portion thereof, have been constructed and installed, or Developer or the proposed assignee have provided security adequate, in the reasonable discretion of the City, to assure construction and installation of any and all such public improvements and facilities and the City receives a copy of the assignment that meets the requirements of Section 105.3; or
- b. The sale, transfer or assignment is to an entity controlled by or in common control with Developer; or
- c. The transfer or assignments results from the death or mental or physical incapacity of an individual who is a controlling member of the Developer corporation; or
- d. The transfer or assignment is in trust for the benefit of a spouse, children, grandchildren or other family members of a controlling member of the Developer corporation; or
- e. The transfer or assignment consists of the granting of a security interest in this Agreement and the enforcement or use of such security interest in accordance with the remedies available thereunder.

105.2 Any other sale, transfer or assignment of all or a portion of Developer's interest in this Agreement shall require the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

105.3 Any proposed assignee or transferee shall agree to assume and be bound by all applicable duties, obligations and covenants of the Developer under this Agreement. The assumption must be set forth in an assumption agreement in a form reasonably acceptable to and approved in writing by the City. Any assumption agreement shall include a Notice to the assignee that they may be subject to fees for development of the property, as limited by the terms of this Agreement.

105.4 If the Developer transfers the Subject Property and assigns this Agreement in violation of the terms of this Section, the City may terminate the Agreement at its discretion with fifteen (15) days' written notice.

105.5 The Developer acknowledges that the City has formed a community facilities district (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act") to finance all or a portion of the cost of providing police, fire and paramedic services, as well any other services determined by the City which are allowed to be financed pursuant to the Act, that are in addition to those provided in the territory within the CFD prior to the formation of the CFD and do not supplant services already available within the territory proposed to be included in the CFD and to levy a special tax to pay for such services. The Developer agrees to include Tract No. 6218 in the CFD or annex Tract No. 6218 into the CFD, and the Developer shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6218 into the CFD. In furtherance of the foregoing, the Developer agrees to approve the levy of a special tax on any residential dwelling unit in the amount that is no less than \$855.43 per year but not greater than \$855.43 per year, which shall be subject to an annual escalation factor of no less than 2% but no greater than the rate of increase in the Consumer Price Index published by the U.S. Department of Labor for the County of Fresno.

105.6 Because of the extensive landscaping Developer will be constructing along the Bass Avenue frontage of the Project, and the landscaping improvements required for the pocket park proposed within the development, the City intends to form a Landscape and Lighting District (LLD) under the Landscape and Lighting of 1972 (Street & Highways Section 22500, et seq.) to finance the ongoing maintenance, irrigation and repair costs for those areas, which will all be the responsibility of the City. The Developer agrees to annex Tract No. 6218 into the LLD, and the Developer shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. 6218 into the LLD. In furtherance of the foregoing, the Developer agrees to approve the levy of an assessment on any residential dwelling unit in the amount that is no less than \$242.00 per year but not greater than \$242.00 per year, which shall be subject to an

annual escalation factor of no less than 2% but no greater than the rate of increase in the Consumer Price Index published by the U.S. Department of Labor for the County of Fresno.

ARTICLE 2
DEVELOPMENT OF THE SUBJECT PROPERTY

200. Permitted Uses and Development Standards. In accordance with and subject to the terms and conditions of this Agreement, the Developer may develop the Subject Property for the uses and in accordance with the Applicable Rules, including the standards, uses and processes contained in the Development Approvals, Subsequent Development Approvals, and this Agreement.

201. Approvals.

201.1. Processing Subsequent Development Approvals.

201.1.1 Timely Submittals By Developer. Developer acknowledges that City cannot begin processing Subsequent Development Approvals until Developer submits complete applications. Developer shall use its best efforts to (i) provide to City in a timely manner any and all documents, applications, plans, and other information necessary for City to carry out its obligations hereunder; and (ii) cause Developer's planners, engineers, and all other consultants to provide to City in a timely manner all such documents, applications, plans and other required materials as set forth in the Applicable Rules. Developer shall use all reasonable efforts to submit or cause to be submitted documents, applications, plans and other information necessary for City to carry out its obligations hereunder that are in a final form, not subject to unreasonable changes by the Developer and that comply with this Agreement and all Applicable Rules. Plan changes made after submittal pursuant to this Section will be subject to such additional charges as provided in **Exhibit I**. The City reserves the right to reject any incomplete or non-conforming submittals.

201.1.2 Timely Processing By City. Upon submission by Developer of all appropriate applications and applicable processing fees for any Subsequent Development Approvals, City shall promptly and diligently, subject to the reasonable availability of City resources and City's procedural requirements, commence and complete all steps necessary to act on Developer's Subsequent Development Approval applications. Upon Developer's request and at the City's discretion, the City may provide, at Developer's expense, additional staff and/or staff consultants for concurrent, expedited planning and processing of each Subsequent Development Approval application.

201.1.3 Effect of Legal Proceedings. Notwithstanding any pending administrative or judicial proceedings, initiative or referendum concerning the Development Approvals or Subsequent Development Approvals, and provided that such actions by City or Developer are not proscribed by law or court order, City shall process the Developer's applications for Subsequent Development Approvals as provided for herein to the fullest extent allowed by law and Developer may proceed with development pursuant to the Development Approvals or Subsequent Development Approvals to the fullest extent allowed by law.

201.2. Certificate of Occupancy. Subject to any requirements in this Agreement for issuance of certificates of occupancy, the City shall use all reasonable efforts to diligently and promptly provide a certificate of occupancy for any portion of the Subject Property when applied for by the Developer and upon completion of all necessary requirements to obtain a certificate of occupancy.

201.3. Non-Development Entitlement Plan Review. Nothing provided in this Section 201 is intended to include the submission and review by the City of plans for off-site improvement (as required under Exhibit E, Exhibit F, Exhibit G, and Exhibit H), including but not limited to, construction plans for traffic signals, storm drains, and public water systems or well sites. Procedures to be used for review of off-site improvements shall be pursuant to then existing City policies, ordinances and standards. Plan submittals for off-site improvements will not be given priority status over any other submittals but will be reviewed on a "first in first out" basis.

202. Public Facilities.

202.1. Financing and Construction. Developer is responsible for financing and constructing the following public facilities in conjunction with the development of the Subject Property, all as set forth in the Development Approvals:

202.1.1 On-Site Improvements. Developer shall construct the On-Site Improvements as provided in the Conditions of Approval for the subdivision.

202.1.2 Off-Site Improvements. Developer will construct all Off-Site Improvements as provided in Exhibit E, Exhibit F, Exhibit G, and Exhibit H pursuant to the description and timing provided in those exhibits.

202.1.3 Financing of Off-Site Improvements. Developer is responsible for financing the construction of the Off-Site Improvements described in Exhibit E, Exhibit F, Exhibit G, and Exhibit H. Partial reimbursement of these costs will be made, in accordance

with the provisions of Paragraph 101 of this Agreement and Exhibit E, Exhibit F, Exhibit G, and Exhibit H.

202.2. Public Works Development Standards; Specifications. In completing the construction of the On-Site and Off-Site Improvements described in Exhibit E, Exhibit F, Exhibit G, and Exhibit H, Developer shall comply with (a) the conditions and terms of the Development Approvals and Subsequent Development Approvals, (b) all approved construction plans, (c) all applicable laws, ordinances, and resolutions in effect at the time of construction not inconsistent with this Agreement, and (d) the construction standards contained in the City's Standard Specifications in effect at the time of construction. If the City does not have standard specifications for any construction to be performed, the Developer will complete construction in accordance with the standards and specification of the State of California, Department of Transportation. Developer shall complete all construction to the satisfaction of, and use materials satisfactory to, the City Engineer and the City. The City Engineer and/or the City may inspect all construction and materials.

202.3. Acceptance and Warranty of Public Facilities. The City's final written acceptance of any Off-Site Improvements will constitute a finding that it complies with the plans and specifications required above. The City may not unreasonably condition, delay or withhold acceptance of Off-Site Improvements. The Off-Site Improvements shall be owned by the City upon their completion and acceptance. Developer shall provide a warranty for any defects (whether latent or patent) in work or material or design in the Off-Site Improvements that occur or appear within one year after the date of written acceptance. The warranty shall provide that the City may give written notice to repair or correct any defect within seven (7) calendar days of notice, occurring or appearing within one year, and Developer and/or its warrantor will repair or correct the defect without additional cost to the City. After a failure of the Off-Site Improvements requiring an emergency repair by City crews, the Developer or its warrantor shall reimburse all reasonable costs for labor and materials within forty-five (45) days of invoice. Failure to repair or correct any defect may result in an offset to, or suspension of, reimbursements, if any, or may be considered a default of this Agreement, until the repair or correction is completed to the reasonable satisfaction of the City. Developer shall include the City as a named beneficiary to any subcontract for or warranty of the public facilities. This subsection will survive termination of this Agreement.

202.4. Prevailing Wages. As the Off-Site Improvements identified in Exhibit E, Exhibit F, Exhibit G, and Exhibit H constitute public works, under State law, Developer is required to pay and to cause its contractor and subcontractors to pay prevailing wages for the construction of the Off-Site Improvements as those wages are determined pursuant to Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Sections 1720 et seq.

and implementing regulations of the Department of Industrial Relations. Developer shall or shall cause its contactor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as required by law. During the construction of the Off-Site Improvements, Developer shall or shall cause its contractor to post at the La Colonia Project the applicable prevailing rates of per diem wages. Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Developer, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the Off-Site Improvements as being subject to Prevailing Wages.

203. Reimbursements and Credits. For the first eight (8) years this Agreement is in effect, Developer shall be responsible for paying only those fees identified herein. Notwithstanding the above, Developer shall be responsible for paying any fees the City collects for other agencies pursuant to (i) state or federal law or (ii) any City agreement or City ordinance adopted or entered into to comply with state or federal law or judgment of a court of law, provided that Developer does not hereby waive any right it may have to contest the validity or amount of any such fee.

204. Conditions to and Formula for Reimbursement for Off-Site Improvements. Based on the credit applicable to the development fees for construction of the Off-Site Improvements as set forth in Paragraph 101 above and in **Exhibit E, Exhibit F, Exhibit G, and Exhibit H**, Developer shall not be entitled to any other reimbursement and/or credits pursuant to any fee programs as provided in the Mendota Municipal Code and/or adopted City policies for those fee programs.

205. Amendments to Development Approvals. Given the potential for a long-term build-out of the La Colonia Project, the Parties acknowledge that development of the Subject Property may require amendments to Development Approvals or Subsequent Development Approvals. Amendments to the Development Approvals or Subsequent Development Approvals shall be processed as follows:

205.1. Administrative Amendments. Upon the written request of Developer for an amendment or modification to a Development Approval or Subsequent Development Approval, the Planning Director or his/her designee shall determine: (i) whether the requested amendment or modification is minor; and (ii) whether the requested amendment or modification is consistent with the Applicable Rules. If the Planning Director or his/her designee finds that the proposed amendment or modification is minor, consistent with the Applicable Rules, and is not subject to

further environmental review under CEQA (See CEQA Guidelines §§ 15162, 15163), the amendment shall be determined to be an “**Administrative Amendment**” and the Planning Director or his/her designee may approve, or may approve with appropriate conditions, the Administrative Amendment. The determination of whether a requested amendment or modification is an Administrative Amendment shall be within the reasonable discretion of the Planning Director.

Examples of amendments or modifications which may, depending on particular circumstances, be treated as Administrative Amendments, include, but are not limited to, the following: (1) lot line adjustments that do not alter the concepts of the project design; (2) alterations in vehicle circulation patterns or vehicle access points which do not adversely affect capacity or service levels; (3) changes in trail alignments; (4) substitutions of comparable landscaping for any landscaping shown on any final development plan or landscape plan; (5) variations in the location of structures that do not substantially alter the design concepts of the project; (6) variations in the location or installation of utilities and other infrastructure connections or facilities that do not substantially alter the design concepts of the project; (7) minor alterations in design or configuration of buildings that are consistent with development standards for the La Colonia Project; and (8) minor adjustments to the Subject Property legal description. Administrative Amendments are subject to the City’s normal processing fees at the time the Administrative Amendment is considered for approval. In no event shall an Administrative Amendment be deemed a new entitlement or otherwise subject the development of the Subject Property to any new or increased fees or exactions, any provisions of the Mendota Municipal Code or City policies or procedures to the contrary notwithstanding.

205.2 Material Amendments. Any request of Developer for an amendment or modification to a Development Approval or Subsequent Development Approval that is reasonably determined by the Planning Director or his/her designee to be a material amendment (“**Material Amendment**”), as opposed to an Administrative Amendment, shall be subject to review, consideration and action pursuant to the laws in effect at the time the Material Amendment is considered for approval. Notwithstanding any provision in the Agreement to the contrary, the City may impose mitigation measures necessary to comply with CEQA for Material Amendments. Material Amendments are subject to processing fees in effect at the time the Material Amendment is considered for approval.

205.3 Future Amendments. Any future amendment or modification to a Development Approval or Subsequent Development Approval shall be incorporated in this Agreement without the need to amend this Agreement.

209. Encumbrances and Lender's Rights.

209.1 Permitted Encumbrances. This Agreement shall be superior and senior to any lien placed upon the Subject Property. The Parties agree that this Agreement shall not prevent or limit any owner of an interest in the Subject Property from encumbering the Subject Property with any deed of trust or other security device securing financing with respect to the Subject Property.

209.2 Lender's Rights. The holder of any mortgage, deed of trust, or other security arrangement ("**Lender**") with respect to the Subject Property, or any portion thereof, that has requested, in writing, receipt of notice of any event of default under this Agreement shall be entitled to receive a copy of any notice of default and shall be allowed an opportunity to cure such default. The Lender shall receive a second default notice thirty (30) days before the City institutes legal proceedings and the Lender shall again be allowed an opportunity to cure such default.

The holder of any mortgage, deed of trust, or other security arrangement with respect to the Subject Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Subject Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

ARTICLE 3

DEFAULT, REMEDIES, TERMINATION

300. General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged with being in default shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may at its option:

1. Terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement or the Subject Property; provided, however, if portions of the Subject Property are held in separate ownership at the time such event of default occurs and such event of default is related only to one portion, this Agreement may be terminated only as to such portion and no such termination shall impair the continuing applicability of this Agreement to the remainder of the Subject Property; or

2. Institute legal or equitable action to cure, correct or remedy any default, including, but not limited to, an action for specific performance of the terms of this Agreement; provided, however, that in no event shall either party be liable to the other for money damages for any default or breach of this Agreement.

301. Developer Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on any portion of the Subject Property if the permit applicant owns or controls such portion of the Subject Property and if such applicant or any entity or person controlling such applicant has been found to be in default as to such portion of the Subject Property by the City Council of the City of Mendota under the terms and conditions of this Agreement, unless such default is cured or this Agreement is terminated. A default as to an owner of any portion of the Subject Property shall have no impact on any portion of the Subject Property not owned by such defaulting owner. The Developer shall cause to be placed in any covenants, conditions and restrictions applicable to the Subject Property, lessee or City, acting separately or jointly, to enforce the provisions of this Agreement and to recover attorneys' fees and costs for such enforcement.

302. Annual Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer with the terms and conditions of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. The costs of notice and related costs incurred by the City for the annual review conducted by the City pursuant to this Section 302 shall be borne by the Developer.

The City Manager shall provide thirty (30) days prior written notice of such periodic review to the Developer. Such notice shall require the Developer to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be

reasonably requested by the City Manager and deemed by him to be required in order to ascertain compliance with this Agreement. If, following such review, the City Manager is not satisfied that the Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, the City Manager may refer the matter, along with his recommendations, to the City Council.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement; nor shall the Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

303. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities' enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation or similar grounds for excused performance. If written notice of such delay is given within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon. In particular, a shutdown of the Federal government, whether ordered by the Executive or caused by the actions of the Congress, which affects disbursement of funds to the Applicant from any Federal agency, time of performance shall be extended three (3) days for every one (1) day for which the Federal government shutdown is in effect.

304. Limitation of Legal Acts. In no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

305. Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. Developer acknowledges and agrees that the City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

306. Invalidity of Agreement.

306.1 If this Agreement is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

306.2 If any provision of this Agreement is determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any law which becomes effective after the date of this Agreement and either party in good faith determines that such provision is material to its entering into this Agreement, either party may elect to terminate this Agreement as to all obligations then remaining unperformed in accordance with the procedures set forth in Section 300, subject, however, to the provisions of Section 307 hereof.

307. Effect of Termination on Developer's Obligations. Termination of this Agreement shall not affect the Developer's obligations to comply with the General Plan and the terms and conditions of any and all land use entitlements approved with respect to the Subject Property prior to such termination, nor shall it affect any other covenants of the Developer specified in this Agreement to continue after the termination of this Agreement. If portions of the Subject Property are held in separate ownership at the time of such termination, this Agreement may be terminated only as to such portion and no such termination shall impair the continuing applicability of this Agreement to the remainder of the Subject Property.

ARTICLE 4
INDEMNITY; INSURANCE

400. Indemnity/Insurance.

400.1. Indemnification. To the furthest extent allowed by law, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Developer or any other person, and from any and all claims, demands and actions in law or equity (including attorneys' fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Agreement or the performance of any or all work to be done on on-site or off site public or private improvements pursuant to this Agreement (including, but not limited to design, construction and/or ongoing operation and maintenance unless and until the facility is dedicated to and officially accepted by the City). Developer's obligations under the preceding sentence shall apply regardless of whether Developer or any of its officers, officials, employees or agents are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs

or damages caused by the active or sole negligence, or the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. The Developer further agrees that the use for any purpose and by any person of any and all of the streets and improvements required under this Agreement, shall be at the sole and exclusive risk of the Developer at all times prior to final acceptance by the City of the completed street and other improvements. This section shall survive termination or expiration of this Agreement.

400.2. Insurance. Throughout the life of this Agreement, Developer shall pay for and maintain in full force and effect all policies of insurance described in this section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated by not less than “A- VII” in Best’s Insurance Rating Guide, or (ii) authorized by CITY’s Risk Manager. The following policies of insurance are required:

a. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage and personal injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$5,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal injury and \$5,000,000 aggregate for products and completed operations.

b. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and no-owned automobiles or other licensed vehicles (Code 1 B Any Auto), with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

c. WORKERS’ COMPENSATION insurance as required under the California Labor Code. Developer shall file with the City pursuant to Section 3800 of the Labor Code, a Certificate of Workers’ Compensation.

d. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Developer shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Developer shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name City, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Developer's insurance shall be primary and no contribution shall be required of City. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers, officials, agents, employees and volunteers. Developer shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance prior to start of construction of any phase of development. Developer shall furnish City with copies of the actual policies upon the request of City's Risk Manager at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

If at any time during the life of the Agreement or any extension, Developer fails to maintain the required insurance in full force and effect, the Planning Director, or his/her designee, may order that the Developer, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to Developer shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement.

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to provide insurance protection in favor

of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the subcontractor.

401. Notice to Developer. The City shall promptly give notice to Developer in accordance with Section 600 of this Agreement of any case, action or proceeding brought against the City concerning this Agreement or the Subject Property.

ARTICLE 5

PROJECT AS A PRIVATE UNDERTAKING

500. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Subject Property is a separately undertaken private development and that the contractual relationship created hereunder between the City and Developer is such that Developer is an independent contractor and is not an agent of the City. None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between the City and Developer or to provide third party beneficiary rights to any person or entity not a Party hereto. The only relationship between the City and the Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

ARTICLE 6

NOTICES

600. Notices. All formal notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the principal offices of the City and the Developer with copies sent as set forth below. The addresses of the parties as of the date hereof are as set forth below. Such written notices, demands, correspondence and communication may be directed in the same manner to such other persons and addresses as either party may from time to time designate in writing. The Developer shall give written notice to the City, within ten (10) days after the close of escrow, of any sale or transfer of any portion of the Subject Property and any assignment or partial assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the legal description of the land sold or transferred, and the name and address of any person or entity to whom any notice relating to this Agreement shall be given with respect to such transferred portion of the Subject Property.

Notices required to be given to the City shall be addressed as follows:

City of Mendota
Planning Department
643 Quince Street
Mendota, CA 93640
Attention: Planning Director

with a copy to:

Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, CA 93720
Attention: J. Kinsey

Notice required to be given to the Developer shall be addressed as follows:

Steve Hair
KSA Homes, Inc.
3401 Office Park Drive, Suite 115
Bakersfield, CA 93309

with a copy to:

Karol Adams
10784 Deep Cliff Drive
Cupertino, CA 95014

ARTICLE 7
MISCELLANEOUS

700. Amendment of Agreement. This Agreement may be amended from time to time with respect to any portion of the Subject Property by mutual consent of the City and Developer (to the extent that it continues to own any portion of the Subject Property) and of the then-current owner(s) of the portions of the Subject Property affected by such amendment, with City costs payable by the amendment applicant, in accordance with the provisions of Government Code Sections 65867 and 65868.

701. Waiver of Provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom

enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any other occurrence or event.

702. Time of Essence. Time is of the essence of each provision of this Agreement of which time is an element.

703. Entire Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of twenty-one (21) pages and **Exhibits A through H**, which constitute the entire understanding and agreement of the Parties. Said exhibits are identified as follows:

Exhibit A: Legal Description of the Subject Property

Exhibit B: Site Map

Exhibit C: Tentative Subdivision Map

Exhibit D: Ordinance Adopting Development Agreement

Exhibit E: Exaction: Off-Site Improvement (Storm Drain)

Exhibit F: Exaction: Off-Site Improvement (Traffic Signal)

Exhibit G: Exaction: Off-Site Improvement (Well Improvement)

Exhibit H: Exaction: Off-Site Improvement (Soccer Field and Pocket Park Improvements)

Exhibit I: Development Impact and Processing Fees

Exhibits A through I are incorporated into the Agreement. In the event of inconsistency between the Recitals and the provisions of Articles 1 through 7, the provisions of Articles 1 through 7 shall prevail.

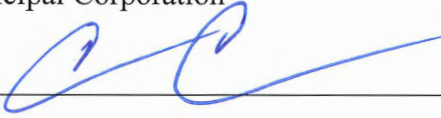
IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

CITY:

DEVELOPER:

CITY OF MENDOTA,
a Municipal Corporation

KSA HOMES, INC.,
a California corporation

By: 

By: 

Name: STEPHEN W. HAIR

Its: President

ATTEST:

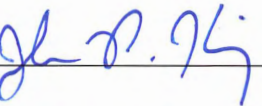
MATT FLOOD
City Clerk

By: 



APPROVED AS TO FORM:

JOHN KINSEY
City Attorney

By: 

Date: 9/25/18

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 013-061-15 and 012-160-39

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

PARCEL 1 OF PARCEL MAP NO. 90-01, IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 51, PAGE 26 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 013-061-15

PARCEL 2:

ALL THAT PROPERTY LOCATED IN THE CITY OF MENDOTA, COUNTY OF FRESNO, STATE OF CALIFORNIA, IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 25; THENCE, SOUTH 88°15' WEST, A DISTANCE OF 75.52 FEET; THENCE, ALONG THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD, AS FOLLOWS:

NORTH 44°17' WEST, A DISTANCE OF 2.62 FEET; THENCE, ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 5619.65 FEET, A DISTANCE OF 844.32 FEET; THENCE NORTH 35°36' WEST, A DISTANCE OF 1717.29 FEET; THENCE LEAVING SAID COUNTY ROAD, NORTH 64°58' EAST, A DISTANCE OF 1784 FEET; THENCE SOUTH 0°07' EAST, A DISTANCE OF 2804.22 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE FOLLOWING PARCEL OF LAND DEED TO THE STATE OF CALIFORNIA BY GRANT DEED RECORDED JANUARY 25, 1967, IN BOOK 5400 AT PAGE 663, AS DOCUMENT NO. 5458, O.R.F.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF SAID SECTION, SAID POINT BEARS SOUTH 90°14'55" WEST, 75.20 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION, THENCE, ALONG A LINE PARALLEL WITH AND 60 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE NORTHEASTERLY BOUNDARY OF THE SOUTHERN PACIFIC COMPANY'S RAILROAD RIGHT OF WAY, 100 FEET WIDE, THE FOLLOWING COURSES: (1) NORTH 43°17'15" WEST A DISTANCE OF 2.52 FEET AND (2) NORTHWESTERLY ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 5619.65 FEET, THROUGH AN ANGLE OF 1° 24'07", AND ARC DISTANCE OF 137.50 FEET; THENCE, ALONG A LINE PARALLEL WITH AND 50 FEET SOUTHWESTERLY, MEASURED RADIALLY AND AT RIGHT ANGLES FROM THE CENTERLINE OF THE DEPARTMENT OF PUBLIC WORKS SURVEY FROM MENDOTA TO OUTSIDE CANAL, ROAD 06-FRE-33. THE FOLLOWING COURSES: (3), FROM THE TANGENT WHICH BEARS NORTH 14°19'31" WEST, NORTHWESTERLY ALONG A CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1850 FEET, THROUGH AN ANGLE OF 34°09", AND ARC DISTANCE OF 1116.19 FEET AND (4), NORTH 48°53'40" WEST, A DISTANCE OF 416.24 FEET TO THE FIRST SAID PARALLEL LINE; THENCE (5), ALONG FIRST SAID PARALLEL LINE, NORTH 34°36'15" WEST, A DISTANCE OF 574.66 FEET; THENCE (6), AT RIGHT ANGLES, NORTH 55°23'45" EAST, A DISTANCE OF 19.60 FEET; THENCE (7) FROM A TANGENT WHICH BEARS SOUTH 34°32'44" EAST, SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, WITH A RADIUS OF 1950 FEET, THROUGH AN ANGLE OF 14°20'56", AND ARC DISTANCE OF 488.35 FEET; THENCE, ALONG A LINE PARALLEL WITH AND 100 FEET NORTHEASTERLY AND EASTERLY, MEASURED AT RIGHT ANGLES AND RADIALLY FROM THE

EXHIBIT "A"

**Legal Description
(continued)**

ABOVE DESCRIBED COURSES (4) AND (3), THE FOLLOWING COURSES (8) SOUTH 48°53'40" EAST, A DISTANCE OF 485.00 FEET AND (9) SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHWESTERLY WITH A RADIUS OF 1950 FEET, THROUGH AN ANGLE OF 37°53'18", AND ARC DISTANCE OF 1289.49 FEET; THENCE (10), ALONG A NON-TANGENT LINE, SOUTH 66°30'00" EAST, 27.00 FEET; THENCE (11) SOUTHEASTERLY ALONG A TANGENT CURVE CONCAVE SOUTHEASTERLY WITH A RADIUS OF 90 FEET, THROUGH AN ANGLE OF 8°15'58", AN ARC DISTANCE OF 12.98 FEET TO SAID SOUTH LINE; THENCE (1), ALONG SAID SOUTH LINE, SOUTH 89°14'55" WEST, A DISTANCE OF 63.14 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THE FOLLOWING PARCEL OF LAND DEED TO FLOYD C. WILLIAMS, ET AL, BY GRANT DEED RECORDED ON DECEMBER 16, 1977, IN BOOK 6934 AT PAGE 668, AS DOCUMENT NO. 134508, O.R.F.C., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 25; THENCE, NORTH 0°52'38" EAST ALONG THE EAST LINE OF SAID SECTION 25, A DISTANCE OF 372.18 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF BASS AVENUE; THENCE, ALONG SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 80°22'10" WEST, A DISTANCE OF 138.39 FEET; THENCE NORTH 29°16'35" WEST, A DISTANCE OF 108.33 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF STATE HIGHWAY 33, SAID POINT BEING ON A CURVE TO THE LEFT, WITH A RADIUS OF 1950 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 65°48'25" WEST; THENCE, ALONG SAID SURVEY TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24°42'05", AN ARC LENGTH OF 840.69 FEET; THENCE, NORTH 48°53'40" WEST, 485 FEET TO A POINT OF TANGENCY WITH A CURVE TO THE RIGHT WITH A RADIUS OF 1950.00 FEET; THENCE, ALONG SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 14°20'56", AN ARC LENGTH OF 488.35 FEET; THENCE SOUTH 55°23'45" WEST, A DISTANCE OF 19.60 FEET; THENCE NORTH 34°31'44" WEST, A DISTANCE OF 353.68 FEET; THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF HIGHWAY 33 AND RUNNING ALONG THE SOUTHERLY RIGHT OF WAY LINE OF THE INTAKE CANAL, NORTH 65°57'45" EAST, A DISTANCE OF 1784 FEET MORE OR LESS TO A POINT ON THE EAST LINE OF SAID SECTION 25; THENCE ALONG SAID EAST LINE, SOUTH 0°52'38" WEST, A DISTANCE OF 2432.04 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, THAT PORTION OF LAND LYING IN THE EAST HALF OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN AS DESCRIBED IN A GRANT DEED FROM NORMA LINDGREN, ET AL, TO THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS RECORDED IN BOOK 5772 AT PAGE 419 AND 420, AS DOCUMENT NO. 20692, O.R.F.C. ON MARCH 24, 1970

ALSO EXCEPTING THEREFROM, THAT PORTION OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN, AS DESCRIBED IN A GRANT DEED FROM NORMA LINDGREN, ET AL TO THE CITY OF MENDOTA, STATE OF CALIFORNIA, AS RECORDED ON JANUARY 13, 1988 AS DOCUMENT NO. 4208, O.R.F.C.

ALSO EXCEPTING THEREFROM THAT PORTION IN THE GRANT DEED TO THE CITY OF MENDOTA, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, RECORDED NOVEMBER 3, 2010, INSTRUMENT NO. 2010-0147303, OFFICIAL RECORDS.

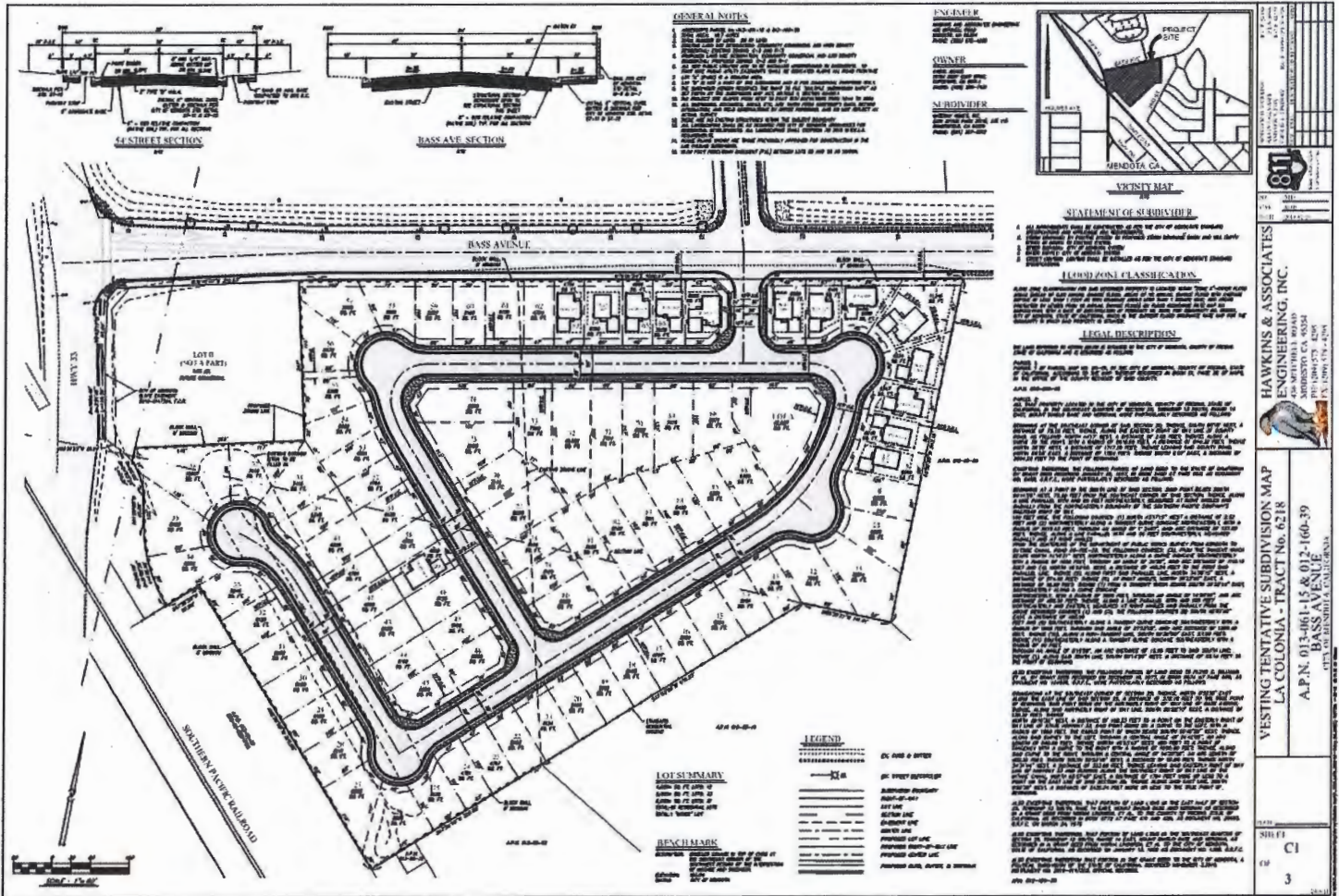
APN: 012-160-39

EXHIBIT "B"



Location of the La Colonia Subdivision.

EXHIBIT "C"



La Colonia Tentative Subdivision Map

EXHIBIT "D"

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND KSA HOMES,
INC., RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN
AS THE LA COLONIA PROPERTY**

ORDINANCE NO. 18-04

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

WHEREAS, in accordance with the Development Agreement Statute, the City of Mendota (the "City") has enacted regulations (the "Development Agreement Regulations") to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, the La Colonia Property is owned by KSA Homes, Inc., a California Limited Liability Corporation ("Developer"); and

WHEREAS, on August 14, 2018, the City certified the Mitigated Negative Declaration for the La Colonia Project; and

WHEREAS, prior to adopting this Ordinance, the City Council, on August 14, 2018, adopted Resolution No. 18-61, finding that, where feasible, mitigation measures have been imposed and modifications incorporated into the Project which avoid or substantially lessen all significant adverse environmental impacts; and

WHEREAS, the City Council of the City of Mendota adopted Resolution No. 18-62, which approved a general plan amendment for the La Colonia Property; and

WHEREAS, the City Council of the City of Mendota adopted No. 18-03, which approved a zone change for the La Colonia Property; and

WHEREAS, Developer desires to carry out the development of the La Colonia Property consistent with the General Plan, as amended, zone change and the Development Agreement and the vested entitlements referenced therein; and

WHEREAS, the Development Agreement will assure the City and its residents and the Developer that the Development will proceed as proposed and that the public improvements and other amenities and funding obligations, will be accomplished as proposed; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 19, 2018, on the Mitigated Negative Declaration, the General Plan Amendment, zone change and project entitlements, during which public hearing the Planning Commission received comments from the Developer, City staff, public agencies and members of the general public; and

WHEREAS, following the public hearing, the Planning Commission made a recommendation to the City Council on the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map and the Development Agreement; and

WHEREAS, pursuant to Section 65867 of the Government Code, the City Council, on August 14, 2018, held a duly noticed public hearing on the Mitigated Negative Declaration, the General Plan Amendment, zone change, project entitlements, and the Development Agreement, during which public hearing, the City Council received comments from the Developer, City staff, public agencies and members of the general public; and

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

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the Development Agreement attached hereto as Exhibit A.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to "Development Agreement Regulations".

SECTION 3. In accordance with the Development Agreement Regulations, the City Council hereby finds and determines, as follows:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, in that it establishes certain development rights, obligations and conditions for the implementation of the La Colonia Property;
2. The Development Agreement is compatible with the uses authorized in, and the regulations prescribed for, the general plan designations which will apply to the La Colonia Property;
3. The Development Agreement is in conformity with public convenience, general welfare and good land use practice;
4. The Development Agreement will not be detrimental to the public health, safety and general welfare;

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values; and

SECTION 4. The foregoing findings and determinations are based upon the following:

1. The Recitals set forth in this Ordinance, which are deemed true and correct;
2. Resolution No. 18-61, adopted by the City Council on August 14, 2018, making findings as to the Mitigated Negative Declaration for the La Colonia Project, approved by and incorporated in said Resolutions, which Resolutions and exhibits are incorporated herein by reference as if set forth in full;
3. The City's General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. 18-62 prior to adoption of this Ordinance;
4. All City staff reports (and all other public reports and documents) prepared for the Planning Commission, City Council, or others relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property;
5. All documentary and oral evidence received at public hearings or submitted to the Planning Commission, or City during the comment period relating to the Mitigated Negative Declaration, the General Plan Amendment, zone change, Vesting Tentative Subdivision Map, the Development Agreement, and other actions relating to the Property; and
6. All other matters of common knowledge to the City Council, including, but not limited to the City's fiscal and financial status; City general ordinances, policies and regulations.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney prior to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, as approved by the City Council.

SECTION 6. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Development Agreement on behalf of the City of Mendota.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

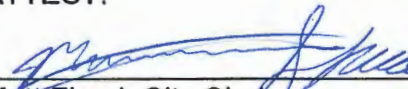
The foregoing ordinance was introduced on the 14th day of August, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of August, 2018 by the following vote:

AYES: 4 – Mayor Pro Tem Martinez, Councilors Mendoza, Rosales, and Silva
NOES: 0
ABSENT: 1 – Mayor Castro
ABSTAIN: 0



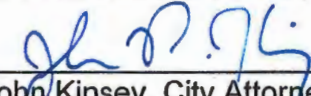
Victor Martinez, Mayor Pro Tem

ATTEST:



Matt Flood, City Clerk

APPROVED AS TO FORM:



John Kinsey, City Attorney



EXHIBIT "E"

Exaction: Off-Site Improvement (Storm Drain System)

The applicant proposes to connect to the City's existing storm drain system near 2nd Street and Bass Avenue. Storm water would flow into or be pumped into the existing ditch and would be conveyed to the the City's wastewater treatment plant (WWTP) where it would be discharged into a retention pond.

The applicant proposes to connect the drainage system within the proposed development to the City's existing storm drain system near 2nd Street and Bass Avenue via a system of catch basins, manholes and underground pipes and potentially a pump station, as approved by the City Engineer. The applicant shall improve the ditch to achieve the capacity needed to convey all current and proposed storm water that is tributary to the ditch, and shall construct a new basin at the WWTP, in a location specified by the City and to the capacity required by the City Standards.

The Applicant will be obliged to pay 1/3 of the total cost of this work as a condition of approval of the subdivision. As to the remaining 2/3 of the cost, the applicant will be eligible for reimbursement from the City. The City is able to pay up to \$121,000 toward this reimbursement directly to the Applicant upon completion of the improvements to the satisfaction of the City, which shall be prior to the City's acceptance of the public improvements for Phase 1 of the subject development. This amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for progress work and materials which have been accepted by the City.

Any portion of the amount eligible for reimbursement that exceeds \$121,000 will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in **Exhibit I** of this Agreement.

EXHIBIT "F"

Exaction: Off-Site Improvement (Traffic Signal Installation)

The applicant will be required to construct a traffic signal at the intersection of Bass Avenue and Barboza Street. The signal shall provide for through and protected left-turn phases for each direction, and shall be designed by a qualified civil or traffic engineer licensed to practice in the State of California. Plans shall be submitted to the City for review along with the other improvement plans for Phase 1 of the development, and prior to start of construction.

The traffic signal may be completed in two parts. The first part, the underground work for the traffic signal, including conduits, pedestals and detector loops, must be done together with the Bass Avenue improvements and shall be completed prior to acceptance by the City of the public infrastructure improvements for the first Final Map phase of the development. The entire traffic signal must be in place, operational, and accepted by the City before a 60th building permit in the overall development will be released.

Upon completion and acceptance by the City of each of the two parts of the traffic signal work, the City will reimburse the Applicant for the actual documented cost of each part completed, up to a total of \$288,000. This amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for progress work and materials which have been accepted by the City.

Documented construction costs in excess of that amount shall be borne by the Applicant, but will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in Exhibit I of this Agreement.

EXHIBIT "G"

Exaction: Off-Site Improvement (Well Improvements) The City will be required by the Division of Drinking Water (DDW) to increase its reliable water supply capacity in order to serve this development. The City has wells in addition to the three currently in service, but none are considered "active."

Applicant shall work with the City and DDW to design and construct improvements that may be necessary to bring one of the inactive wells, of City's choice, back to active status. This may include, but is not limited to, replacement of pumps, impeller, discharge piping, electrical service, control electronics and chlorination equipment.

Upon completion and acceptance by the City of the necessary work, the City will reimburse the Applicant for the actual documented cost of the improvements, up to a total of \$25,000. This amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for progress work and materials which have been accepted by the City.

Documented construction costs in excess of \$25,000 shall be borne by the Applicant, but will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in Exhibit I of this Agreement. The work must be completed, and the well certified for active service by DDW, prior to the City issuing a Certificate of Occupancy for any home in the development.

EXHIBIT "H"

Exaction: Off-Site Improvements (Soccer Field and Pocket Park Improvements)

1. Applicant shall reconstruct and improve the existing soccer field at Rojas Pierce Park to include:
 - Removal of existing turf and grading of the playfield surface to achieve a flat field without dips, rises or holes, and with sufficient slope to achieve drainage.
 - Furnish and install materials and equipment necessary to effect improvements and repairs to the irrigation system to achieve complete and even watering without dry spots over the entire turf area of the playfield.
 - Plant new hybrid Bermuda grass turf using hydroseed method.
 - Furnish and install new LED playfield lighting to provide vendor-recommended level of luminance in all areas of the field. New lighting can be powered from the existing 200-amp panel located adjacent to the field.
 - Furnish and install new metal bleachers on concrete pads, with metal shade structures (4 each). Each of the bleacher and shade structures shall be approximately 30 feet long. Two shall be installed on each side of the field, centered on the mid-field line.
 - Provide one modular restroom structure with two unisex restrooms. Connect to City sanitary sewer to the satisfaction of the City.
 - Provide new electronic scoreboard with sideline controls near mid-field. Scoreboard shall be designed for scoring soccer games, and shall be installed near the southwest corner of the existing soccer field. Scoreboard shall be Daktronics SO-2918 or equivalent. Colors and other options shall be selected by the City. An example scoreboard is illustrated below.
2. Applicant is required by the Conditions of Approval for the development to construct certain improvements to the pocket park within the development.
3. The field leveling, irrigation system, and hydro seeding of new grass shall be completed by February 28, 2019.
4. All remaining improvements at the Rojas Pierce Park and all pocket park improvements must be completed prior to the city releasing the 60th building permit for the project.

Cost of the Rojas-Pierce Park pocket park improvements shall be borne by the Applicant but shall be credited toward the total Development Impact Fees that become due from this project, including an allowance of \$12,903 for the land donated for the pocket park. The total Development Impact Fees that will be due are summarized in **Exhibit I** of this Agreement.



EXHIBIT "I"

Exaction: Development Impact and Processing Fees

The project will be subject to two types of City-imposed fees during construction:

1. Processing fees, including application, plan and map checking and inspection fees shall be per the City's standard development fee schedule.

In particular, plan checking and inspection fees are cost recovery for the City and are not fixed amounts.

2. Development Impact Fees, per the City's adopted schedule

These fees are assessed per unit, per acre or per the unit specified in the fee schedule. The costs of some of the items of off-site infrastructure, as set forth in Exhibit E, Exhibit F and Exhibit H, will be creditable against the Development Impact Fees otherwise owed by the Project, and will therefore serve as reimbursement for those costs.

The Development Impact Fees charged to the project under the adopted schedule are in the table below. Credits will be applied to these fees in accordance with the Development Agreement and Exhibit E, Exhibit F and Exhibit H.

La Colonia Development Impact Fees

Fee	Unit Type	Units	Fee per Unit	Subtotal
City Management and General Services	EDU	86	\$218.81	\$18,817.66
Law Enforcement	EDU	86	\$591.49	\$50,868.14
Fire Protection	EDU	86	\$714.10	\$61,412.60
Storm Drainage	AC	17.00	\$5,169.45	\$87,880.65
Water Supply & Treatment	EDU	86	\$2,350.30	\$202,125.80
Wastewater & Treatment	EDU	86	\$1,947.56	\$167,490.16
Traffic Impact	EDU	86	\$690.05	\$59,344.30
Recreational Facilities	EDU	86	\$1,364.51	\$117,347.86
Water Connection Charges	Connection	86	\$420.77	\$36,186.22
Sewer Connection Charges	Connection	86	\$480.88	\$41,355.68
Total				\$842,829.07

Exhibit B

ADDENDUM TO DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MENDOTA AND KSA HOMES, INC.

This Addendum to the Development Agreement by and between the City of Mendota and KSA Homes, Inc. (“**Addendum**”) is made this ____ day of October, 2018 (the “**Effective Date**”), by and between the City of Mendota (“**City**”), a municipal corporation, and KSA Homes, Inc. (“**Developer**”), a California corporation. City and Developer are sometimes collectively referred to herein as the “**Parties**” or individuals as “**Party.**”

RECITALS

A. On August 28, 2018, City and Developer entered into a development agreement (“**Development Agreement**”), attached hereto as Exhibit “A” and incorporated herein by this reference.

B. Exhibit “H” to the Development Agreement provides, among other things, that Developer shall reconstruct the existing soccer field at Rojas Pierce Park by April 30, 2019.

C. The Parties desire that, rather than requiring Developer to reconstruct an existing soccer field at Rojas Pierce Park by April 30, 2019, Exhibit “H” to the Development Agreement require Developer to construct a new soccer field at Rojas Pierce Park by May 30, 2019.

ADDENDUM

In this context, the Parties hereby agree that the Development Agreement shall be modified as follows:

- A. Exhibit “H” is replaced in its entirety with the following:
1. Applicant shall construct a new soccer field at Rojas Pierce Park to include:
 - Grading of the playfield surface to achieve a flat field without dips, rises or holes, and with sufficient slope to achieve drainage.
 - Furnish and install materials and equipment necessary for a new irrigation system to achieve complete and even watering without dry spots over the entire turf area of the playfield.
 - Plant new hybrid Bermuda grass turf using hydroseed method.
 - Furnish and install new LED playfield lighting to provide vendor-recommended level of luminance in all areas of the field. New lighting can be powered from the existing 200-amp panel located adjacent to the field.
 - Furnish and install new metal bleachers on concrete pads, with metal shade structures (4 each). Each of the bleacher and shade structures shall be

approximately 30 feet long. Two shall be installed on each side of the field, centered on the mid-field line.

- Provide one modular restroom structure with two unisex restrooms. Connect to City sanitary sewer to the satisfaction of the City.
 - Provide new electronic scoreboard with sideline controls near mid-field. Scoreboard shall be designed for scoring soccer games, and shall be installed near the southwest corner of the existing soccer field. Scoreboard shall be Daktronics SO-2918 or equivalent. Colors and other options shall be selected by City. An example scoreboard is illustrated below.
2. Applicant is required by the Conditions of Approval for the development to construct certain improvements to the pocket park within the development.
 3. The field leveling, irrigation system, and hydro seeding of new grass shall be completed by May 30, 2019.
 4. All remaining improvements at the Rojas Pierce Park and all pocket park improvements must be completed prior to the city releasing the 60th building permit for the project.

Cost of the Rojas-Pierce Park pocket park improvements shall be borne by the Applicant but shall be credited toward the total Development Impact Fees that become due from this project, including an allowance of \$12,903 for the land donated for the pocket park. The total Development Impact Fees that will be due are summarized in **Exhibit I** of this Agreement.



B. The Development Agreement, as modified by this Addendum, shall remain in full force and effect in all other respects.

C. This instrument reflects the entire agreement of the Parties regarding the Addendum to the Development Agreement and supersedes all previous agreements or understandings regarding the Development Agreement. No other modification or amendment of the Development Agreement will be effective unless in writing executed by the Parties.

IN WITNESS WHEREOF, the Parties have executed this Addendum to the Development Agreement by and between the City of Mendota and KSA Homes, Inc. as of the Effective Date set forth above.

CITY:

CITY OF MENDOTA,
a municipal corporation

Name: _____

Its: _____

DEVELOPER:

KSA HOMES, INC.,
a California corporation

Name: _____

Its: _____

ATTEST:

Matt Flood
City Clerk

APPROVED AS TO FORM:

John Kinsey
City Attorney

Date: _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: DISCUSSION AND DIRECTION FOR STAFF ON MODIFYING THE ORIGINAL RFP FOR THE LEASE AND DEVELOPMENT OF CITY PROPERTY LOCATED AT THE WASTE WATER TREATMENT PLANT
DATE: OCTOBER 9, 2018

ISSUE

Should the City Council direct the Interim City Manager to bring forth a modification to the original RFP (request for proposals) to request proposals for the sale/lease and development of city property to establish commercial cannabis or any approved development on the property?

BACKGROUND

On November 1st, 2017, the City Council approved resolution 17-62, a resolution authorizing staff to publish a request for proposals (RFP) for the lease and development of city property to establish a commercial cannabis operation. The RFP was published and various companies provided complete proposals. Unfortunately, in January of 2018, Attorney General Sessions rescinded the Cole Memorandum, which changed the legal landscape, meaning that the United States can now prosecute under federal law, people and entities who are otherwise operating legally under state law. This caused the idea to be tabled for future consideration.

Rather than holding on to the unused land, staff is requesting direction from Council, to study a different approach, where the city would modify the original RFP from leasing to a purchase structure. This way, the City could sell the land to a developer, pay back the sewer account with the proceeds, and then work on a development agreement with the developer to capture general fund monies, if the intended use is Cannabis. This structure would also limit the city's exposure to future litigation/prosecution.

ANALYSIS

If the Council directs staff to study this new structure, staff will look into the legalities of land disposition and ways to receive ongoing revenue from the developers. This land is located within the Commercial Cannabis Overlay District.

RECOMMENDATION

Staff recommends that the Council give direction to staff to look further into modifying the original RFP, and if feasible, bring back the modified RFP for consideration at a future meeting.

FISCAL IMPACT

Most of the work will be done in-house, however there will likely be legal fees for attorney overview. Potential revenues from the sale of the land and potential user fees can be substantial.

A G E N D A I T E M – S T A F F R E P O R T

DATE: October 9, 2018

TO: Honorable Mayor and City Council Members

FROM: Cristian Gonzalez, Interim City Manager
John P. Kinsey, City Attorney

SUBJECT: Discontinuing Health Coverage for City Council Members

RECOMMENDATION:

Discontinue providing medical, dental, vision, and life insurance coverage to City Council members and, at least 15 days prior to termination of coverage, provide affected Council members a written notice of discontinuing coverage.

BACKGROUND:

The City provides Blue Shield medical coverage Ameritas dental and vision coverage and Mutual of Omaha Life Insurance Coverage (collectively, “Health Coverage”) to eligible employees. Under the City’s Blue Shield plan, eligible employees are those who work on a full-time basis and “whose normal work week is an average of 30 hours.” An eligible employee must also receive monetary compensation (W-2 employee) for his or her work and must meet any applicable City-imposed eligibility waiting period.

Previously, the City has provided Health Coverage to its City Council members (3). A City Council member works less than 30 hours per week on average, however, and therefore is not a full-time employee eligible for Health Coverage.

DISCUSSION:

It is the City’s option to offer Health Coverage to part-time employees. If that option is exercised, all similarly situated individuals (i.e., all part-time employees) must be offered coverage under the City’s benefit plan. Offering Health Coverage to only “part-time” City Council, while simultaneously denying health coverage to other part-time employees, violates nondiscrimination laws under Internal Revenue Code section 125. These have been in effect since before the Affordable Care Act¹ and continue to apply. These prohibit discrimination as to eligibility and

¹ The ACA added nondiscrimination rules for insured plans that are virtually the same as those that apply to self-insured plans, however the IRS indefinitely delayed the enforcement of these nondiscrimination rules (IRS Notice 2011-1).

as to contributions and benefits. Thus, extending Health Coverage to part-time employees is not feasible because doing so would exceed the City's budget.

Moreover, extending Health Coverage to part-time employees will fail to cover City Council members because City Council members do not even meet part-time eligibility criteria. Under the City's Blue Shield plan, a part-time eligible employee requires a minimum of 20 hours per normal work week.

Public employers cannot discontinue employees' coverage for medical, surgical, or hospital benefits unless the employer notifies and advises all covered employees in writing of any such discontinuation. (Lab. Code, § 2806, subd. (a).) Attached hereto is written notice of the City's termination of Health Coverage to City Council members.

Attachment: Labor Code 2806 Notice of Discontinuing Health Coverage

Attachment

DATE: October 9, 2018
TO: City Council Members
FROM: Jennifer Lekumberry, City of Mendota

Labor Code § 2806 Notice of Discontinuing Health Coverage

Dear City Council Member:

This letter is to inform you that on November 30, 2018, your healthcare coverage under the City of Mendota's group insurance policy will terminate. The termination of your coverage is based on the City Council's ineligibility under the policies of Blue Shield of California, Ameritas and Mutual of Omaha, which requires full-time employment to be eligible. You will receive a certification of prior coverage by mail.

On the date specified above, you will be discontinued from all programs in which you are currently enrolled. You are currently enrolled in the City's health, dental, vision, and life insurance plans. Your benefits under each plan will be terminated on November 30, 2018. This termination of benefits applies to any dependents that are currently enrolled in the plan.

Unfortunately, you are ineligible to continue your group insurance under COBRA, because the City's discontinuation of coverage is not considered a qualifying event for COBRA purposes. If you have any questions concerning COBRA we ask that you direct them to the COBRA administrator at Jennifer Lekumberry, 643 Quince Street, Mendota, CA 93640. You may reach the administrator by phone at (559) 655-3291.

If you have any questions pertaining to the content of this letter please address them to Employee Benefit Services at (559) 655-3291.

Address	Type of Case	1st Notice	Deadline	Status	Fine Amount
FAMILY DOLLAR	COMMUNITY CONTACT	9/1/2018	N/A	ADVISED	\$0.00
3RD ST/ NAPLES	COMMUNITY CONTACT	9/1/2018	N/A	COMPLETE	\$0.00
164 ASH	MUNICODE/ VEHICLE NUISANCE	9/1/2018	N/A	ADVISED	\$0.00
400 BANDONI CT.	MUNICODE/ PARKING VIOLATION	9/1/2018	N/A	ADVISED	\$0.00
438 SILVA	MUNICODE/ PARKING VIOLATION	9/1/2018	N/A	ADVISED	\$0.00
970 2ND ST	MUNICODE/ LIVESTOCK	9/4/2018	N/A	ADVISED	\$0.00
625 KATE	VEHICLE TAGGED FOR 72 HR TAG	9/4/2018	9/7/2018	COMPLETE	\$0.00
281 SANTA CRUZ	MUNICODE/ PARKING VIOLATION	9/4/2018	N/A	ADVISED	\$0.00
251 SANTA CRUZ	MUNICODE/ PARKING VIOLATION	9/4/2018	N/A	ADVISED	\$0.00
116 SEGOVIA	MUNICODE/ BUSINESS LICENSE	9/4/2018	N/A	ADVISED	\$0.00
1709 JENNINGS	VEHICLE TAGGED FOR 72 HR TAG	9/4/2018	9/7/2018	COMPLETE	\$0.00
610 GAXIOLA	MUNICODE/ PARKING VIOLATION	9/5/2018	N/A	CITED	\$50.00
800 GARCIA ST	MUNICODE/ PARKING VIOLATION	9/5/2018	N/A	CITED	\$50.00
800 GARCIA ST	MUNICODE/ PARKING VIOLATION	9/5/2018	N/A	ADVISED	\$0.00
251 SANTA CRUZ	MUNICODE/ PARKING VIOLATION	9/5/2018	N/A	ADVISED	\$0.00
330 ARNAUDON	MUNICODE/ PARKING VIOLATION	9/5/2018	N/A	CITED	\$50.00
FARMER'S MARKET	MUNICODE/ BUSINESS LICENSE	9/5/2018	N/A	COMPLETE	\$0.00
616 I ST	VEHICLE TAGGED FOR 72 HR TAG	9/6/2018	9/9/2018	COMPLETE	\$0.00
942 2ND CT.	VEHICLE TAGGED FOR 72 HR TAG	9/6/2018	9/9/2018	COMPLETE	\$0.00
4TH/ J ST	VEHICLE TAGGED FOR 72 HR TAG	9/6/2018	9/9/2018	COMPLETE	\$0.00
630 KATE	MUNICODE/ VEHICLE NUISANCE	9/6/2018	N/A	ADVISED	\$0.00
SORENSEN/ GREGG CT N.	COMMUNITY CONTACT	9/6/2018	N/A	COMPLETE	\$0.00
800 GARCIA ST	MUNICODE/ PARKING VIOLATION	9/6/2018	N/A	ADVISED	\$0.00
GURROLA/ HOLMES	MUNICODE/ PARKING VIOLATION	9/6/2018	N/A	CITED	\$50.00
SORENSEN/ HOLMES	MUNICODE/ PARKING VIOLATION	9/6/2018	N/A	CITED	\$50.00
TACO BELL	COMMUNITY CONTACT	9/7/2018	N/A	ADVISED	\$0.00
625 4TH	MUNICODE/ PARKING VIOLATION	9/7/2018	N/A	CITED	\$50.00
652 4TH	VEHICLE TAGGED FOR 72 HR TAG	9/7/2018	9/10/2018	COMPLETE	\$0.00
237 I ST	VEHICLE TAGGED FOR 72 HR TAG	9/7/2018	9/10/2018	COMPLETE	\$0.00
1709 JENNINGS	72 HR TAG/ FOLLOW UP	9/7/2018	N/A	TOWED	\$0.00
645 J ST	COMMUNITY CONTACT	9/7/2018	N/A	ADVISED	\$0.00
211 MALDONADO	COMMUNITY CONTACT	9/7/2018	N/A	ADVISED	\$0.00
219 SANTA CRUZ	MUNICODE/ PARKING VIOLATION	9/7/2018	N/A	ADVISED	\$0.00

5TH/ LOLITA	MUNICODE/ BUSINESS LICENSE	9/7/2018	N/A	ADVISED	\$0.00
800 GARCIA ST	MUNICODE/ PARKING VIOLATION	9/7/2018	N/A	ADVISED	\$0.00
647 PEREZ	MUNICODE/ PARKING VIOLATION	9/8/2018	N/A	ADVISED	\$0.00
102 KATE CT	MUNICODE/ PARKING VIOLATION	9/8/2018	N/A	ADVISED	\$0.00
BARAJAS/ CERVANTES	MUNICODE/ BUSINESS LICENSE	9/8/2018	N/A	ADVISED	\$0.00
141 PETRY	MUNICODE/ PARKING VIOLATION	9/8/2018	N/A	CITED	\$50.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	9/12/2018	N/A	CITED	\$275.00
309 RIOS	MUNICODE/ PARKING VIOLATION	9/13/2018	N/A	ADVISED	\$0.00
LOLITA/ 5TH	VEHICLE TAGGED FOR 72 HR TAG	9/13/2018	9/16/2018	COMPLETE	\$0.00
2009 7TH ST	MUNICODE/ BUILDING VIOLATIONS	9/13/2018	N/A	COMPLETE	\$0.00
454 QUINCE	72 HR TAG/ FOLLOW UP	9/14/2018	N/A	TOWED	\$0.00
8/ UNIDA	MUNICODE/ PARKING VIOLATION	9/14/2018	N/A	CITED	\$50.00
CITY PROP. EAST OF AIRPORT	COMMUNITY CONTACT	9/14/2018	N/A	COMPLETE	\$0.00
200 BLK TUFT	MUNICODE/ PARKING VIOLATION	9/15/2018	N/A	CITED	\$50.00
600 BLK QUINCE ALLEYWAY	COMMUNITY CONTACT	9/15/2018	N/A	COMPLETE	\$0.00
600 BLK QUINCE ALLEYWAY	COMMUNITY CONTACT	9/15/2018	N/A	COMPLETE	\$0.00
297 VALENZUELA	VEHICLE TAGGED FOR 72 HR TAG	9/15/2018	9/18/2018		\$0.00
200 HOLMES	MUNICODE/ PARKING VIOLATION	9/15/2018	N/A	ADVISED	\$0.00
DERRICK/ TUFT	COMMUNITY CONTACT	9/15/2018	N/A	ADVISED	\$0.00
FARMER'S MARKET	MUNICODE/ BUSINESS LICENSE	9/19/2018	N/A	COMPLETE	\$0.00
1634 8TH ST	MUNICODE/ ANIMAL NUISANCE	9/19/2019	N/A	ADVISED	\$0.00
800 GARCIA	MUNICODE/ PARKING VIOLATION	9/20/2018	N/A	CITED	\$275.00
800 BLK STAMOULES	MUNICODE/ PARKING VIOLATION	9/20/2018	N/A	ADVISED	\$0.00
210 HOLMES	VEHICLE TAGGED FOR 72 HR TAG	9/21/2019	9/24/2018	COMPLETE	\$0.00
615 GAXIOLA	VEHICLE TAGGED FOR 72 HR TAG	9/21/2019	9/24/2018	COMPLETE	\$0.00
601 LOZANO	COMMUNITY CONTACT	9/21/2019	N/A	ADVISED	\$0.00
1170 7TH ST	VEHICLE TAGGED FOR 72 HR TAG	9/21/2019	9/24/2018	COMPLETE	\$0.00
605 DE LA CRUZ	MUNICODE/ PARKING VIOLATION	9/21/2019	N/A	ADVISED	\$0.00
468 4TH	MUNICODE/ DOGS AT LARGE	9/21/2019	N/A	COMPLETE	\$0.00
MARIE/ DIVISADERO ST	MUNICODE/ VEHICLE NUISANCE	9/21/2019	N/A	ADVISED	\$0.00
448 LOLITA	MUNICODE/ BUSINESS LICENSE	9/23/2018	N/A	ADVISED	\$0.00
202 I ST	COMMUNITY CONTACT	9/23/2018	N/A	ADVISED	\$0.00
272 TUFT	MUNICODE/ PARKING VIOLATION	9/23/2018	N/A	ADVISED	\$0.00
503 CANTU	MUNICODE/ PARKING VIOLATION	9/23/2018	N/A	ADVISED	\$0.00

575 BARAJAS	MUNICODE/ PARKING VIOLATION	9/23/2018	N/A	ADVISED	\$0.00
QUINCE/ 10TH	VEHICLE TAGGED FOR 72 HR TAG	9/23/2018	9/26/2018	COMPLETE	\$0.00
800 GARCIA	MUNICODE/ EXPIRED REG	9/23/2018	N/A	CITED	\$50.00
884 KATE	VEHICLE TAGGED FOR 72 HR TAG/EXPIRED REG	9/25/2018	9/28/2018	COMPLETE	\$50.00
175 ASH	VEHICLE TAGGED FOR 72 HR TAG	9/25/2018	9/28/2018	COMPLETE	\$0.00
LOZANO/ PEREZ ST	VEHICLE TAGGED FOR 72 HR TAG	9/25/2018	9/28/2018	COMPLETE	\$0.00
601 LOZANO	VEHICLE TAGGED FOR 72 HR TAG	9/25/2018	9/28/2018	COMPLETE	\$0.00
HERNANDEZ/ LOZANO ST	VEHICLE TAGGED FOR 72 HR TAG/EXPIRED REG	9/25/2018	9/28/2018	COMPLETE	\$50.00
311 RIOS	VEHICLE TAGGED FOR 72 HR TAG	9/25/2018	9/28/2018	COMPLETE	\$0.00
734 TULE	FOLLOW UP	9/25/2018	N/A	COMPLETE	\$0.00
201 BLACK	MUNICODE/ BUSINESS LICENSE	9/25/2018	N/A	ADVISED	\$0.00
PUCHUE/ 11TH ST	VEHICLE TAGGED FOR 72 HR TAG	9/25/2018	9/28/2018	COMPLETE	\$0.00
1054 PUCHUE	VEHICLE TAGGED FOR 72 HR TAG	9/25/2018	9/28/2018	COMPLETE	\$0.00
818 STAMOULES	COMMUNITY CONTACT	9/27/2018	N/A	ADVISED	\$0.00
MENDOTA VALLEY FOOD	COMMUNITY CONTACT	9/27/2018	N/A	ADVISED	\$0.00
614 GARCIA	MUNICODE/ DOGS AT LARGE	9/27/2018	N/A	COMPLETE	\$0.00
27 SEGOVIA	MUNICODE/ PARKING VIOLATION	9/27/2018	N/A	CITED	\$50.00
MENDOTA FOOD CENTER	COMMUNITY CONTACT	9/27/2018	N/A	COMPLETE	\$0.00
BLACK ST/ SAN PEDRO	MUNICODE/ PARKING VIOLATION	9/28/2018	N/A	CITED	\$50.00
GARCIA ST/ GOMEZ ST	VEHICLE TAGGED FOR 72 HR TAG	9/28/2018	10/1/2018	COMPLETE	\$0.00
633 LOZANO	VEHICLE TAGGED FOR 72 HR TAG	9/28/2018	10/1/2018	COMPLETE	\$0.00
PEREZ/ LOZANO	72 HR TAG/ FOLLOW UP	9/28/2018	N/A	TOWED	\$0.00
MENDOTA CITY HALL	COMMUNITY CONTACT	9/28/2018	N/A	COMPLETE	\$0.00
1049 PUCHUE	MUNICODE/ PARKING VIOLATION	9/28/2018	N/A	ADVISED	\$0.00
1042 OLLER	MUNICODE/ VEHICLE NUISANCE	9/28/2018	N/A	ADVISED	\$0.00
271 ESPINOZA	MUNICODE/ PARKING VIOLATION	9/29/2018	N/A	ADVISED	\$0.00
570 SORENSEN	COMMUNITY CONTACT	9/29/2018	N/A	COMPLETE	\$0.00
LARIOS BAKERY	MUNICODE/ BUSINESS LICENSE	9/29/2018	N/A	ADVISED	\$0.00
643 JUANITA	VEHICLE TAGGED FOR 72 HR TAG	9/29/2018	10/2/2018	COMPLETE	\$0.00
842 STAMOULES	COMMUNITY CONTACT	9/29/2018	N/A	COMPLETE	\$0.00
411 BANDONI	MUNICODE/ BUSINESS LICENSE	9/29/2018	N/A	ADVISED	\$0.00
647 PEREZ	MUNICODE/ PARKING VIOLATION	9/29/2018	N/A	CITED	\$50.00
1782 4TH	MUNICODE/ BUSINESS LICENSE	9/29/2018	N/A	ADVISED	\$0.00
				TOTAL	\$1,300.00



POLICE

M E N D O T A

MEMORANDUM

Date: October 1, 2018
To: Cristian Gonzalez, Interim- City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for September 2018

Significant Cases:

Subject check by 2nd/Marie discovered he was in possession of burglary tools and methamphetamine. He was arrested and transported to Jail.

Subject check at 7th/Lolita discovered outstanding warrants. He was arrested, cited and released.

A known restrained suspect was observed hanging around the residence of the protected party. He fled prior to officers arriving.

The victim discovered her daughter stole money from her bank account. The suspect was not available for contact. Follow-up is ongoing.

Officers discovered two young children were left home alone on Gonzalez Street. A parent was located and CPS was notified.

An unknown suspect stole the victim's vehicle while parked in a parking lot on Derrick Street.

Subject check on 7th Street discovered he was in possession of a meth pipe and modified wooden club. He was arrested, cited and released.

Vehicle stop at 7th/Puchue discovered the driver and passenger were wanted on active warrants. Officers also located methamphetamine and paraphernalia. Both were arrested and transported to Jail.

An unknown suspect stole the victim's truck tailgate while parked on her driveway.

Disturbance between a known suspect and the victim resulted in the victim receiving minor injuries. The suspect fled prior to officers arriving, but he was located in the area. He was arrested and transported to Jail.

Subject check by Divisadero/Marie resulted in an FI for information.

Vehicle check in the parking lot of a mini mart on Oller discovered a known wanted suspect. Officers also observed in plain view a meth pipe and syringe loaded with a substance believed to be heroin. He was arrested and transported to Jail.

Non-injury hit and run. An unknown suspect caused damage to the victim's vehicle and then fled.

A known restrained person continued to drive by the protected person's residence. He was gone upon officers arrival.

Officers located a 16yr old female from Reedley who was left in Mendota by friends. Parents were contacted and arrived to pick her up. Her friends were eventually contacted and found to be okay.

Disturbance at a residence on Kate found the victim was assaulted by the suspect. He was located, arrested and transported to Jail.

An unknown suspect threw rocks at the victim's vehicle while parked on L Street and caused minor damage.

An unknown driver sideswiped the victim's vehicle while he was driving on Oller Street. The suspect vehicle then fled the scene.

An unknown suspect threw a rock through the window of a local medical clinic.

A known restrained suspect attempted to call the protected party on a number of occasions while in custody at the Fresno County Jail.

Vehicle stop at 9th/Oller discovered the driver was intoxicated. He was arrested for DUI cited and released to a sober adult.

Subject check by Lolita/7th discovered outstanding warrants. He was arrested, cited and released.

Subject check of a person known to be on probation. She was found to be in possession of drugs for sale. She was arrested and transported to Jail.

A known suspect assaulted the victim while in a vehicle on 6th Street. No injuries were received. The suspected then dropped the victim off and left the area.

Subject check at 9th/Marie discovered active warrants. She was arrested, cited and released.

Subject check in an alley by a local market on 7th Street found him to be in possession of an open container of alcoholic beverage. He was cited and released.

Non-injury traffic collision at 5th/Oller. All parties remained on scene.

Vehicle vandalism on Lozano Street. The victim reported several of his vehicle windows were damaged while parked by his residence.

A known suspect stole the victim's cell phone while they were at a store on 7th Street together.

A known juvenile suspect assaulted the juvenile victim while at a local school.

Officers contacted a female on Hwy 180 by Belmont who was reported as being suspicious. She was found to be wanted on active warrants. She was arrested and transported to Jail.

A known suspect was located by the scene of multiple vehicle vandalism on Naples. She was arrested and transported to Jail.

An unknown suspect stole miscellaneous items from the victim's vehicle on Espinosa.

Suspicious suspects by a residence on Oller. Information documented.

Vehicle stop by 7th/Puchue discovered outstanding warrants on the driver. He was arrested, cited and released.

Vehicle vandalism on Oller discovered the suspect sleeping in the bed of the truck. He was contacted, arrested, cited and released.

An unknown suspect vandalized the victim's vehicle on Arnaudon Street.

Vehicle stop on Black Street discovered the suspect was under the influence of marijuana. He was arrested, cited and released to his parent.

A known suspect stole the victim's vehicle. He was located by the victim's husband still inside the stolen vehicle and brought to the attention of Officers. He was arrested and transported to Jail.

An intoxicated subject bleeding from his head attempted to purchase alcohol from a local mini mart on Oller. He was refused and officers were notified. Officers contacted him and he reported he was hit by an unknown subject who attempted to rob him as he was walking on Naples. The victim's statement changed many times. EMS responded to treat his injury.

Subject check in an alley behind a local mini mart discovered he was intoxicated. He was arrested and transported to Jail.

Vehicle stop in an alley along Lolita discovered the driver's CDL was suspended for DUI. The vehicle was left lawfully parked and he was cited and released.

Disturbance at a residence on 7th Street discovered a known suspect hit the victim with a stick. He was located, arrested and transported to Jail.

A known restrained suspect drove by the protected person's residence multiple times. He was not in the area when officers arrived.

Vehicle burglary on I Street. The victim's wallet and a check were stolen.

A Firebaugh PD stolen vehicle was recovered at Sorensen/Tuft.

Subject check at 2nd/Oller discovered he was intoxicated. He was arrested and transported to Jail.

Officers responded to a local gas station on Oller in regards to an impaired driver. As officers arrived they noticed the vehicle leave the business. They initiated a vehicle stop on Naples and discovered the driver was intoxicated. He was arrested for DUI and transported to Jail.

While no one was home an unknown suspect attempted to force entry into a residence on Sorensen.

Report of animal abuse by 7th/Rio Frio. The suspect was contacted and the dog appeared to be injured. Animal control was contacted and the dog was turned over for care. The suspect was identified and follow up initiated prior to filing with the DA for charges. The DA filed the case as a felony. The suspect was arrested and transported to Jail.

Non-injury hit and run on Jennings. An unknown suspect hit the victim's vehicle while it was parked on the street.

Three subjects were contacted at 7th/Rio Frio. One was discovered in possession of an open container of alcoholic beverage. All three were found to be intoxicated. All were arrested and transported to Jail.

Graffiti vandalism on fences and walls in the area of 7th/Stamoules. Public works assisted by painting over the graffiti.

Subject check on Gullien Parkway discovered she was wanted on an active warrant. She was arrested, cited and released.

Subject check on 4th Street discovered he was a wanted felon. He was arrested and transported to Jail.

Injury traffic collision at Derrick/Tuft discovered the driver causing exhibited signs of intoxication. Due to the driver refusing to cooperate with Police a search warrant was authored to draw blood. He was transported to CRMC for the blood draw and then to Jail where his true identity and outstanding warrants were discovered.

A known suspect entered a local store on 7th Street and exposed his genitals to a female. The offended victim called police who located the suspect in the neighborhood. He was contacted, arrested and transported to Jail.

Subject check behind a laundry mat on Oller Street discovered he was in possession of an open container of alcoholic beverage. He was cited and released.

Probation compliance check at a residence on Lolita discovered a meth pipe. An occupant of the residence was cited and released.

Bicycle stop at Rio Frio/8th resulted in an FI for information.

Bicycle stop at Rio Frio/6th found active warrants for the rider's arrest. He was arrested and transported to Jail.

MPD Officers and allied agencies conducted suppression patrol and probation/parole compliance checks: The detail resulted in a total of 22 contacts and 8 arrests.

An unknown suspect entered an open business on Marie Street, stole cigarettes and fled the scene.

Graffiti vandalism was located on a fence on 4th/I Street. Public works assisted by painting over the graffiti.

Report of a person smoking drugs behind City Hall. He was contacted in possession of drugs and a meth pipe, arrested, cited and released.

Officers conducted subject checks on two persons that resulted in 2 FI's.

An unknown suspect stole the victim's vehicle from in front of his residence.

Subject check on Oller found an active warrant for his arrest. He was arrested, cited and released.

An unknown suspect stole the victim's wallet from atop a gas pump at a local gas station on Oller.

Subject check behind a business at 6th/Rio Frio found him to be in possession of an open container of an alcoholic beverage. He was cited and released.

Subject check at Tule/7th found him to be in possession of methamphetamine and wanted on an active warrant. He was arrested, cited and released.

An unknown suspect hit the victim's parked vehicle while parked on Holmes Street and then fled.

Vehicle check at Oxnard/Amador discovered the occupant was wanted on an active warrant. He was arrested, cited and released.

An unknown suspect stole the victims' vehicle while it was parked on Gaxiola.

A father continuously leaves his young son with neighbors when he goes out and becomes intoxicated. CPS was notified.

A female high school student reported she is receiving unwanted text messages from an unknown subject.

Officers recovered a stolen vehicle on 2nd Street reported stolen from the City of Fowler.

Disturbance at a residence on 2nd Street discovered the known suspect hit two people and attempted to steal a cell phone. He was contacted by officers, arrested and transported to Jail.

Subject check by a local market on 7th Street found him to be intoxicated. He was arrested and transported to Jail.

Officers detained a juvenile at the scene of a disturbance behind a market on Derrick. One juvenile continued to interfere with officers and obstruct their investigation. He was arrested and transported to JJC.

Non-injury hit and run by Bass/Hwy 33. An unknown suspect hit the victim's vehicle as it was leaving a parking lot and the fled the scene.

Subject check along the RR track by 9th Street discovered she was in possession of methamphetamine. She was arrested, cited and released.

Vehicle check on 4th Street discovered the occupant was wanted on outstanding warrants and in possession of methamphetamine. He was arrested, cited and released.

An unknown suspect scratched words into the paint of the victim's vehicle while it was parked on K Street.

A known vehicle hit the victim's vehicle while it was parked by Smoot/Sorensen. The victim did not want to pursue a complaint.

Subject check at Oller/9th resulted in an FI for information.

Vehicle stop on Belmont in front of a local school discovered the driver, who dropped off a juvenile passenger, was intoxicated. He was arrested for DUI and child endangerment and transported to Jail.

Subject check by Lolita/6th of a known probationer who was wanted on an outstanding warrant and found in possession of a meth pipe. He was arrested and transported to Jail.

Non-injury traffic collision on Unida Street. All parties remained on scene.

Vehicle stop on Oller/4th discovered the driver was unlicensed and in possession of two meth pipes. He was cited and released.

Vehicle stop of an off road motorcycle by Gonzalez/Castro discovered the driver was unlicensed and new to Mendota. He was cited and FI'ed for information.

Vehicle stop by Straw/Derrick discovered the driver was wanted on outstanding warrants. He was arrested and transported to Jail.

Subject check of three in the parking lot of apartments on Oller discovered two were in possession of open containers of alcoholic beverages. They were cited and released. The third was FI'ed for information.

Minor dog bite on L Street. EMS was refused by the victim. Public Works responded.

Subject check at Lolita/6th discovered an outstanding warrant. She was arrested and transported to Jail.

Hit and run vehicle collision at the end of Amador by Oxnard. Guard rail was run through and the solo vehicle was in the field on its side. The driver was located at a Hospital and eventually confessed to driving. The driver was possibly DUI at the time of the collision.

Subject check of three on 7th Street discovered one was wanted on active warrants. He was arrested and transported to Jail.

Suspicious subject waving a large knife on Smoot and obstructing traffic. He was also observed making obscene jesters with children in the area. As officers approached the scene the suspect entered a vehicle and fled. Officers attempted to stop the vehicle, but he failed to yield. The suspect drove onto property on Bass Avenue and exited the vehicle. He was then contacted by Officers and resisted arrest. He was eventually taken into custody and transported to Jail. A counterfeit \$100 bill was also located in his possession.

Officers responded to a tip and discovered a wanted subject at a location. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on Peach Street.

Officers responded to a local bar on Oller due to an intoxicated subject causing a disturbance. Upon arriving Officers located the suspect across the street from the bar lying on the sidewalk. He was found to be intoxicated and attempted to fight officers when he was contacted. He was arrested and turned over to EMS for transport to CRMC to be evaluated due to his high level of intoxication.

Disturbance at a residence on Pucheu discovered the suspect hit the victim. The suspect was located, arrested and transported to Jail.

Vehicle stop by 2nd/I Street discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober adult.

An unknown suspect vandalized the victim's vehicle while it was parked on Derrick.

An unknown suspect vandalized the victim's vehicle while it was parked by Naples/7th.

A known restrained person was seen driving by the protected person's residence on Gregg Court in violation of an active court order.

Subject check of a person on 4th discovered he is a former parolee. He was FI'ed for information.

Subject check at 7th/Stamoules discovered he was intoxicated. He was arrested and transported to Jail.

An unknown suspect forced open the lock to a mailbox on I Street. Unknown items may be missing.

An unknown suspect stole the victim's vehicle while it was parked on Naples Street at night.

Subject check at 6th/Oller discovered he was in possession of a meth pipe and had an active warrant for his arrest. He was arrested, cited and released.

Officers received information on a wanted subject and located him on Oller Street. He was arrested and transported to Jail.

Suspicious subject looking into vehicles by 9th/Puchue. He was found in possession of a meth pipe and syringe. He was arrested and transported to Jail.

Intoxicated subject entered City Hall and then Left. He was contacted by 9th/Quince and found to be wanted on outstanding warrants. He was arrested and transported to Jail.

On K Street officers recovered a vehicle stolen out of the City of Selma.

An unknown suspect stole the victim's license plate from his vehicle. The victim does not know when the theft occurred.

Report of a person kicking the front door of a residence on L Street. Upon officers arriving they attempted to contact the suspect but he fled on foot. Officers pursued him and took him into custody at 2nd/Naples. He was arrested and later cited and released.

An unknown suspect stole the victim's identity and built a site on social media.

Subject check by Naples/9th discovered an active warrant for his arrest. He was also found in possession of methamphetamine and drug paraphernalia. He was arrested, cited and released.

An unknown suspect entered the victim's vehicle over night on I street and stole his property.

Subject check by Marie/2nd discovered he was wanted on outstanding warrants. He was arrested and transported to Jail.

Report of a person with a rifle shooting birds by a children's center on Tuft. The Officers investigation led them to an address by the location where the person responsible was contacted. The rifle was found to be a pellet gun. The person was admonished and a report completed for information.

Bicycle stop by Oller/8th discovered the rider was on active parole and in possession of Methamphetamine. He was arrested and his parole was violated. He was transported to Jail.

Vehicle stop in the parking lot of a mini mart on Oller discovered the driver was intoxicated. She was arrested, cited and released to a sober adult.

A known suspect damaged the windows of two vehicles parked in the driveway of the victim's residence on Pucheu Street.

Non-injury traffic collision by 6th/Oller. Both parties remained on scene.

During a bar check at a local bar on Oller the victim of a cell phone theft reported the crime to officers. Surveillance video needs to be reviewed.

Subject check at a local bar on Oller resulted in an FI for information.

Subject check by Oller/8th Street discovered he was intoxicated. He was arrested and transported to the Police Department. While at the PD he became ill and was turned over to EMS for transport to CRMC for evaluation.

An unknown suspect damaged two rear windows to the victim's residence on Pucheu.

Strategic Planning:

- Chief attended a 20 hour executive workshop.
- Sgt.s Urbieta, Esqueda, Arciga and Officer Ayala attended specialized training.
- Lt. Smith, Manager Ruiz and Officer Ayala attended computer program training at the Sheriff's Office.

Personnel Information:

- The following Police Department positions remain vacant and frozen:
 - Two Police Officers
 - One Administrative Assistant
- Trainee is progressing through Field Training.
- Injured officer remains on Modified Duty.