



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

ROBERT SILVA  
Mayor  
ROLANDO CASTRO  
Mayor Pro Tem  
VICTOR MARTINEZ  
JESSE MENDOZA  
OSCAR ROSALES

**AGENDA**  
**MENDOTA CITY COUNCIL**  
Regular City Council Meeting  
**CITY COUNCIL CHAMBERS**  
643 QUINCE STREET  
February 26, 2019  
6:00 PM

CRISTIAN GONZALEZ  
City Manager  
JOHN KINSEY  
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM - 5 PM.

In compliance with the Americans with Disabilities Act, 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**

## **INVOCATION**

## **FINALIZE THE AGENDA**

1. Adjustments to Agenda
2. Adoption of final Agenda

## **PRESENTATION**

1. Joseph Oldham to provide an update on the Sustainable Aviation Project.
2. Council to recognize the Mendota Police Department's Explorer Program for their outstanding activities in 2018.
3. Council to recognize Sergeant Frank Renteria for his service to the community.

## **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 February 12, 2019.
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. FEBRUARY 12, 2019 THROUGH FEBRUARY 21, 2019  
WARRANT LIST CHECKS NO. 44982 THRU 45031  
TOTAL FOR COUNCIL APPROVAL = \$383,024.60
2. Proposed adoption of **Resolution No. 19-11**, approving and accepting the public improvements constructed for Tract No. 6111, Tract No. 6146, and Tract No. 6148.
3. Proposed adoption of **Resolution No. 19-12**, authorizing approval of signature authority for items related to the Bureau of Reclamation-funded relocation program of projects.
4. Proposed adoption of **Resolution No. 19-13**, approving an amendment to the School Resource Officer agreement with the Mendota Unified School District.

## **BUSINESS**

1. Council discussion and consideration to form an ad-hoc sub-committee to provide input on the sale and development of City Surplus Real Property.
  - a. *Receive report from City Manager Gonzalez*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council take action as appropriate*

2. Introduction and first reading of **Ordinance No. 19-01**, approving an amendment 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 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. 19-01, and sets the public hearing for the March 12<sup>th</sup> City Council Meeting*

### **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Administrative Services
  - a) Monthly Report
2. City Attorney
  - a) Update
3. City Manager

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

1. Council Member(s)
2. Mayor

### **ADJOURNMENT**

### **CERTIFICATION OF POSTING**

I, Celeste Cabrera-Garcia, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of February 26, 2019, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, February 22, 2019 at 4:40 p.m.

  
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Celeste Cabrera-Garcia, Deputy City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**February 12, 2019**

**Meeting called to order by Mayor Silva at 6:00 p.m.**

### **Roll Call**

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

**Council Members Absent:** Councilor Victor Martinez

**Flag salute led by Mayor Silva**

**A moment of silence was held for Ivan Gomez who had recently passed away.**

### **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 Mendoza; unanimously approved (4 ayes, absent: Martinez).

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

**Kevin Romero (160 Tuft Street)** - commended the City Council for its response to a USA Today article that disparaged Mendota, and communicated the pride he feels in being a Mendota resident.

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

1. Minutes of the regular City Council meeting of January 22, 2019.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Mayor Pro Tem Castro; unanimously approved (4 ayes, absent: Martinez).

## **CONSENT CALENDAR**

1. JANUARY 22, 2019 THROUGH FEBRUARY 06, 2019  
WARRANT LIST CHECKS NO. 44909 THRU 44981  
TOTAL FOR COUNCIL APPROVAL = \$482,852.78
2. Proposed adoption of an agreement with KSA Homes, Inc. authorizing the sale of real property located at 607 De La Cruz Street.
3. Council authorize Mayor to sign letter in support of proposed Solar Project in the Mendota Area.

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

## **BUSINESS**

1. Council discussion and consideration of the proposals received in response to the Request for Proposals for the sale and potential development of City Surplus Real Property.

Mayor Silva introduced the item and City Manager Gonzalez summarized the report, including details on the property in question, it's permitted uses, and the responses received; and staff's recommendation for Council to direct staff to negotiate with the Axiom group for sale of the property.

Discussion was held on the scoring criteria used in rating the applications; if staff's conclusion has changed since having received the presentations at the previous meeting; and if Mendota residents that may not be citizens will be able to acquire employment with the selected company.

A motion was made by Mayor Silva to direct staff to engage in negotiations with the Axiom Group for the sale of the property, seconded by Mayor Pro Tem Castro; unanimously approved (4 ayes, absent: Martinez).

2. Council discussion and consideration of the appointment of a community representative on the Public Safety Sub-Committee.

Mayor Silva introduced the item and reported that the Public Safety Sub-Committee is interested in having a community member be appointed as a standing member, and requested that Mr. Joseph Amador be appointed due to his experience and involvement in the community.

Councilor Rosales requested that Mayor Pro Tem Castro be appointed as the second permanent member of the Sub-Committee.

A motion was made by Councilor Rosales to appoint Mayor Pro Tem Castro and Mr. Joseph Amador as members of the Public Safety Sub-Committee, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

3. Council discussion and consideration of **Resolution No. 19-08**, approving Final Map 18-01, La Colonia and accepting all associated road rights-of-way, public parcels, and public utility easements.

Mayor Silva introduced the item and City Manager Gonzalez reported that the developer of the La Colonia development wished to make small modifications to the layout of the map; and that the City Engineer found that the proposed final map it is in substantial conformance to the tentative map.

Discussion was held on the possibility of opening Lozano Street to allow a left turn from Lozano Street onto Highway 33.

A motion was made by Councilor Rosales to adopt Resolution No. 19-08, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

4. Introduction and first reading of **Ordinance No. 19-01**, approving an amendment 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.

Mayor Silva introduced the item and City Manager Gonzalez summarized his report including the participation of the developer of the La Colonia development to provide funds for a new baseball and soccer field in lieu of other payments required of him; and a typo on Exhibit H, replacing \$250,000 with \$700,000.

Discussion was held on the timeframe for the fields to be built, which is hoped to be by the end of the summer.

A motion was made by Mayor Pro Tem Castro to perform the first reading of Ordinance No. 19-01, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

## **PUBLIC HEARING**

1. Public hearing to consider **Resolution No. 19-09**, approving an energy services contract with ENGIE Services U.S. Inc.; and **Resolution No. 19-10**, approving a facility funding contract with Signature Public Funding Corporation.

Mayor Silva introduced the item and City Manager Gonzalez reported that staff issued a Request for Proposals solar development on City property, and that the City received one response.

Representatives from Engie Services U.S. summarized their proposal and provided information on their company.

Discussion was held on a donation that Engie Services U.S. will give to a non-profit organization in the community.

At 6:51 p.m. Mayor Silva opened the hearing to the public.

**Jose Gutierrez (647 Perez Street)** - asked about how the energy would be bought and sold.

At 6:52 p.m. the public hearing was closed.

A motion was made by Mayor Pro Tem Castro to adopt Resolution No. 19-09, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

A motion was made by Mayor Pro Tem Castro to adopt Resolution No. 19-10, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

**Ofelia Ochoa (1817 Jennings Street)** - expressed her desire to have more services, especially for special needs children; that she would like to see more residents civically involved; and that she is starting an ARC group in Mendota.

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

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

Chief of Police Andreotti reported on staffing levels, including the hiring and training of a new Community Services Officer; and the activities his department has recently undertaken in animal control.

Discussion was held on transients that cross through properties; and the eviction of all of the trailers from Jack's Resort.

Chief Andreotti reported on the accidental shooting of a young man; a staffing and personnel update; and the activities that his officers have recently undertaken to make Mendota safer.

Discussion was held on the possibility of acquiring a K-9 unit; and the lack of recent DUI checkpoints due to the lack of grant funding for those activities.

2. Economic Development  
a) Monthly Report

Economic Development Manager Flood reported on the Fresno EDC opportunity analysis; the professional disappointment in the article that mentions Mendota; the continued search for a company to occupy the commercial portion of the La Colonia development; and the upcoming mandatory trainings for staff and Council Members.

3. City Attorney  
a) Update

Nothing to report.

3. City Manager

City Manager Gonzalez reported on the meeting with the Mendota Unified School District (MUSD) Board of Trustees that will be held on February 20th; an update on the Sustainable Aviation Project that will be given by Joe Oldham at a future meeting; and O'Reilly's being interested in purchasing the Mi Ranchito property.

Discussion was held on the various topics that will be discussed during the joint meeting with the MUSD Board of Trustees.

**MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)

Mayor Pro Tem Castro requested invocations for future meetings; requested that city vehicles that are not marked be marked; and expressed his disdain for the USA Today article.

Councilor Mendoza expressed his disgust for the USA Today report and thanked the public and staff.

Councilor Rosales communicated his displeasure of the USA Today article; awards that some members of the Boys and Girls Club had received; and thanked the public for their attendance.

2. Mayor



Mayor Silva conveyed the repugnance that was the USA Today article; reported that he had been appointed as Vice-Chairperson of the Fresno COG Board; and the grand opening of the Centro la Familia building in Kerman.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 7:33 p.m. by Mayor Pro Tem Castro, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk

CITY OF MENDOTA  
CASH DISBURSEMENTS  
2/12/2019 - 2/21/2019  
Check# 44982 - 45031

Date	Check #	Amount	Vendor	Department	Description
February 12, 2019	44982	\$3,090.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	(6) HRA ADMINISTRATION - FEBRUARY 2019 (PD), MEDICAL CHECK RUN 1/29/2019
February 12, 2019	44983	\$4,446.48	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR MARCH 2019
February 12, 2019	44984	\$1,332.81	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY SERVICES 2/6/2019 - 3/5/2019
February 13, 2019	44985	\$672.99	EMPLOYMENT DEVELOPMENT	WATER-SEWER	LIABILITY PAYMENT DUE 10/1/2018 - 12/31/2018
February 13, 2019	44986	\$592.00	CITY OF FRESNO POLICE DEPARTMENT	GENERAL	PATROL RIFLE INSTRUCTOR COURSE 2/18/19 - 2/22/19 (PD)
February 19, 2019	44987	\$105,067.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 2/4/2019 - 2/17/2019
February 21, 2019	44988	\$5,510.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	(17)MONTHLY MEDICAL ADMINISTRATION FEE FEBRUARY 2019, (2) MEDICAL CHECK RUN 2/12/19 & 2/19/19
February 21, 2019	44989	\$802.92	AFLAC	GENERAL	AFLAC INSURANCE FOR FEBRUARY 2019
February 21, 2019	44990	\$113.14	AG & INDUSTRIAL SUPPLY INC	WATER-STREETS	(21.5) HYDRAULIC HOSE 1/4 2WIRE (2) GLOBAL FITTING
February 21, 2019	44991	\$29.75	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE
February 21, 2019	44992	\$305.85	ALERT-O-LITE	WATER-STREETS	6" PUMP LABOR & REPAIR REPLACE FUEL VALVE (1) MAGNET TOW LIGHT (4) BARRICADE LIGHT (16) BARRICADE LIGHT
February 21, 2019	44993	\$1,115.00	BC LABORATORIES, INC	WATER	WATER SAMPLING - DRINKING WATER - EDT TTHM/HAA5, WELL#7, 8, & 9
February 21, 2019	44994	\$23,306.36	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR MARCH 2019
February 21, 2019	44995	\$2,000.00	BSK ASSOCIATES	GENERAL	PROF SERV NOVEMBER 2018 - SOCCER FIELD SOIL
February 21, 2019	44996	\$294.97	CHEMSEARCH	WATER	WTP BACKWASH BASIN (1) MEND-CON RTU W/ DISPENSING GUN
February 21, 2019	44997	\$175.00	COMMUNITY MEDICAL CENTER	GENERAL	JANUARY 2019 LEGAL BLOOD DRAWS (PD)
February 21, 2019	44998	\$50.00	COOK'S COMMUNICATIONS CORP	GENERAL	(1) 5 PORT MULTI CHARGER W/ADAPTER 4 - MICS DOS SOFTWARE
February 21, 2019	44999	\$270.26	DATAMATIC, INC	WATER	MONTHLY SOFTWARE LICENSE & SERVICES MAINTENANCE FEE MARCH - 2019
February 21, 2019	45000	\$412.00	DEPARTMENT OF JUSTICE	GENERAL	(3) FINGERPRINT APP (1) FINGERPRINT - FBI (1) PEACE OFFICER, (8) BLOOD ALCOHOL ANALYSIS FOR JANUARY 2019
February 21, 2019	45001	\$156.56	EINERSON'S PREPRESS	GENERAL	(250 CT) BUSINESS CARDS (C.E.), (500 CT) BUSINESS CARD (PD)
February 21, 2019	45002	\$655.43	EPPLER TOWING & RECOVERY	STREETS	STREET SWEEPER (1) REPLACED STARTER FUSE, CLEANED CONNECTOR, & STARTER
February 21, 2019	45003	\$1,040.05	EXCEL SIGN CO	GENERAL	M85 & M84 - (2) VEHICLE GRAPHICS CAST VEHICLE WRAP (PD)
February 21, 2019	45004	\$137.99	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR JANUARY 2019 (PD)
February 21, 2019	45005	\$1,320.00	GONZALEZ TRANSPORT INC	STREETS	(3) 4HR ASPHALT FREIGHT SERVICES FRESNO- MENDOTA
February 21, 2019	45006	\$7,681.95	ICAD INC	WATER	(1) EATON 9000X VFD REPLACEMENT LAMP WTP, LOZANO LIFT STATION MATERIAL & SERVICES PROGRAMMING
February 21, 2019	45007	\$160.00	KERWEST NEWSPAPER	GENERAL	PASSTHRU - LA COLONIA (8) NOTICE OF PUBLIC HEARING 19-01 AMENDMENT

CITY OF MENDOTA  
CASH DISBURSEMENTS  
2/12/2019 - 2/21/2019  
Check# 44982 - 45031

February 21, 2019	45008	\$3,329.65	LIGHTHOUSE ELECTRICAL INC	SEWER	WWTP - REBUILT 3 STARTER BUCKET, (3) TRANSFORMER & COILS
February 21, 2019	45009	\$650.00	MAACO COLLISION REPAIR	GENERAL	VEH#84 - 2019 DODGE CHARGER REFINISH LABOR & PAINTING MATERIALS (PD)
February 21, 2019	45010	\$47,257.76	MADERA PUMPS INC	WATER	WELL#5 - (1) 60HP MOTOR MATERIAL AND LABOR FABRICATE SPOOL
February 21, 2019	45011	\$238.76	METRO UNIFORM	GENERAL	(2) SHORT SLEEVE (4) EMBROIDERY (1) DUTY BELT & KEEPER, (1) STINGER LED DS HDR (C.E)
February 21, 2019	45012	\$56,185.08	MIDVALLEY DISPOSAL INC	REFUSE-STREETS	SANITATION CONTRACT SERVICES - ROLL OFF BIN EXCHANGE 10Y & 40Y
February 21, 2019	45013	\$393.51	OFFICE DEPOT	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES FOR JANUARY AND FEBRUARY 2019
February 21, 2019	45014	\$8,811.85	PG&E	GENERAL-WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES 1/15/19 - 2/13/19
February 21, 2019	45015	\$4,550.00	PRICE, PAIGE, & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	COMPLETION OF STATE CONTROLLER'S ANNUAL FINANCIAL TRANSACTIONS REPORT FOR THE YEAR END 6/30/2018
February 21, 2019	45016	\$85,222.69	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	PASSTHRU SERV - LA COLONIA PROJECT, BLACK FLEMING & MCCABE STREET RECON FOR JULY & AUGUST 2018, AND STORM DRAIN, WATER SYS, & WW
February 21, 2019	45017	\$426.94	PROFORCE LAW ENFORCEMENT	GENERAL	(12) TASER CARTRIDGE 25 FEET XP (PD)
February 21, 2019	45018	\$786.36	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT TIRE REPAIRS - (4) TIRE REPAIR INSIDE PATCH, (1) FIRESTONE SPECIALTY TUBE, FRONT STRUTS & REMOVE, 2 WHEEL COMP
February 21, 2019	45019	\$125.00	RIGHT NOW PHLEBOTOMY	GENERAL	(1) BLOOD DRAW CASE # 19-0277 (PD)
February 21, 2019	45020	\$982.94	ERNEST PACKING SOLUTIONS	WATER-SEWER	CITYWIDE JANITORIAL SUPPLIES FOR FEBRUARY - (2) BATH TISSUE, (3) CAN LINER, (3) PAPER TOWELS, & (2) CLOROX PINE-SOL
February 21, 2019	45021	\$326.72	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT FOR MARCH 2019
February 21, 2019	45022	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT COPIER (PD)
February 21, 2019	45023	\$1,147.25	TELSTAR INSTRUMENTS INC	WATER	WTP & WWTP ANNUAL CALIBRATION HOURS, LABOR, & TEST
February 21, 2019	45024	\$668.55	TRIANGLE ROCK PRODUCTS INC	STREETS	ST 1/12 HMA TYPE A ASPHALT 7TH STREET (QTY 10.21)
February 21, 2019	45025	\$177.00	UNITED HEALTH CENTERS	GENERAL	PRE-EMPLOYMENT SCREEN (CE)
February 21, 2019	45026	\$95.64	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SERVICES - (6) RUGS, WET & DRY MOP, & TERRY CLOTHS
February 21, 2019	45027	\$1,144.17	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONE SERVICES 1/7/19 - 2/6/19
February 21, 2019	45028	\$45.00	VILLAMAR MOTORS & TRANS	GENERAL	VEH#M82 - OIL CHANGE & AIR FILTER (PD)
February 21, 2019	45029	\$654.54	VULCAN MATERIALS COMPANY	STREETS	HYBRID HMA 64-10 ASPHALT (QTY 10.02)
February 21, 2019	45030	\$8,500.00	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-WATER-SEWER	LEGAL SERVICES REGARDING: GENERAL LEGAL SERVICES 1/15/2019
February 21, 2019	45031	\$371.83	GABRIELLE CATO	GENERAL	REIMBURSEMENT (PD)
		\$383,024.60			

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**AGENDA ITEM**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CRISTIAN GONZALEZ, CITY MANAGER

**SUBJECT:** ACCEPTANCE OF THE PUBLIC IMPROVEMENTS CONSTRUCTED FOR TRACT NO. 6111, TRACT NO. 6146 AND TRACT 6148

**DATE:** FEBRUARY 26, 2019

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**ISSUE**

Should the City Council approve the attached resolution to accept the public improvements constructed for the three subject tracts, which are Phases VI, VII and VIII of the Las Palmas Estates subdivision?

**BACKGROUND**

The original Vesting Tentative Map for Las Palmas Estates (Tract 5483) was approved by the City Council on March 22, 2005. Since that time, the developer has been proceeding in phases to build out the subdivision and the associated public improvements. With completion of Phase IX, now under construction, the subdivision will be complete.

The City continues to have bond security for the earlier phases, including the subject Tracts VI, VII and VIII. These securities are held throughout construction to give the City a way to complete the work should the developer fail to do so for any reason. Since the work on the subject Tracts is complete and has been approved by the City Engineer, it is now appropriate to formally accept the work and release the bonds.

**ANALYSIS**

The City Manager has reviewed the work and the City Engineer's recommended approval and agrees that acceptance is now appropriate.

**FISCAL IMPACT**

No direct financial impact. There will be incremental maintenance costs for the completed improvements over time, which will be offset by increased property tax and water and sewer fee revenues. There will be no direct impact to the General Fund.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution accepting the public improvements constructed for Tract No. 6111, Tract No. 6146 and Tract 6148, and authorizing the City Manager to release the associated bond securities.

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA TO APPROVE  
AND ACCEPT THE PUBLIC IMPROVEMENTS  
CONSTRUCTED FOR TRACT NO. 6111,  
TRACT NO. 6146 AND TRACT NO. 6148**

**RESOLUTION NO. 19-10**

**WHEREAS**, Vesting Tentative Map No. 5483 for Las Palmas Estates was approved by the City Council on March 22, 2005; and

**WHEREAS**, Tract No. 6111 is Phase VI of Vesting Tentative Map No. 5483; and

**WHEREAS**, Tract No. 6146 is Phase VII of Vesting Tentative Map No. 5483; and

**WHEREAS**, Tract No. 6148 is Phase VIII of Vesting Tentative Map No. 5483;  
and

**WHEREAS**, all work within the public right-of-way and all street improvements required by the conditions of approval of each of the above tracts have been completed by the Owner in accordance with Title 16, Chapter 16.32 of the Municipal Code of the City of Mendota, the City of Mendota Standard Specifications, the State of California Department of Transportation Standard Specifications and the approved construction plans as stipulated in the Subdivision Agreements for each tract, and

**WHEREAS**, all such construction has been approved by the City Engineer and satisfactorily tested by approved testing laboratories; and

**WHEREAS**, Performance and Labor and Materials bond securities were furnished to the City in accordance with the Subdivision Agreements for each tract; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Mendota that the public improvements constructed for Tract No. 6111, Tract No. 6146 and Tract No. 6148 are approved and accepted, and authorization is given to the City Manager to release the bond securities for said improvements in accordance with the conditions and rules of Government Code 66499.7.

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Robert Silva, 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 26<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

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**AGENDA ITEM**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CRISTIAN GONZALEZ, CITY MANAGER

**SUBJECT:** APPROVAL OF SIGNATURE AUTHORITY FOR ITEMS RELATED TO THE RECLAMATION-FUNDED RELOCATION PROGRAM OF PROJECTS

**DATE:** FEBRUARY 26, 2019

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**ISSUE**

Should the City Council approve the attached resolution to authorize the City Manager to sign individual permit applications, inquiries, and correspondences, in connection with the Reclamation-funded relocation program of projects?

**BACKGROUND**

Following approval of the funding agreement with the US Department of the Interior, Bureau of Reclamation (Reclamation) at your regular meeting of December 11, 2018, the City is now working to prepare plans to reconstruct the Mowry Bridge, abandon Well No. 7, construct a new Well No. 10 and construct and extension of the raw water transmission main. Taken together, these projects are known as the Reclamation-funded relocation program.

This process of design, permitting and construction will involve coordination with a number of agencies, and virtually all will require some sort of application from the City. Normally, those applications would come to your Council in the normal course of business for review and signature authorization. Because of the level of complexity of this project, staff is suggesting that an alternative process be used.

Where applications, inquiries, correspondences or whatever the case may be are directly related to the Reclamation-funded facility-relocation program, which includes the Mowry Bridge reconstruction, new Well No. 10 and the raw water main extension, we propose that the City Manager would have authority to sign necessary documents as required based on the attached resolution, and would regularly report actions taken to your Council for awareness. This authority would be relatively general, but limited to activities necessary to pursuing the projects included in the Reclamation-funded relocation program.

Once the projects have been approved and are ready to go to construction, bid results would be brought to you for award of a construction contract in accordance with normal procedure and the construction phases of the projects would proceed normally.

**ANALYSIS**

The City Attorney has reviewed the concept and is satisfied that the Council would be acting within its powers in granting the City Manager extended signature authority for this specific construction program.

**FISCAL IMPACT**

No direct financial impact. There will be no impact to the General Fund.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution authorizing extended approval of the attached agreement with Provost & Pritchard Consulting Group for final design, signature authority for the City Manager in connection with the Reclamation-funded relocation program of projects.



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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AUTHORIZING  
APPROVAL OF SIGNATURE AUTHORITY  
FOR ITEMS RELATED TO THE  
RECLAMATION-FUNDED RELOCATION  
PROGRAM OF PROJECTS**

**RESOLUTION NO. 19-12**

**WHEREAS**, the US Department of the Interior, Bureau of Reclamation (Reclamation) and the City of Mendota (City) have entered into a funding agreement which requires the City to reconstruct the Mowry Bridge, and to relocate certain other infrastructure (Project); and

**WHEREAS**, necessary coordination with and application to Federal and State agencies will require the City to submit signed permits for the Project which might otherwise have to be individually brought to City Council for signature authority; and

**WHEREAS**, City staff will be able to more efficiently manage the Project's needs and requirements if granted more authority to act within the constraints of the Project's approved scope; and

**WHEREAS**, City Council would rely on the City Manager's experience and recommendation for similar signatures in any case, and is willing to extend such authority in a more general fashion for this Project;

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Mendota that the City Manager is hereby authorized to sign, at his discretion, all documents necessary for the prosecution and progress of the Project, up to but not including award of construction contracts.

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Robert Silva, 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 26<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

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**AGENDA ITEM- STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** GREGG L. ANDREOTTI, CHIEF OF POLICE  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT  
**DATE:** FEBRUARY 26, 2019

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**BACKGROUND:**

The City of Mendota and Mendota Unified School District entered into a three year School Resource Officer (SRO) agreement prior to school year 2015/2016. Due to its success, the agreement was renewed for an additional three years in July 2018 and included an expansion from one SRO to three SROs.

The SROs play a vital role in promoting school safety, enhancing the physical security of students, protecting District employees, students and property, and contributing to the maintenance of a safe and conducive learning environment. SROs also assist site administration with investigating and facilitating student disciplinary proceedings. In performing these important duties, the District finds it necessary to grant SROs access to student records. Therefore, the District is presenting an amendment to the SRO agreement to deem the SROs school officials with legitimate educational interests in the District's educational records when performing their specified duties.

With SROs being empowered as school officials they will have direct access to records that would otherwise need to be accessed via a Subpoena.

**FISCAL IMPACT:**

No fiscal impact.

**RECOMMENDATION:**

Staff recommends that the Council adopt the attached resolution and authorize City Manager Cristian Gonzalez to act as the City representative and sign the amendment to the School Resource Officer Agreement.

**AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT  
BETWEEN  
MENDOTA UNIFIED SCHOOL DISTRICT  
AND  
CITY OF MENDOTA**

**Recitals**

On or about July 1, 2018, the Mendota Unified School District ("District") entered into a 3 year Agreement with the City of Mendota ("City") for the provision of School Resource Officers' ("SROs") services. Specifically, the SRO's play a vital role in promoting school safety, enhancing the physical security of students, protecting District, employee and student property, and contributing to the maintenance of a safe and conducive learning environment.

SROs also greatly assist site administration with investigating and facilitating student disciplinary proceedings. In performing these important duties, the District finds it necessary to grant SROs access to student records. Therefore, the SROs assigned to the District school sites are hereby deemed by this Amendment to be school officials with legitimate educational interests in the District's educational records when performing their specified duties.

SROs will adhere to all state and federal laws and regulations and District policies and procedures regarding access, maintenance, confidentiality and disclosure of educational records. SROs' access to educational records shall be under the direct, exclusive control of the District, and shall be limited to the purposes of promoting school safety, enhancing the physical security of students, the protection of property, and investigating and facilitating in student disciplinary proceedings.

The District will notify parents and guardians that SROs have been designated by this Amendment as District school officials with legitimate educational interests in student records and may access such records in the performance of their official duties.

Upon execution, this Amendment shall become a binding addendum to July 1, 2018 Agreement between the parties for SRO services, and shall be effective through the same term of the Agreement, June 30, 2021. All other terms and conditions of the July 1, 2018 Agreement shall remain in full force and effect.

**MENDOTA UNIFIED SCHOOL DISTRICT:**

By: \_\_\_\_\_  
Paul Lopez, Superintendent

\_\_\_\_\_  
Date:

**CITY OF MENDOTA:**

By: \_\_\_\_\_  
Cristian Gonzalez, City Manager

\_\_\_\_\_  
Date:

**ATTEST:**

By: \_\_\_\_\_  
Matt Flood, City Clerk

\_\_\_\_\_  
Date:

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
AN AMENDMENT TO THE SCHOOL  
RESOURCE OFFICER AGREEMENT WITH  
THE MENDOTA UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 19-13**

**WHEREAS**, the Mendota Police Department is charged with preserving the health and safety in the City of Mendota by providing laws enforcement services; and

**WHEREAS**, having dedicated Police Officers assigned to schools within the Mendota Unified School District broadens the continuity of service and continues building trust and cooperation with school personnel and students; and

**WHEREAS**, the SROs promote school safety, enhance the physical security of students, protect district employees, students and property, and contribute to the maintenance of a safe and conducive learning environment; and

**WHEREAS**, Mendota Unified School District is proposing an amendment to the current SRO agreement to deem the SROs school officials with legitimate educational interests in the District's educational records when performing their specified duties; and

**WHEREAS**, the opportunity to expand the availability to school resources to School Resource Officers by allowing access to school records will benefit the District, City, community and its youth.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Mendota to authorize City Manager Cristian Gonzalez act as the City representative and sign the amendment to the School Resource Officer Agreement.

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Robert Silva, 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 26<sup>th</sup> day of February, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** REQUEST TO ESTABLISH A CITY COUNCIL SUBCOMMITTEE  
**DATE:** FEBRUARY 26, 2019

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**ISSUE**

Should the Mayor and City Council establish an ad-hoc subcommittee for participation in the development agreement negotiation process for cannabis cultivation businesses?

**BACKGROUND**

As part of the adopted cannabis cultivation ordinance, potential cultivation businesses are required to negotiate a development agreement with the City. Recently, the City Council selected a respondent through an RFP (request for proposals) process to begin negotiations with. Members of the Council have expressed interest in being part of the negotiation. While having elected officials be actual participants in DA negotiations is highly unusual – as that is typically a function of staff working directly with an applicant or developer – the uniqueness of the issue in question makes it understandable that Council would prefer a more involved role. Under those circumstances however, it is important that the Council subcommittee discuss and coordinate with staff the City’s position on the issues to be discussed with the applicant in advance of actually meeting with the applicant in a negotiation session. This would require an enhanced time commitment from participating Councilmembers.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the City Council appoint two Councilmembers to serve on the proposed subcommittee.

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**AGENDA ITEM**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CRISTIAN GONZALEZ, CITY MANAGER

**SUBJECT:** FIRST READING OF ORDINANCE NO. 19-02 REVISED AMENDMENT TO DEVELOPMENT AGREEMENT, LA COLONIA SUBDIVISION RECOMMENDATION FOR APPROVAL

**DATE:** FEBRUARY 26, 2019

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**DISCUSSION:**

At your previous meeting, on February 12, 2019, an ordinance proposing to amend the development agreement for the La Colonia subdivision was introduced for its first reading. That first reading was routinely waived and the ordinance passed to the second reading, which would normally have been scheduled for tonight's meeting. In the interim, staff has held numerous meetings both internally and with Steve Hair, the President of KSA Homes, Inc., (KSA) the developer of La Colonia.

Our conclusion is that the development agreement amendment in the form presented to your Council on February 12 is mathematically flawed and more complex than it needs to be. We believe we have reached a better agreement between the City and KSA that will be much easier to administer over time and is much more advantageous to the City. Accordingly, we have chosen to drop the originally proposed amendment and bring a different amendment for your consideration.

To review the facts surrounding this development, on August 14, 2018, the Mendota City Council, by Resolution 18-63, approved Tentative Map 18-01, an 86-lot subdivision known as La Colonia. At that same meeting, Ordinance 18-04, approving the project's Development Agreement, was introduced, and then duly passed and approved by your Council on August 28, 2018.

Staff's goal for this development agreement has been to provide funding for improvement of Rojas-Pierce Park. The original structure of the Development Agreement is complex, and while it successfully provides for the developer exactions needed to fund a park project, the original does not clarify the intended purpose for those funds. This amendment simplifies the structure of the agreement, clarifying the City's intent to improve several existing public works facilities using already-collected Development Impact Funds while directing virtually all of the impact fund collected from this project to Rojas-Pierce Park, in a lump-sum payment to be paid by KSA by May 1, 2019. This payment will allow the City to move ahead with design and construction of the planned park improvement project within the next year.



Subjects covered by this amendment include:

- Revision of the number of lots in the subdivision from 86 to 85. This affects some language in the body of the agreement as well as the fee summary in the former Exhibit I (now Exhibit G).
- The full cost of the improvements to Well No. 3 will be paid from existing City Water funds.
- The full cost of the storm drain conveyance and storage improvements described in Exhibit E will be paid from existing City Storm Drain Impact Fees.
- Revision of Exhibit F, regarding the timing of the requirement for completion of the traffic signal at Second and Bass. It is being delayed from the 25<sup>th</sup> building permit to the 60<sup>th</sup> building permit, to more accurately reflect the existence of actual project traffic at the intersection, and the full cost of the traffic signal will be paid from existing Development Impact Fees, rather than being limited to \$288,000.
- Deletion of former Exhibit G, regarding the mechanics of the improvements to Rojas Pierce Park. It was originally planned for KSA Homes to do the work at the park. However, the City has learned that substantial CDBG funding will be available for park work in addition to the La Colonia impact fees, and combination of the two funding sources into a single project will make for a better and more unified project. Accordingly, the development agreement is being amended to have KSA Homes pay \$884,050.60 directly into the General Fund, which can then be used by the City to help fund a Rojas-Pierce park improvement project.

The City Attorney has determined that due to the extent of the differences in this amendment versus the amendment considered on February 12, the ordinance process must begin again. This item is the first reading of the ordinance to adopt the revised amendment.

As discussed above, the intent of the agreement is unchanged from the original intent to provide funding for the Rojas-Pierce park project, and provides for equivalent exactions from the Developer. Only the mechanics and the cash flows have changed.

**FISCAL IMPACT:**

The revised lot layout (reducing count from 86 to 85) will result in one less lot paying Development Impact Fees as the subdivision is built out. This will result in a loss of income to the City of \$8,778.47.

**RECOMMENDATION:**

Staff recommends that the City Council discuss the proposed ordinance, take comment from the public, conduct the first reading of Ordinance No. 19-01 and set the public hearing for the March 12<sup>th</sup> 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 AMENDMENT 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. 19-01**

**WHEREAS**, on August 28, 2018 the City Council of the City of Mendota (“City”) adopted Ordinance No. 18-04, approving a development agreement (“Development Agreement”) by and between the City and KSA Homes, Inc. (“Developer”) (collectively, “Parties”);

**WHEREAS**, an Addendum to the Development Agreement was adopted on October 23, 2018; and

**WHEREAS**, after approval of the Development Agreement, Developer requested certain changes to the parcel map resulting in the development property being subdivided into 85 lots, rather than the original 86 lots;

**WHEREAS**, City and Developer have agreed to alter certain rights and responsibilities under the Development Agreement and to various clarifying and conforming changes;

**WHEREAS**, to accommodate Developer’s requested changes to the parcel map and the Parties’ other desired modifications, the Parties have agreed to amend the Development Agreement;

**WHEREAS**, staff has prepared a revised Development Agreement modifying the Development Agreement in accordance with the Parties’ intentions, which is attached hereto as Exhibit “A” and incorporated herein by this reference (“Amendment to Development Agreement”);

***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 Amendment to 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 the “Development Agreement Regulations.”

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

1. The Amendment to 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 Amendment to 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 Amendment to Development Agreement is in conformity with public convenience, general welfare, and good land use practice;
4. The Amendment to Development Agreement will not be detrimental to the public health, safety, and general welfare;
5. The Amendment to 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.** Pursuant to 14 C.C.R. § 15162, when a negative declaration has been adopted for a project, no subsequent analysis need be performed upon a subsequent approval unless substantial evidence shows that changed conditions could potentially cause new significant environmental effects. In accordance with § 15162, the City hereby finds:

1. No substantial changes are proposed in the project which will require major revisions of the previous negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
2. No substantial changes have occurred with respect to the circumstances under which the project will be undertaken which will require major revisions of the negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
3. No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the negative declaration was adopted, shows any of the following: (A) the project will have one or more significant effects not discussed in the previous negative declaration; (B) significant effects previously examined will be substantially more severe than shown in the previous negative declaration; (C) mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or (D) mitigation measures or alternatives which are considerably different from those analyzed in the previous negative declaration would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

**SECTION 6.** The City Council hereby approves the Amendment to 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 7.** 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 Amendment to Development Agreement on behalf of the City of Mendota.

**SECTION 8.** 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 Amendment to Development Agreement pursuant to the terms of the Amendment to Development Agreement.

**SECTION 9.** This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

\* \* \* \* \*

The foregoing ordinance was introduced on the 26<sup>th</sup> day of February, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 12<sup>th</sup> day of March, 2019 by the following vote:

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

\_\_\_\_\_  
Robert Silva, Mayor

ATTEST:

\_\_\_\_\_  
Matt Flood, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
John Kinsey, City Attorney

**Exhibit A**  
(Revised Development Agreement)

**FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF MENDOTA AND  
KSA HOMES, INC.**

This First Amendment is entered into by and between the City of Mendota, a California municipal corporation, and KSA Homes, Inc., a California corporation, (collectively, "Parties") as of \_\_\_\_\_ ("Effective Date").

**RECITALS**

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

**WHEREAS**, an Addendum to the Development Agreement was adopted on October 23, 2018, attached hereto as Exhibit "B" and incorporated herein by this reference; and

**WHEREAS**, after approval of the Development Agreement, Developer requested certain changes to the parcel map resulting in the development property being subdivided into 85 lots, rather than the original 86 lots;

**WHEREAS**, City and Developer have agreed to alter certain rights and responsibilities under the Development Agreement and to various clarifying and conforming changes;

**WHEREAS**, to accommodate Developer's requested changes to the parcel map and the Parties' other desired modifications, the Parties have agreed to execute an amendment to the Development Agreement ("Amendment");

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing, and in consideration of the mutual promises and agreements as hereafter set forth, the Parties hereto agree and compromise as follows:

**A. Amendments to the Development Agreement**

The Parties agree that the Development Agreement shall be amended as follows:

**1. Recitals**

Recitals, Section D ("Development Approvals"), Subsection 5 is hereby amended to read as follows:

5. Tentative Subdivision Map No. 2018-01, proposing creation of 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**). The Tentative Subdivision Map proposed creation of 86 single-family lots. In the process of finalizing lot configurations, Developer has

revised the lot arrangement to include 85 lots. The City Engineer has determined the Final Map to be in substantial conformance with the Tentative Map.

## 2. Article 1

Article 1, Section 101 is hereby amended to read as follows:

**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 applicable to the Subject Property are set forth in **Exhibit E** (Storm Drain) and **Exhibit F** (Traffic Signal). The parties intend that these shall be the only off-site improvements applicable to the development of the Subject Property during the period this Agreement is in effect. As set forth in **Exhibit E** and **Exhibit F**, Developer shall be eligible for reimbursement of the subject off-site improvements. Reimbursement, 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.

Additionally, in lieu of the Development Impact Fees that would otherwise be assessed to the development, which are set forth in **Exhibit G**, Developer shall remit to City a lump sum payment in the amount of \$884,050.60 (“In Lieu Payment”) on or before May 1, 2019. The In Lieu Payment shall be deposited in the City’s General Fund and shall be used to fund various park improvement projects as determined by the City.

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 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.

Article 1, Section 105.1, subdivision (a) is hereby amended to read as follows:

- 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) and **Exhibit F** (Traffic Signal), 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

Article 1, Section 105.6 is hereby amended to read as follows:

**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 Act 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 adopted by the City for the 2019-20 fiscal year as part of the formation of the LLD, which amount shall be calculated as the total estimated lighting operation and landscape maintenance cost for the fiscal year, plus a ten-percent reserve, spread equally across the 81 units of Tract No. 6218. This assessment 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.

### 3. Article 2

Article 2, Section 201.1.1 is hereby amended to read as follows:

**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 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 G**. The City reserves the right to reject any incomplete or non-conforming submittals.

Article 2, Section 201.1.1 is hereby amended to read as follows:

**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** and **Exhibit F**), 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.

Article 2, Section 202.1.2 is hereby amended to read as follows:

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

Article 2, Section 202.1.2 is hereby amended to read as follows:

**202.1.3 Financing of Off-Site Improvements.** Developer is responsible for financing the construction of the Off-Site Improvements described in **Exhibit E** and **Exhibit F**. Reimbursement of these costs will be made in accordance with Paragraph 101 of this Agreement and **Exhibit E** and **Exhibit F**.

Article 2, Section 202.2 is hereby amended to read as follows:

**202.2 Public Works Development Standards; Specifications.** In completing the construction of the On-Site and Off-Site Improvements described in **Exhibit E** and **Exhibit F**, Developer shall comply with (a) the condition 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 specifications 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.

Article 2, Section 202.4 is hereby amended to read as follows:

**202.4 Prevailing Wages.** As the Off-Site Improvements identified in **Exhibit E** and **Exhibit F** 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 Section 1720 et seq. and in implementing regulations of the Department of Industrial Relations and comply with the other applicable provisions of Labor Code Section 1720 et seq. and implementing regulations of the Department of Industrial Relations. Developer shall or shall cause its contractor 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 Section 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.

Article 2, Section 204 is hereby amended to read as follows:

**204. Reimbursement for Off-Site Improvements.** Except as provided in this Agreement, Developer shall not be entitled to any 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.

**4. Article 7**

Article 7, Section 703 is hereby amended to read as follows:

**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-three (23) pages and Exhibits A through G, 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:** Development Impact and Processing Fees

Exhibits A through G 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.

**5. Exhibit E**

Exhibit E is hereby amended to read as follows:

**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 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 retention basin at the WWTP, in a location specified by the City and to the capacity required by the City Standards. This work will also require coordination with PG&E for relocation and elevation of existing power poles which run along the northerly side of the proposed retention basin.

The Applicant will be eligible for reimbursement from the City for labor and materials costs associated with completed and accepted work. Reimbursement will be made in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for labor and materials which have been accepted by the City.

## **6. Exhibit F**

Exhibit F is hereby amended to read as follows:

### **EXHIBIT "F"**

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.

The City will reimburse the Applicant for the actual documented cost of each part completed and accepted. Ninety-five (95) percent of this amount will be reimbursed in progress payments, to be made not more often than monthly, based on invoices submitted by the Applicant for labor and materials which have been completed in the prior month, with the final five (5) percent due and payable thirty (30) days after each part of the traffic signal work is accepted as complete by the City.

**7. Exhibit G**

Exhibit G is hereby amended to read as follows:

**EXHIBIT "G"**

**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 normally assessed per unit, per acre or per the unit specified in the fee schedule. In lieu of paying these fees, Developer shall remit to City a lump sum payment in the amount of \$884,050.60 on or before May 1, 2019, consisting of the total amount of fees listed below (\$834,050.60) plus a Rojas Park impact fee (\$50,000).

Fee	Unit Type	Units	Fee per Unit	Subtotal
City Management and General Services	EDU	85	\$218.81	\$18,598.85
Law Enforcement	EDU	85	\$591.49	\$50,276.65
Fire Protection	EDU	85	\$714.10	\$60,698.50
Storm Drainage	AC	17.00	\$5,169.45	\$87,880.65
Water Supply & Treatment	EDU	85	\$2,350.30	\$199,775.50
Wastewater & Treatment	EDU	85	\$1,947.56	\$165,542.60
Traffic Impact	EDU	85	\$690.05	\$58,654.25
Recreational Facilities	EDU	85	\$1,364.51	\$115,983.35
Water Connection Charges	Connection		\$420.77	\$35,765.45
Sewer Connection Charges	Connection		\$480.88	\$40,874.80
<b>Total</b>				<b>\$834,050.60</b>

**8. Exhibit H**

Exhibit H is deleted in its entirety.

**9. Exhibit I**

Exhibit I is deleted in its entirety.

**B. Ratification & Conflict**

Except as expressly amended by this Amendment, the terms and conditions of the Development Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect. In the event of any conflict or inconsistency between the terms of the

Development Agreement and the terms of this Amendment, the terms of this Amendment shall govern and control.

**WHEREFORE**, the undersigned declare that they have read this document and understand its terms and freely enter into this Agreement.

CITY OF MENDOTA

KSA HOMES, INC.

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

## Exhibit A



**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 14<sup>th</sup> 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 28<sup>th</sup> day of August, 2018 by the following vote:

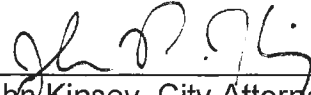
**AYES:** 4 – Mayor Pro Tem Martinez, Councilors Mendoza, Rosales, and Silva  
**NOES:** 0  
**ABSENT:** 1 – Mayor Castro  
**ABSTAIN:** 0

  
\_\_\_\_\_  
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 28<sup>th</sup> 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.

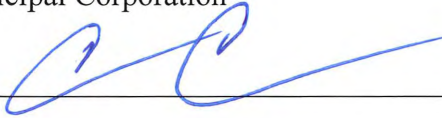
IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

**CITY:**

**DEVELOPER:**

CITY OF MENDOTA,  
a Municipal Corporation

KSA HOMES, INC.,  
a California corporation

By: 

By: 

Name: STEPHEN W. HAIR

Its: President

**ATTEST:**

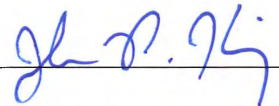
MATT FLOOD  
City Clerk

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**

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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

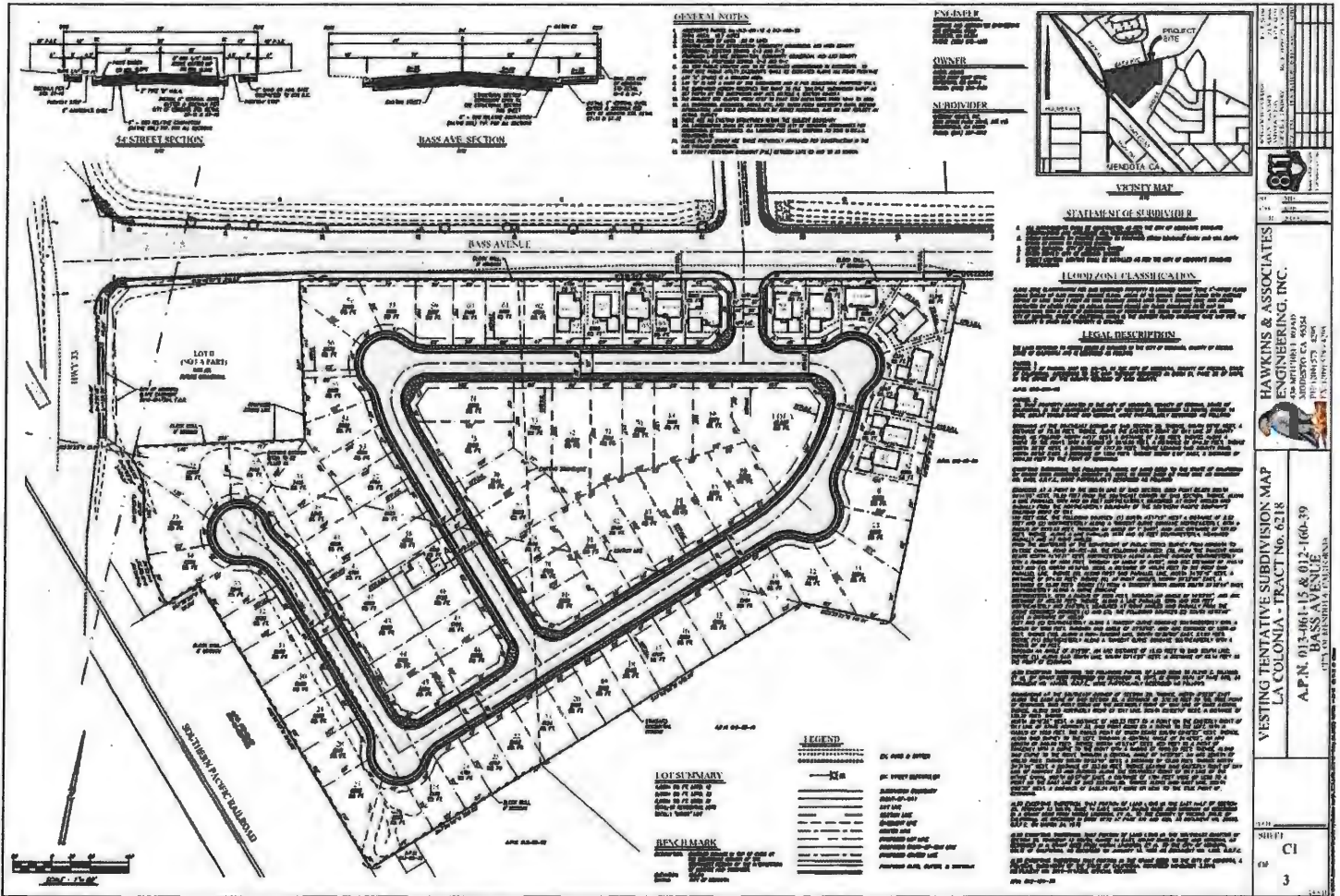
# EXHIBIT "B"



**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.

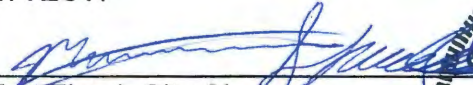
\* \* \* \* \*

The foregoing ordinance was introduced on the 14<sup>th</sup> 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 28<sup>th</sup> day of August, 2018 by the following vote:

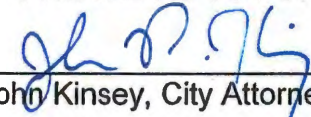
**AYES:** 4 – Mayor Pro Tem Martinez, Councilors Mendoza, Rosales, and Silva  
**NOES:** 0  
**ABSENT:** 1 – Mayor Castro  
**ABSTAIN:** 0

  
\_\_\_\_\_  
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
<b>Total</b>				<b>\$842,829.07</b>

## 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 24 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 achievedrainage.
    - 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-fieldline.

- 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.



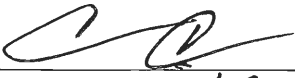
B. The Development Agreement, as modified by this Addendum, shall remain in full force and effect in all other respects.

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

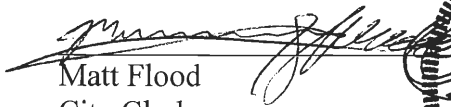
  
Name: Cristian Gonzalez  
Its: Interim City Manager

**DEVELOPER:**

KSA HOMES, INC.,  
a California corporation

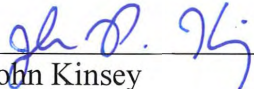
  
Name: Stephen W. Hain  
Its: Pres

**ATTEST:**

  
Matt Flood  
City Clerk



**APPROVED AS TO FORM:**

  
John Kinsey  
City Attorney

Date: 10/29/2018

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## **ADMINISTRATIVE SERVICES DEPARTMENT REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** MONTHLY REPORT (JANUARY 2019)  
**DATE:** FEBRUARY 26, 2019

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### **HUMAN RESOURCES**

- **Current Recruitment**
  - One Part Time General Maintenance Worker (Temp.)- *Applications are being accepted through March 1, 2019*
- **New Hire**
  - One Part Time General Maintenance Worker (Temp.)- Start date is pending background and medical release

### **RISK MANAGEMENT**

- **Claims**
  - There were no new claims against the city in the month January.
- **Worker's Compensation Claims**
  - There were no worker's compensation claims in the month of January.
- **Public Works/ Public Utilities Safety Training**
  1. Power Tool Safety
  2. Preventing Slips, Trips, and Falls

### **SENIOR CENTER**

- For the month of January, there was an average of 7 attendees daily at the senior center.

## **SPECIAL PROJECTS**

- Assisted the Finance Department with the submission of CalPERS payments, payroll transfers and mail
- Worked on survey of other cities to explore health insurance options
- Completed and submitted CARMA Renewal FY19/20 for RMA
- Completed 2018 Blue Shield Medical Ratio Employer Group Survey