



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
May 14, 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

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

SWEARING IN

1. City Clerk Cabrera-Garcia to swear in Sergeant Ramiro Rodriguez, Officer Beatrice Pereda, and Officer Gerardo Vaca.

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 April 23, 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. APRIL 22, 2019 THROUGH MAY 08, 2019
WARRANT LIST CHECKS NO. 45252 THRU 45334
TOTAL FOR COUNCIL APPROVAL = \$346,895.89
- 2. Proposed adoption of **Resolution No. 19-30**, approving the application for statewide Development and Community Revitalization Program grant funds for the Mendota Pool Park.
- 3. Proposed adoption of **Resolution No. 19-31**, approving the application for statewide Development and Community Revitalization Program grant funds for the Mendota Community Center.
- 4. Proposed adoption of **Resolution No. 19-32**, accepting the engineer’s report in support of the formation of an assessment district for the La Colonia subdivision, declaring its intention to form an assessment district, and scheduling a public hearing for consideration of same.
- 5. Proposed adoption of **Resolution No. 19-33**, conditionally approving an exclusive use permit for the Mendota Community Corporation to hold the 2019 Mendota Fireworks Show.
- 6. Proposed ratification of a letter of authorization for the CalRecycle Household Hazardous Waste Grant Program, 33rd Cycle (HD33).

BUSINESS

- 1. Council discussion and consideration of **Resolution No. 19-29**, approving a licensing agreement with Gonzalez Hall & Promotions, Inc. and authorizing the City Manager to execute same.
 - 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 considers Resolution No. 19-29 for adoption*

2. Council discussion and consideration of **Resolution No. 19-34**, approving the reinstatement of the Finance Officer position.
 - 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 consider Resolution No.19-34 for adoption*

3. Introduction and first reading of **Ordinance No. 19-05**, amending the Mendota Municipal Code to regulate sidewalk vendors in accordance with SB 946.
 - 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. 19-05, and sets the public hearing for the May 28th City Council Meeting*

PUBLIC HEARING

1. Public hearing and second reading of **Ordinance No. 19-04**, approving a second 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 the public hearing, accepting comments from the public*
 - d. *Mayor closes the public hearing*
 - e. *Council provide any input, waive second reading, and adopt Ordinance No. 19-04*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

2. City Attorney
 - a) Update

3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

 2. Mayor
- City Council Agenda

CLOSED SESSION

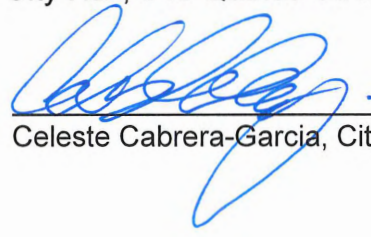
1. Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code § 54956.9(c)-1

2. Conference regarding real property negotiations pursuant to Government Code § 54956.8.
 - a) Addresses:
 - a. 195 Smoot Street, Mendota, CA 93640
 - b. 415 Sorensen Avenue, Mendota, CA 93640
 - c. 437 Sorensen Avenue, Mendota, CA 93640
 - b) Negotiator: Cristian Gonzalez
 - c) Negotiating Party: Mendota Unified School District
 - d) Under Negotiation: Terms of payment

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of May 14, 2019, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, May 10, 2019 at 4:55 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

April 23, 2019

Meeting called to order by Mayor Silva at 6:01 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 Councilor Mendoza

FINALIZE THE AGENDA

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

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

PRESENTATION

1. City Manager Gonzalez to introduce City Clerk Celeste Cabrera-Garcia.

City Manager Gonzalez introduced newly appointed City Clerk Cabrera-Garcia.

The Council congratulated Mrs. Cabrera-Garcia and wished her well.

Mrs. Cabrera-Garcia thanked the staff and Council for their support.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Elisa Rivera - stated that she was at the meeting on behalf of State Senator Anna Caballero; and that her office could assist the City with its endeavors.

Discussion was held on how the office could support the City; the locations of the field offices; and a community event that Ms. Rivera would be attending.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the special City Council meeting of April 2, 2019 and the regular City Council meeting of April 9, 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. APRIL 9, 2019 THROUGH APRIL 18, 2019
WARRANT LIST CHECKS NO. 45197 THRU 45251
TOTAL FOR COUNCIL APPROVAL = \$304,438.49
2. Proposed adoption of **Resolution No. 19-24**, approving the Used Mattress Collection Services Agreement with the Mattress Recycling Council California, LLC.
3. Proposed adoption of **Resolution No. 19-25**, accepting the Lozano Lift Station Modification project and authorizing the filing of the Notice of Completion.
4. Proposed adoption of **Resolution No. 19-26**, setting the schedule for two Special City Council meetings to consider the budget for Fiscal Year 2019-2020.
5. Proposed adoption of **Resolution No. 19-27**, adopting a list of street projects for Fiscal Year 2019-2020 funded by SB1: the Road Repair and Accountability Act of 2017.
6. Proposed adoption of **Resolution No. 19-28**, authorizing execution of an agreement with the City of Firebaugh for dispatching services.

A request was made to pull item 6 for discussion.

A motion was made by Mayor Pro Tem Castro to adopt items 1 through 5 of the Consent Calendar, seconded by Councilor Rosales; unanimously approved (4 ayes,

absent: Martinez).

6. Proposed adoption of **Resolution No. 19-28**, authorizing execution of an agreement with the City of Firebaugh for dispatching services.

Discussion was held on the proposed contract's provisions, including the annual fee increases; the fees that the City will pay; whether it is feasible for the City to establish its own dispatch center; and other options that are available for dispatch services.

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

BUSINESS

1. Council discussion and consideration of **Resolution No. 19-29**, approving a licensing agreement with Gonzalez Hall & Promotions, Inc. and authorizing the City Manager to execute same.

Mayor Silva introduced the item and City Manager Gonzalez summarized the report including that the City issued a Request for Proposals for the lease of City-owned property on Naples Street; the proposal that was received from Gonzalez Hall and Promotions, Inc.; and the terms of the lease.

Discussion was held on the terms of the proposal, including the monthly fees, the length of the agreement the provisions for termination; and the possibility of including an escalator for the monthly fees.

Council consensus was reached to direct the City Manager to continue negotiations with Gonzalez Hall and Promotions, Inc.

2. Council discussion on the upcoming site visit to the Axiom facility.

Mayor Silva introduced the item and City Manager Gonzalez reported on the upcoming site visit to the Axiom facility; and requested that two City Council members also attend.

Discussion was held on the dates of the site visit; and what would be included in the the site visit.

3. Council discussion on the proposed ordinance establishing regulations for sidewalk vendors in accordance with SB 946.

Mayor Silva introduced the item and City Manager Gonzalez deferred to City Attorney Kinsey who summarized the report including that the proposed ordinance was prepared in response to SB 946; the provisions of the ordinance; and ensuring that the vendor fees are appropriate to cover code enforcement costs.

Discussion was held on the provisions included within the ordinance.

Andres Godoy - stated that he has lived in Mendota for over 30 years; inquired as to whether he can sell food; inquired as to whether the City can utilize the airport for events; and inquired on the possibility of beautifying the entrances of Mendota.

Discussion was held on the regulations surrounding the usage of the airport; ongoing efforts to beautify and improve the parks; beautifying the entrance of the community; supporting the community's youth; the possibility of developing a truck stop near the City; and regulations surrounding cottage food vendors.

Council consensus was reached to direct staff to bring forth the ordinance for formal consideration at a future meeting.

4. Council discussion and consideration of the proposed modifications of the curb "bulb-outs" on the west side of the Black Avenue and Sorensen Avenue intersection.

Mayor Silva introduced the item and Assistant City Engineer Osborn summarized the report including the proposed improvements to the curb bulb-outs on Black Street; the funding that was received to reconstruct Black Street and 5th Street; and the proposed improvements being the most cost-effective option.

Discussion was held on the specifications of the proposed modifications.

5. Introduction and first reading of **Ordinance No. 19-04**, approving a second 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 the report including the background of the adoption of the development agreement; the development agreement requiring that the developer construct a signal at the intersection; the proposed ordinance requiring that the developer provides the specifications for a roundabout, but that the City will be managing the project.

Discussion was held on the development of the commercial lot on the La Colonia property; the need for a pharmacy and a bank; and the constant usage of the ATM kiosk at the Food Center property.

A motion was made by Mayor Pro Tem Castro to conduct the first reading of Ordinance No. 19-04 and set the public hearing for May 14th, seconded by Councilor Rosales; unanimously approved (4 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

Director of Administrative Services Lekumberry summarized her report including recruitment efforts; a worker's compensation claim; a dog bite hearing; the average number of Senior Center attendees; and special projects.

2. City Attorney
 - a) Update

Nothing to report.

3. City Manager

City Manager Gonzalez reported on the adoption of the Conditional Use Permit for the AMOR project at a recent Special Planning Commission meeting.

Discussion was held on the Earth Day event, including the various sponsors and volunteers that helped make the event a success; and sending thank you letters to the sponsors.

Jonathan Leiva - commented on the success of the event; promoting the event in the future; promoting litter clean-up and cleanliness year-round; and the need to ensure that businesses maintain their properties clean.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Mendoza commented on the Earth Day event.

Councilor Rosales thanked the staff and Council for their work; thanked the public for attending; and requested the status of the Rojas-Pierce Park Improvement project.

Mayor Pro Tem provided an update on the new building for his business; and reported on an upcoming graduation ceremony at the junior high for adults who were in a literacy program.

2. Mayor

Mayor Silva reported on a Caltrans meeting that he attended.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL INITIATION OF LITIGATION pursuant to subdivision (c) of Government Code Section 54956.9 (1 potential matter).

At 7:19 p.m. the Council moved into closed session.

At 7:41 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regards to item 1 of the closed session, there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:41 p.m. by Mayor Pro Tem Castro, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
 CASH DISBURSEMENTS
 4/22/2019 - 5/8/2019
 Check# 45252 - 45334

Date	Check #	Amount	Vendor	Department	Description
April 22, 2019	45252	\$632.05	IDESIGN	GENERAL-REFUSE	EARTH DAY & LITTER CLEAN-UP (95) SHIRTS
April 23, 2019	45253	\$54.13	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 5/3/19 - 6/2/19 FOR COMMUNITY CENTER
April 23, 2019	45254	\$21,245.61	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR MAY 2019
April 23, 2019	45255	\$383.86	GUTHRIE PETROLEUM INC	WATER-SEWER	(28 GAL) UNLEADED GASOLINE, (1.64 GAL) UNLEADED GASOLINE, (12.27 GAL) UNLEADED GASOLINE (PD), (1) FILLRITE 12V TRANSFER PUMP
April 23, 2019	45256	\$13,249.74	PG&E	GENERAL-WATER-SEWER	WATER DEPARTMENT UTILITIES 3/15/19 - 4/15/19
April 23, 2019	45257	\$1,983.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 4/2 & 4/10
April 26, 2019	45258	\$5,000.00	ADMINISTRATIVE SOLUTIONS INC	GENERAL	MEDICAL CHECK RUN 4/23/19
April 26, 2019	45259	\$1,541.83	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR MAY 2019
April 30, 2019	45260	\$645.52	CORBIN WILLITS SYS INC	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICES FEES FOR MOMS SYSTEM MAY 2019
April 30, 2019	45261	\$337.19	CROWN SERVICES CO.	GENERAL-SEWER	(5) TOILET 1XWK PD, WWTP, BASS AVE, & HWY 33
April 30, 2019	45262	\$220.97	DEPT OF CONSERVATION - DIVISION OF ADMINISTRATIVE SERVICES ACCT	GENERAL	STRONG MOTION INSTRUMENTAL & SEISMIC HAZARD FEE 1/1/19 - 3/31/19
April 30, 2019	45263	\$100.00	KERWEST NEWSPAPER	GENERAL	(5) SUMMARY OF ORDINANCE NO 19-02 ZONING AMENDMENT
April 30, 2019	45264	\$78.00	LOU'S GLOVES INC	WATER-SEWER	(10) NITRILE EXAM GRADE, POWDER FREE, BLACK LARGE GLOVES
April 30, 2019	45265	\$3,117.00	MID VALLEY DISPOSAL INC	STREETS-REFUSE	(6) ROLL OFF BIN EXCHANGE 10 YARD & 40 YARD
April 30, 2019	45266	\$1,970.29	NORTHSTAR CHEMICAL	WATER	(450 GAL & 500 GAL) SODIUM HYPOCHLORITE - 12.5% MILL A
April 30, 2019	45267	\$26,855.61	PG&E	GENERAL-WATER-SEWER-STREETS-AVIATION	CITYWIDE UTILITY SERVICES 3/19/19 - 4/17/ 19
April 30, 2019	45268	\$326.72	UNION PACIFIC RAILROAD CO	STREETS	PUBLIC ROADWAY ENCROACHMENT FOR MAY 2019
April 30, 2019	45269	\$300.88	STATE OF CALIFORNIA	STREETS	SIGNAL & LIGHTING BILLING JANUARY 2019 THRU MARCH 2019
April 30, 2019	45270	\$96.94	UNIFIRST CORP	GENERAL-WATER-SEWER	JANITORIAL SRVICES (6) RUGS, (2) WET& DRY MOP, (100) TERRYCLOTHS
April 30, 2019	45271	\$45.00	VILLAMAR MOTORS & TRANS	GENERAL	VEH#M93 - OIL & FILTER CHANGE (PD)
April 30, 2019	45272	\$97,557.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 4/1/19 - 4/14/19
May 1, 2019	45273	\$10,000.00	ADMINISTRATIVE SOLUTIONS INC	GENERAL	MEDICAL CHECK RUN 4/30/19
May 8, 2019	45274	\$245.50	A&J AUTOBODY	WATER-SEWER	FORD F-250 FRONT LAMPS REPAIR
May 8, 2019	45275	\$38.87	ACE TROPHY SHOP	WATER-SEWER	(3) NAME PLATE - CITY CLERK, FINANCE DIRECTOR, ASSISTANT CITY MANAGER
May 8, 2019	45276	\$288.93	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 5/13/19 - 6/12/19 FOR CITYHALL, EDD, &DMV
May 8, 2019	45277	\$91.60	AGRI VALLEY IRRIGATION INC	WATER	(2) COUPLING (3) PIPE PVC

CITY OF MENDOTA
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May 8, 2019	45278	\$28.95	AIRGAS USA LLC	WATER	RENT CYL IND SMALL 20LB CARBON DIOXIDE FOR APRIL 2019
May 8, 2019	45279	\$2,480.62	ALERT-O-LITE		5X6 CLR PLASTIC BIRD SPIKE FOR PARKS, (1) 30W MOTOR OIL QT & REPAIR FOR GENERATOR, 37" TOOL BOX, STEAM CLEANER REPAIRS
May 8, 2019	45280	\$872.45	ALEX AUTO DIAGNOSTICS	GENERAL	2012 FORD F-250 REPLACE FLY WHEEL PLATE
May 8, 2019	45281	\$4,245.56	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR JUNE 2019
May 8, 2019	45282	\$308.16	AMERIPRIDE SERVICES INC	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM WEEK 4/4/19, 4/11/19, 4/18/19, & 4/25/19
May 8, 2019	45283	\$1,124.42	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT FOR COPIER FOR CITYHALL & POLICE DEPARTMENT
May 8, 2019	45284	\$1,199.61	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 3/25/19 - 4/24/19
May 8, 2019	45285	\$606.90	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES
May 8, 2019	45286	\$59.35	AUTOZONE INC	GENERAL	POLICE DEPARTMENT VEHICLE MAINTENANCE PARTS - (1) BULB & WIPER
May 8, 2019	45287	\$75,669.00	BB LIMITED	WATER	LEASE PAYMENT 2ND INSTALLMENT FY 18/19 DUE JUNE 1, 2019
May 8, 2019	45288	\$1,336.90	BSK ASSOCIATES	WATER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION, FILTER WATER PLANT PROFILE EDT, MONTHLY WASTEWATER WW MONTHLY (WEEK 1)(WEEK 2-5)
May 8, 2019	45289	\$158.65	BSN SPORTS INC	GENERAL	BASEBALL DIAMOND (9) ANCHOR PLUG (2) SETS ANCHOR MATS
May 8, 2019	45290	\$36.46	CELESTE CABRERA-GARCIA	GENERAL	EXPENSE REIMBURSEMENT FOR EARTH DAY
May 8, 2019	45291	\$464.32	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR APRIL 2019
May 8, 2019	45292	\$1,282.50	COLLINS & SCHOETTLER PLANNING	GENERAL	PASSTHRU - 1/28/19 - 4/13/19 AMOR & O'REILLY PLANNING CONSULTING SERVICES
May 8, 2019	45293	\$161.40	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REALQUEST SERVICES FOR APRIL 2019
May 8, 2019	45294	\$626.26	CROWN SHORTLAND CONCRETE	STREETS	CONCRETE DELIVERY CITY RIGHT-OF-WAY (4) YD CONCRETE (211 SMOOT)
May 8, 2019	45295	\$840.00	D&D DISPOSAL INC	GENERAL	ANIMAL DISPOSAL FOR APRIL 2019
May 8, 2019	45296	\$270.26	DATAMATIC INC	WATER	MONTHLY SOFTWARE LICENSE & SERVIES FEE FOR JUNE 2019
May 8, 2019	45297	\$628.49	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	(12,000 CT) LEFT SIDE ENVELOPES #10
May 8, 2019	45298	\$26.00	EMPLOYEE RELATIONS	WATER-SEWER	PRE-EMPLOYMENT BACKGROUND CHECK- PART-TIME GENERAL MAINTENANCE
May 8, 2019	45299	\$434.00	FRESNO MOBILE RADIO INC	GENERAL	(31) POLICE DEPARTMENT RADIOS FOR APRIL 2019
May 8, 2019	45300	\$206.67	FUTURE FORD OF CLOVIS	GENERAL	VEH#83 - (2) MOULDING (PD)
May 8, 2019	45301	\$3,617.93	GIERLICH-MITCHELL INC	SEWER	(2) MECHANICAL SEAL (2) O-RING (WWTP)
May 8, 2019	45302	\$984.00	GONZALEZ TRANSPORT INC	STREETS	24 TONS OF BASEROCK DELIVERY TO POOL PARK, (3) FREIGHT FOR BASEROCK FROM VULCAN TO MENDOTA

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May 8, 2019	45303	\$162.87	GRANITE CONSTRUCTION	STREETS	(12.03 TON) AGGREGATE BASEROCK
May 8, 2019	45304	\$3,000.00	GRANTED SOLUTIONS	GENERAL-WATER-SEWER	FEBRUARY 2019 - GRANT WRITING SERVICES
May 8, 2019	45305	\$456.03	GUTHRIE PETROLEUM INC	GENERAL	POLICE DEPARTMENT GASOLINE USAGE (126.6 GALLON)
May 8, 2019	45306	\$15,533.12	HAYDON CONSTRUCTION INC	SEWER	LOZANO LIFT STATION IMPROVEMENTS - RETENTION PAYMENTS
May 8, 2019	45307	\$7,690.09	HEDRICK'S COLLISION CENTER INC	GENERAL	REIMBURSEABLE THROUGH RMA - VEH#92 - COLLISION REPAIR, REMOVE, REPLACE, INSTALL, & PAINT (PD)
May 8, 2019	45308	\$52.01	ID CARDS	GENERAL	(3) ID CARDS FOR STAFF (PD)
May 8, 2019	45309	\$300.00	LEXIS NEXIS	GENERAL-WATER-SEWER	SUBSCRIPTION SERVICES FOR APRIL 2019
May 8, 2019	45310	\$3,725.91	MADERA PUMPS	WATER	(1) FULL PUMP & EVALUATE EQUIPMENT, VIDEO WELL, LABOR, & (16) STAINLESS STEEL BOLTS
May 8, 2019	45311	\$194.85	MADERA POWDER	GENERAL	(1) POWDER COAT SPRINKLER CAGE FOR TREES ON SORENSEN
May 8, 2019	45312	\$3,950.60	MCCROMETER	WATER	(1) 12" METER HEAD, 4-20MA TRI6W/MTR (WTP)
May 8, 2019	45313	\$148.20	MENDOTA SMOG & REPAIR	GENERAL	(2) OIL CHANGE FOR (PD), (1) OIL AND FILTER CHANGE (PD)
May 8, 2019	45314	\$2,268.63	METRO UNIFORM	GENERAL	POLICE OFFICERS UNIFORMS - I.C.E. MENS POLO, RAZOR ARMOR EXPRESS, (1) LONG SLEEVE SHIRT, (1) SHORT SLEEVE SHIRT, (1) PANTS, (8) SHOULDER
May 8, 2019	45315	\$137.49	OFFICE DEPOT	WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
May 8, 2019	45316	\$277.25	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICES 4/26/19 - 5/25/19 559-266-6456
May 8, 2019	45317	\$975.00	PROVOST & PRITCHARD	GENERAL-STREETS	PROFESSIONAL SERVICES - LOZANO STREET & DERRICK AVE RESTRIPING
May 8, 2019	45318	\$629.21	PURL'S SHEETMETAL & AIR	GENERAL-WATER-SEWER	REPAIR A/C UNIT - (1) REPLACE CONDENSER FAN MOTOR FOR CITY HALL
May 8, 2019	45319	\$614.87	QUINN COMPANY	SEWER-STREETS	(1) GRADER - BRAKE POD PARTS & REPAIR
May 8, 2019	45320	\$1,834.29	R&B COMPANY	WATER	(1) BADGER TURBO METER GAL 3" CONNECTOR, (1) MOUNTING KITS ABOVE GROUND INSTALL
May 8, 2019	45321	\$195.17	RAMON'S TIRE	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT TIRE REPAIR & FARM TUBE FIRESTONE
May 8, 2019	45322	\$125.00	RIGHT NOW PHLEBOTOMY	GENERAL	(1) BLOOD DRAW PD CASE# 19-3439
May 8, 2019	45323	\$339.84	ERNEST PACKING SOLUTIONS	REFUSE	LITTER CLEAN-UP EVENT (20) BLACK GLOVES (5) CAN LINER (CAL-RECYCLE GRANT)
May 8, 2019	45324	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES 4/21/19 - 5/20/19
May 8, 2019	45325	\$26.45	SIGNMAX	GENERAL	(1) 16X6 ALUMINUM WHITE/BLUE RESTROOM SIGNS FOR PARKS
May 8, 2019	45326	\$6,031.49	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENTS SUPPLIES FOR APRIL 2019
May 8, 2019	45327	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT POLICE DEPARTMENT COPIER

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 Check# 45252 - 45334

May 8, 2019	45328	\$540.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	GENERAL PEST CONTROL SERVICES FOR ALL CITY BUILDINGS AND GROUNDS
May 8, 2019	45329	\$150.00	TRANSUNION RISK & ALTERNATIVE DATA	GENERAL	TRANSUNION RISK & ALTERNATIVE BACKGROUND SEARCH APRIL, MAY, AND JUNE 2019 (PD)
May 8, 2019	45330	\$891.35	USA BLUEBOOK	WATER	(1) ZENNER FH225 HYDRANT METER - METER REPLACEMENT
May 8, 2019	45331	\$2,723.64	VALLEY FARM SUPPLY STORES INC	GENERAL	REIMBURSEABLE - EARTH DAY - (3) 8" HOE, (5) 54" HULA - HO (5) SHOVEL CLOSED BACK & LITTER CLEAN-UP (15) SWEEPER & RAKE BOW, (1)BLOWER
May 8, 2019	45332	\$9,488.70	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-WATER-SEWER	LEGAL SERVICES RE: GENERAL LEGAL SERVICES 4/15/19. LEGAL SERVICES RE: SPECIAL LEGAL SERVICES 4/15/19
May 8, 2019	45333	\$63.00	WECO	GENERAL-WATER-SEWER	RENT CYL ACETYLENE #4, OXYGEN D, OXYGEN K FOR APRIL 2019
May 8, 2019	45334	\$79.95	NATALY JENNIFER CRUZ	WATER	MQ CUSTOMER REFUND FOR CRU0037
		\$346,895.89			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: RESOLUTION 19-30 APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS
DATE: MAY 14, 2019

ISSUE

Should the City Council approve the Resolution No. 19-30 – approving the application for Statewide Park Development and Community Revitalization Program Grant Funds?

BACKGROUND

The City of Mendota intends to submit an application for the Mendota Pool Park to California Department of Parks Recreation – Office of Grants and Local Services as part of Proposition 68 Park Funds.

ANALYSIS

The California Department of Parks Recreation – Office of Grants and Local Services will review applications for the Statewide Park Development and Community Revitalization Program Grant Funds. Projects granted funding will be based on completed applications. In order to submit an application, an entity must submit an approved resolution that authorizes a representative of the entity to submit an application.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution No. 19-30 approving the application for Statewide Park Development and Community Revitalization Program Grant Funds.

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

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MENDOTA APPROVING
THE APPLICATION FOR STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

RESOLUTION NO. 19-30

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

Approves the filing of an application for the Mendota Pool Park; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in the application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager and Finance Officer to conduct all negotiations, sign and amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code § 80001 (b)(8 A-G).

Approved and adopted the 14th day of May, 2019

I, the undersigned, hereby certify that the foregoing Resolution Number 19-30 was duly adopted by the City Council of the City of Mendota following a roll call vote:

Ayes:
Noes:
Absent:

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: RESOLUTION 19-31 APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIATION PROGRAM GRANT FUNDS
DATE: MAY 14, 2019

ISSUE

Should the City Council approve the Resolution No. 19-31 – approving the application for Statewide Park Development and Community Revitalization Program Grant Funds?

BACKGROUND

The City of Mendota intends to submit an application for a Mendota Community Center to California Department of Parks Recreation – Office of Grants and Local Services as part of Proposition 68 Park Funds.

ANALYSIS

The California Department of Parks Recreation – Office of Grants and Local Services will review applications for the Statewide Park Development and Community Revitalization Program Grant Funds. Projects granted funding will be based on completed applications. In order to submit an application, an entity must submit an approved resolution that authorizes a representative of the entity to submit an application.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt the Resolution No. 19-31 approving the application for Statewide Park Development and Community Revitalization Program Grant Funds.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE APPLICATION FOR STATEWIDE PARK
DEVELOPMENT AND COMMUNITY REVITALIZATION
PROGRAM GRANT FUNDS**

RESOLUTION NO. 19-31

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

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

Approves the filing of an application for the Mendota Community Center; and

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in the application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project; and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to City Manager and Finance Officer to conduct all negotiations, sign and amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code § 80001 (b)(8 A-G).

Approved and adopted the 14th day of May, 2019

I, the undersigned, hereby certify that the foregoing Resolution Number 19-30 was duly adopted by the City Council of the City of Mendota following a roll call vote:

Ayes:
Noes:
Absent:

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of May, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: APPROVAL OF ENGINEER'S REPORT AND SETTING OF PUBLIC HEARING DATE LANDSCAPE AND LIGHTING DISTRICT NO. 2019-01 FOR TRACT 6218, LA COLONIA

DATE: MAY 14, 2019

ISSUE

Should the City Council approve the Engineer's Report and set a public hearing to consider formation of a Landscape and Lighting Maintenance District (District) to fund landscape maintenance and the cost of street lighting operation, all within Tract 6218, La Colonia?

BACKGROUND

At its regular meeting of August 14, 2018, your Council approved a Development Agreement for the La Colonia subdivision, Fresno County Tract No. 6218 (La Colonia). The development agreement discusses the reasons for implementation of a District, to pay for maintenance and operation of landscaping and lighting within the tract.

As a first step toward District formation, the City entered into agreement with the City Engineer to prepare the Engineer's Report (Report) required by the Landscape and Lighting of 1972 (the Act), which will become the basis for all subsequent action. The Report has been completed and is included in the agenda packet. As prescribed in the Act, the Report describes the proposed District, including its boundaries, the properties which will be included, the facilities which will be constructed, operated, and/or maintained, the amount proposed for assessment to the benefitting properties, the method proposed for apportionment of the assessment, and the dollar amount of the assessment proposed to be levied on each property within the District.

The next step in the formation process requires the City Council to consider and adopt the Engineer's Report, and set a public hearing prior to finally approving formation of the District.

Should you approve the Engineer's Report, Staff will work with the City Engineer to prepare and send a mailed ballot to the affected property owners, stating the amount of the proposed assessments and notifying them of a public meeting, to be held at a regular meeting of the City Council. At the hearing, affected owners would have the opportunity to comment on the proposed District formation as well as the proposed assessments, and to lodge an official protest if they so choose. As a practical matter, the only affected property owner at this time is the developer, KSH Investments, as the subdivision is not yet complete and no lots have been sold.

At the conclusion of the public hearing, which we anticipate would be held in June, your Council would have authority to proceed with creation of the District and approval of the proposed assessments, so long as the total number of protests received, either in writing or at the public hearing, do not exceed 50 percent plus one of the number of affected property owners. Again, as a practical matter, no protest will be received as the Developer is bound by the terms of the Development Agreement to facilitate formation of the District and would not file a protest.

ANALYSIS

The City Manager and City Attorney have reviewed the Engineer's Report and are satisfied that it meets the requirements of the Act. Compliance with the Development Agreement requires the City to proceed with the mailed ballot election as outlined above.

FISCAL IMPACT

No negative financial impact. Successful formation of the District would result in income to the City in excess of \$20,000 per year, which would be dedicated to the costs for landscape maintenance and street light operation within the subject Tract 6218.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution accepting the Engineer's Report, declaring the City's intention to form an assessment district as set forth in the Engineer's Report pursuant to Streets and Highways Code § 22500 et seq., and authorizing staff to prepare and send out the necessary mailed ballot and notice of public hearing, and to set the date for the public hearing in accordance with the timing requirements in the Act.

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

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF MENDOTA ACCEPTING THE
ENGINEER'S REPORT IN SUPPORT OF THE
FORMATION OF AN ASSESSMENT DISTRICT
FOR THE LA COLONIA SUBDIVISION, DECLARING
ITS INTENTION TO FORM AN ASSESSMENT
DISTRICT, AND SCHEDULING A PUBLIC
HEARING FOR CONSIDERATION OF SAME**

RESOLUTION NO. 19-32

WHEREAS, the Landscape and Lighting Act of 1972, California Streets and Highways Code § 22500 *et seq.* (Act), allows agencies, including cities, to create landscape and lighting maintenance districts to assess property owners for the cost of maintaining landscaping and operating lighting systems which provide special benefit to the property owners in the District over and above the benefits received by City of Mendota (City) residents at large;

WHEREAS, to accommodate the La Colonia subdivision, the City intends to form a landscape and lighting maintenance district to fund improvements for landscape maintenance, including center median landscaping, parkway landscaping along major perimeter streets such as Bass Avenue, public easement (paseo) landscaping, and pocket park open space area landscaping, and supplemental park lighting;

WHEREAS, the proposed district would include the entire boundary of Tract 6218, also known as the La Colonia subdivision, within a single zone of benefit, and have a distinctive designation of 2019-01;

WHEREAS, to initiate the district formation process, the Act requires the City to adopt a resolution of initiation, which proposes the formation of an assessment district pursuant to the Act and requests the preparation of Engineer's Report calculating the amount of assessments to be imposed by the district;

WHEREAS, on November 13, 2018, the City Council adopted Resolution No. 18-77, which proposed the formation of an assessment district pursuant to the Act and requested the preparation of Engineer's Report calculating the amount of assessments to be imposed;

WHEREAS, the City Engineer, in consultation with the City Attorney, has prepared the requested Engineer's Report for the District, attached hereto as Exhibit "A" and incorporated herein by this reference, which contains a detailed description of the proposed improvements, the boundaries of the assessment district, and the proposed assessments upon assessable lots and parcels of land within the District; and

WHEREAS, the Act requires a public hearing by the legislative body regarding the formation of the proposed district and the levy of the proposed assessment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, State of California, as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. The City hereby accepts the Engineer's Report, attached hereto as Exhibit "A", without modification.
3. The City hereby declares its intention to form an assessment district as set forth in the Engineer's Report pursuant to Streets and Highways Code § 22500 *et seq.*
4. A public hearing shall be held on July 9, 2019 at 6:00 p.m. to consider the formation of the proposed district and the levy of the proposed assessment, as set forth in the Engineer's Report.
5. The City Clerk is hereby directed to publish notice of the public hearing in accordance with Government Code § 53753 at least ten (10) days prior to the date of the public hearing.

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on 14th day of May 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota

FINAL ENGINEER'S REPORT

Landscape and Lighting District
No. 2019—01

APRIL 2019

Prepared for:
City of Mendota

Prepared by:
Provost & Pritchard Consulting Group
286 W Cromwell Ave, Fresno 93711

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Report Prepared for:

City of Mendota

643 Quince Street
Mendota, CA 93640

Contact:

Cristian Gonzalez, City Manager

Report Prepared by:

Provost & Pritchard Consulting Group

David McGlasson, PE, PLS
Project Manager
559-449-2700
dmcglasson@ppeng.com



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1 Introduction

1.1 Overview and History

This report is prepared pursuant to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and the provisions of the California Constitution Article XIII D, which was added by Proposition 218. The Act allows agencies, including cities, to create Landscape and Lighting Maintenance Districts (Districts) to assess property owners for the cost of maintaining landscaping, and operating lighting systems which provide special benefit to the property owners included in the District which are over and above the benefits received by the City's residents at large.

1.2 Procedures for District Formation

In order to create a District, a property owner protest ballot proceeding must be conducted for the proposed assessments applicable to the properties. The City must prepare an Engineer's report describing the proposed District, including its boundaries, the properties which will be included, the facilities which will be constructed, operated, and/or maintained, the amount proposed for assessment to the benefitting properties, the method proposed for apportionment of the assessment and the dollar amount of the assessment proposed to be levied on each property within the District. The assessments adopted by the City Council (the Council) must be prepared in accordance with the Act and the provisions of the California Constitution.

The summary of this information must be mailed to the affected property owners, along with a ballot they may return by mail or in person at the public hearing described below, expressing their support for or protest of the proposed assessments. After providing this legal notice and ballot to all affected property owners, the Council must conduct a public hearing to accept public comments, testimony and additional ballots. The Council would then have authority to proceed with creation of the District and approval of the proposed assessments so long as the total number of protests received, either in writing or at the public hearing, do not exceed 50 percent plus one of the number of affected property owners.

After the close of the public hearing, and assuming protest is less than the permissible 50-percent threshold, the Council must review the Engineer's Report and may either order amendments to the Report or confirm the Report as submitted. Following final approval of the Report, the Council may then consider whether to form the proposed District. Assuming the Council votes to form the District, the Council's next step would be to consider whether to approve the assessments proposed to be levied and placed on the County tax roll for the coming fiscal year. Assuming the assessments are approved, the Council would then order the levy and collection of assessments for the fiscal year pursuant to the Act.

For the purposes of this District 2019-01, the proposed operating and maintenance costs associated with the improvements and the benefitting properties have been closely reviewed and evaluated. The method of apportioning costs has been developed to provide an equitable method of calculating the benefit that various properties receive from the improvements. In compliance with the provisions of the California Constitution Article XIII D (Prop 218), the assessments established and presented to property owners for approval for fiscal year 2019/20 account for the anticipated operating and maintenance expenses for public areas of landscaping and for operation of special landscape and security lighting systems in the areas identified.

This report also provides a mechanism to annually adjust the assessment to allow the City to keep income closely related to ongoing expense, without having to hold annual public hearings as would otherwise be required. This assessment adjustment mechanism allows the City Council to annually increase the maximum assessment rates by the greater of inflation (based on the Consumer Price Index) or two percent (2%). Should this automatic increase provision become inadequate to keep pace with actual expenses, a new calculation of costs and proposed assessments can be made and new assessment hearings may be held to confirm the increased assessments.

The area which would be included in District 2019-01 is shown on the Assessment Diagram in Appendix A. The Assessment Diagram shows the boundary of the District, the areas to be maintained, and all of the properties which would be assessed. This Engineer's Report ("Report") describes the District, and the proposed assessments for fiscal year 2019/20. The maintenance, operation and servicing of the improvements associated with the District that provide a special benefit to the properties in that area tabulated, and each parcel is assessed proportionately for those costs that are found to be a special benefit to the properties within the District. The budget and assessments are based on the City's estimated cost to provide these services.

Districts can include multiple "Benefit Zones," or areas which are assessed for the costs related to differing improvements related to the properties within each zone. This District may be expanded in the future to include additional properties and Benefit Zones, by vote of the City Council. For fiscal year 2019/20, the District consists of a single Benefit Zone.

1.3 Parcels Included in the District

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own address and its own Assessor's Parcel Number (APN) as assigned by the Fresno County Assessor's Office. The Fresno County Auditor/Controller uses APNs and specific Fund Numbers to identify properties assessed for Special District Benefit Assessments such as proposed for this District on the property tax roll.

The City Council will review the Engineer's Report and consider approval of District formation. Assuming the Council votes to form the District, the assessment information will be submitted to the County Auditor/Controller and will be included on the property tax roll for each parcel for fiscal year 2019/2020.

1.4 Improvements Eligible for Inclusion

While not all of the following will be included costs in this District, the Act defines eligible improvements to mean one or any combination of the following, and any or all could be included in future assessments should the need arise:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;
- Costs associated with any elections held for the approval of a new or increased assessment.

The Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste;
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

2 Description of The District

The District will include the entire boundary of Tract 6218, also known as the La Colonia subdivision. The boundary and layout of the District are shown on the Assessment Diagram in Appendix A. All parcels within the Tract would be within a single zone of benefit.

Costs included in the proposed assessments include those associated with operations and maintenance of unique landscaping and lighting elements constructed by the developer and dedicated to the City, as described below. All of these are considered to be over and above the level of improvement customarily provided by the City, and therefore provide a special benefit to the property owners within the District.

2.1 District Purpose and Services Provided

The District will provide for the ongoing maintenance and operation of landscaping, landscape and security lighting, graffiti abatement and related services within the public spaces located within the District, as detailed in the sections below.

The costs and assessments set forth in this Report are based upon the City's estimate of the expenses related to the operation and maintenance of the District improvements, including labor, personnel, utilities, equipment, materials, administration and incidental expenses.

Parcels that receive special benefits from the improvements within each Zone share in the cost of the services and improvements associated only with that Zone. For fiscal year 2019/20 the District consists of a single Benefit Zone. The total amount to be assessed within the Zone for the operation and maintenance of the improvements is equitably spread among the benefiting parcels.

2.2 Landscape Maintenance

Landscape maintenance areas within the District include center median landscaping, parkway landscaping along major perimeter streets such as Bass Avenue, public easement (paseo) landscaping, and pocket park open space area landscaping. Particular services provided may include, but would not be limited to:

- Fertilizing, cultivating, pruning, and replacing plant materials all landscape improvements within the medians, parkways, entryways, paseos and pocket park open space areas within the District including street trees, turf, ground cover, shrubs, irrigation and drainage systems;
- Weed abatement;
- Painting and repairing of all sound walls, fencing, and necessary appurtenances. These may include but are not limited to shade structures, picnic tables, outdoor grills benches, trash and coal receptacles and similar items;
- Solid waste and litter collection

As noted above, the District initially will include only a single Benefit Zone. If additional areas are added to the District in the future, each area would be counted as a distinct and separate Benefit Zone. Improvements which would be operated and maintained may vary from zone to zone.

Landscape improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance and operations required within the District and each Benefit Zone will be determined weekly by City staff. The net costs associated with the improvements will be equitably spread to parcels proportionately according to the special benefits received.

2.3 Lighting Operation and Maintenance

The District includes supplemental lighting in the Park area. Cost for operation and maintenance of this light are included in the initial assessment. These costs include:

- Electrical power
- Lamp and LED replacement
- Graffiti removal and/or painting
- Replacement of broken or damaged parts

No other lighting improvements are included in the District at this time. As additional Benefit Zones are added, the costs of operating and maintaining the full variety of supplemental lighting improvements within those new Benefit Zones may be assessed to properties within those zones.

3 Method of Assessment

Pursuant to the Act, the costs incurred by the District may be apportioned by any formula or method which fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each parcel from the assessed improvements. In order to accomplish this requirement, the formula used for calculating special benefits within the District must reflect the land use composition of the parcels, the types of improvements being operated, and the maintenance and operations services provided.

The City must identify all parcels which have special benefits conferred upon them and which are to be assessed, in relationship to the entirety of the public improvement and the maintenance and operation expenses being provided.

3.1 Benefit Analysis

In conjunction with the provisions of the Act, the California Constitution, in Article XIIIID, defines a number of terms which are essential to an acceptable and equitable levy of assessments:

Section 2d defines "District" as follows:

"District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property related service."

Section 2i defines "Special Benefit" as follows:

"Special Benefit" means a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute "Special Benefit."

Section 4a defines "Proportional Special Benefit Assessments" as follows:

"An agency which proposes to levy an assessment shall identify all parcels which will have a Special Benefit conferred upon them and upon which an assessment will be imposed. The Proportionate Special Benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the Proportional Special Benefit conferred on that parcel."

3.2 Potential Special Benefits of Landscaping Improvements

The special benefits of additional landscaping within the District boundaries include:

- Enhanced aesthetic environment
- Additional greenspace and shade within the tract
- Enhanced home values due to increase in overall greenspace within the development.
- Enhanced home values due to increased attractiveness of entrance frontage and entrance road median

3.3 Potential Special Benefits of Special Lighting Improvements

The potential benefits of special landscape and lighting within the boundaries of the District include:

- Convenience, safety, and security of property, improvements, and goods
- Improvement of usability of greenspace areas
- Enhanced deterrence of crime and the aid to police protection
- Improved ability of pedestrians to see potential obstacles

3.4 Assessment Methodology

Each parcel in the District will be assigned a weighting factor known as an Assessment Unit (AU) to identify the parcel's proportionate special benefit from specific improvements. Each parcel's AU will be calculated based on the parcel's land use, development status and/or size as compared to other parcels within the District, as determined to be appropriate for each type of expense.

A typical single family residential property will be assigned an AU of 1.00, and all other property types will be assigned an AU proportionate to the special benefits they receive as compared to this single-family residential property.

The total number of Assessment Units in each Zone will then be divided into the total dollar amount to be assessed (also known as the Balance to Levy, a term defined in the Act) to establish the Levy per AU (the Assessment Rate). The Assessment Rate will then be multiplied by the parcel's AU to establish the parcel's Levy Amount.

Put mathematically, the formulas for the method of apportionment will be as follows:

$$\text{Total Balance to Levy} / \text{Total AU in Zone} = \text{Levy per AU (Rate)}$$

$$\text{Levy per AU (Rate)} \times \text{Parcel's Calculated AU} = \text{Parcel's Levy Amount}$$

This District will provide for operation and maintenance of improvements that enhance the presentation, aesthetics and public safety aspects of the included properties. These improvements will directly benefit the parcels to be assessed within the District. The assessments and method of apportionment are based on the premise that the assessments will be used to operate and maintain landscape and lighting improvements within the District, and that the assessment revenues generated by the District will be used solely for such purposes. This reports finds the following:

- The costs of operation and maintenance of the proposed improvements have been identified and allocated to properties within the District based on a determined special benefit.
- The District improvements are not required nor necessarily desired by any properties or developments outside the District boundary. Therefore, any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside the District or to the public at large.
- The District improvements, associated costs and assessments are localized, and the construction and installation of the improvements are only necessary for the development of properties within the District.

- The improvements to be provided by this District and for which properties will be assessed have been identified as an essential component and local amenity that provide a direct reflection and extension of the properties within the District.
- The method of assessment set forth in this Report assumes that each assessed property receives special benefits from the landscape and lighting improvements within the District, over and above any general community benefit.
- The assessment obligation for each parcel reflects that parcel's proportional share of special benefits as compared to other properties within the District.
- Pursuant to the provisions of the Act, the improvements and the associated costs described in this Report have been carefully reviewed and have been allocated proportionally to properties within the District.

Every parcel within the District has a land use classification based the City's designation. While primary land use classification (i.e., Residential versus Non-Residential) can be a factor appropriate to help identify the special benefits conveyed to each property within the District, it is not a factor used here since all properties carry the same residential land use classification.

Because landscape improvements associated with residential properties are usually located on the perimeter of a residential subdivision, or serve the needs of properties located within reasonable walking distance thereof, landscape improvements are typically associated with the entire development and are considered to provide substantially similar and equal benefits to each residential unit. Therefore, all residential properties are assigned 1.00 AU per unit as their proportional allocation of the landscape improvement costs whether a residential unit has been constructed or merely approved for development.

Similarly, for a typical residential tract development with landscaping and/or supplemental lighting within and adjacent to the development, the benefit to each residential property is reasonably equal and each residential parcel is assigned 1.00 AU.

No parcels in the City of Mendota are assessed for standard street lighting, and the same holds true here.

3.5 Annual Adjustments to Assessments

Most operations and maintenance budget items are typically impacted by inflation. Generally, any new or increased assessments to offset these increased costs require certain noticing, meeting, and balloting requirements by law. However, Government Code Section 54954.6(o) provides that a "new or increased assessment" does not include "an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition of an increased assessment was later confirmed by Senate Bill 919 (the Implementing Legislation for Proposition 218). The following describes the assessment adjustment formula to be applied within the District:

The maximum assessment amount allowed for each fiscal year may be increased in an amount equal to the greater of: (1) two percent (2.0%), or (2) the percentage increase of the Local Consumer Price Index (CPI). The Consumer Price Index to be applied is for the West Region for All Urban Consumers, as developed by U.S. Bureau of Labor Statistics.

Each fiscal year the City shall compute the percentage difference between the CPI on January 1, and the CPI for the previous January 1, or a similar 12-month time period. This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such

index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

In the event that the City Council determines that the maximum inflation adjustment allowed to the assessments is not required for a given fiscal year, the City Council may adopt an assessment less than the allowable maximum assessment for that year. If the budget and assessments for the District or any Zone requires an increase greater than the adjustment set forth in the formula in order to maintain solvency and cash flow within the District or Zone, the proposed larger increase could be implemented but would be subject to majority protest by the property owners subject to the increased assessment.

3.6 District Budget for Maintenance and Operations

The following tables provide summaries of the Landscape and Lighting Maintenance Operation budgets for the District. These tables identify the costs and assessment rates applied to each Assessment Unit within the initial single Zone that will be necessary to cover the costs and expenses of operating and maintaining the improvements that provide special benefits to properties within the District.

Table 3-1 presents the budget for landscape maintenance over the first year of operation.

Table 3-1 Landscape Maintenance Budget

Direct Costs	
Contract Landscape Maintenance	\$ 18,326
City Water	500
City Labor (Streets)	912
Maintain Park Appertenances	900
Administration Costs	
City Cost Allocation	1,000
Balance to Levy	\$ 21,638
Calculation of Assessments	
Number of Parcels Assessed	85
Total Equivalent Benefit Units	85
Levy per AU	\$ 254.56
Maximum Levy per AU, 2019/20	\$ 254.56

Table 3-2, on the following page, presents the budget for lighting maintenance and operation over the first year of operation.

Table 3-2 Lighting Maintenance Budget

Direct Costs		
	Park Light Electricity	\$ 30
	Park Light Maintenance	100
	Balance to Levy	\$ 130
Calculation of Assessments		
	Number of Parcels Assessed	85
	Total Equivalent Benefit Units	85
	Levy per AU	\$ 1.53
	Maximum Levy per AU, 2019/20	\$ 1.53

Appendix A

Assessment Diagram

The attached Assessment Diagram shows the boundary of the District to be formed, and all of the parcels included within that boundary. All of the residential parcels are included on the Assessment Roll, which appears as Appendix B. The non-residential and public benefit parcels are not included in the allocation of District costs.

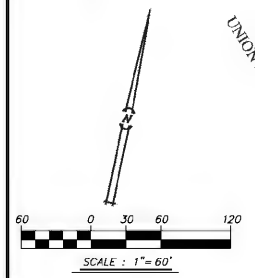


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PROVOST & PRITCHARD
 CONSULTING GROUP
 An Employee Owned Company

CITY OF MENDOTA
 LANDSCAPE & LIGHTING MAINTENANCE DISTRICT 2019-01
 APPENDIX A--ASSESSMENT DIAGRAM

DESIGN ENGINEER:
 DATE: 03/2019
 JOB NO:
 SHEET OF

LANDSCAPE MAINTENANCE AREA
 XX LOT NUMBER
 XX STREET NUMBER



Appendix B

District Assessment Roll

An Assessment Roll (a listing of all parcels proposed to be assessed within the District and the amount of their assessment) has been filed with the City Clerk and is, by reference, made part of this Report. The proposed assessment roll will be available for public inspection in the City Clerk's Office during normal City of Mendota office hours.

The Assessment Roll reflects all properties currently identified within the District and their proposed assessment amount(s) for fiscal year 2019/20. Each lot or parcel listed on the assessment roll is or will be shown and illustrated on the County Assessor's Roll and has been or will be assigned a County Assessor's Parcel Number. These records are, by reference, made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County securing the roll and generating tax bills for fiscal year 2019/20.

**City of Mendota
Landscape & Lighting Maintenance District No. 2019-01**

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2019/20

Total Amount to be Assessed:	Landscape:	\$ 21,638.00
	Lighting:	\$ 130.00
	Total Levy:	\$ 21,768.00

Tract 6218				2019/20 Levy	
Lot No.	APN	Address	Assigned AU	Landscape	Lighting
1	Pending	107 Ramirez Ave	1.0	\$ 254.56	\$ 1.53
2	Pending	105 Ramirez Ave	1.0	\$ 254.56	\$ 1.53
3	Pending	103 Ramirez Ave	1.0	\$ 254.56	\$ 1.53
4	Pending	101 Ramirez Ave	1.0	\$ 254.56	\$ 1.53
5	Pending	200 Lua Ave	1.0	\$ 254.56	\$ 1.53
6	Pending	202 Lua Ave	1.0	\$ 254.56	\$ 1.53
7	Pending	204 Lua Ave	1.0	\$ 254.56	\$ 1.53
8	Pending	206 Lua Ave	1.0	\$ 254.56	\$ 1.53
9	Pending	208 Lua Ave	1.0	\$ 254.56	\$ 1.53
10	Pending	210 Lua Ave	1.0	\$ 254.56	\$ 1.53
11	Pending	212 Lua Ave	1.0	\$ 254.56	\$ 1.53
12	Pending	214 Lua Ave	1.0	\$ 254.56	\$ 1.53
14	Pending	216 Lua Ave	1.0	\$ 254.56	\$ 1.53
15	Pending	218 Lua Ave	1.0	\$ 254.56	\$ 1.53
16	Pending	220 Lua Ave	1.0	\$ 254.56	\$ 1.53
17	Pending	222 Lua Ave	1.0	\$ 254.56	\$ 1.53
18	Pending	224 Lua Ave	1.0	\$ 254.56	\$ 1.53
19	Pending	226 Lua Ave	1.0	\$ 254.56	\$ 1.53
20	Pending	228 Lua Ave	1.0	\$ 254.56	\$ 1.53
21	Pending	230 Lua Ave	1.0	\$ 254.56	\$ 1.53
22	Pending	232 Lua Ave	1.0	\$ 254.56	\$ 1.53
23	Pending	234 Lua Ave	1.0	\$ 254.56	\$ 1.53
24	Pending	236 Lua Ave	1.0	\$ 254.56	\$ 1.53
25	Pending	238 Lua Ave	1.0	\$ 254.56	\$ 1.53
26	Pending	240 Lua Ave	1.0	\$ 254.56	\$ 1.53
27	Pending	400 Mendoza Court	1.0	\$ 254.56	\$ 1.53
28	Pending	402 Mendoza Court	1.0	\$ 254.56	\$ 1.53
29	Pending	404 Mendoza Court	1.0	\$ 254.56	\$ 1.53
30	Pending	406 Mendoza Court	1.0	\$ 254.56	\$ 1.53
31	Pending	408 Mendoza Court	1.0	\$ 254.56	\$ 1.53
32	Pending	410 Mendoza Court	1.0	\$ 254.56	\$ 1.53
33	Pending	412 Mendoza Court	1.0	\$ 254.56	\$ 1.53
34	Pending	414 Mendoza Court	1.0	\$ 254.56	\$ 1.53
35	Pending	416 Mendoza Court	1.0	\$ 254.56	\$ 1.53
36	Pending	419 Mendoza Court	1.0	\$ 254.56	\$ 1.53
37	Pending	417 Mendoza Court	1.0	\$ 254.56	\$ 1.53
38	Pending	415 Mendoza Court	1.0	\$ 254.56	\$ 1.53
39	Pending	413 Mendoza Court	1.0	\$ 254.56	\$ 1.53
40	Pending	411 Mendoza Court	1.0	\$ 254.56	\$ 1.53
41	Pending	409 Mendoza Court	1.0	\$ 254.56	\$ 1.53
42	Pending	407 Mendoza Court	1.0	\$ 254.56	\$ 1.53
43	Pending	405 Mendoza Court	1.0	\$ 254.56	\$ 1.53
44	Pending	403 Mendoza Court	1.0	\$ 254.56	\$ 1.53
45	Pending	401 Mendoza Court	1.0	\$ 254.56	\$ 1.53

**City of Mendota
Landscape & Lighting Maintenance District No. 2019-01**

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2019/20

Total Amount to be Assessed:	Landscape:	\$	21,638.00
	Lighting:	\$	130.00
	Total Levy:	\$	21,768.00

Tract 6218 Lot No.	APN	Address	Assigned AU	2019/20 Levy			
				Landscape	Lighting		
46	Pending	330 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
47	Pending	332 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
48	Pending	334 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
49	Pending	336 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
50	Pending	338 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
51	Pending	340 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
52	Pending	342 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
53	Pending	344 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
54	Pending	346 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
55	Pending	348 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
56	Pending	350 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
57	Pending	129 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
58	Pending	127 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
59	Pending	125 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
60	Pending	123 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
61	Pending	121 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
62	Pending	119 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
63	Pending	117 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
64	Pending	115 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
65	Pending	113 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
66	Pending	111 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
67	Pending	109 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
68	Pending	108 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
69	Pending	110 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
70	Pending	112 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
71	Pending	114 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
72	Pending	116 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
73	Pending	118 Ramirez Ave	1.0	\$ 254.56	\$ 1.53		
74	Pending	343 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
75	Pending	341 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
76	Pending	339 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
77	Pending	337 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
78	Pending	335 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
79	Pending	333 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
80	Pending	331 Rosales Lane	1.0	\$ 254.56	\$ 1.53		
81	Pending	225 Lua Ave	1.0	\$ 254.56	\$ 1.53		
82	Pending	223 Lua Ave	1.0	\$ 254.56	\$ 1.53		
83	Pending	221 Lua Ave	1.0	\$ 254.56	\$ 1.53		
84	Pending	219 Lua Ave	1.0	\$ 254.56	\$ 1.53		
85	Pending	217 Lua Ave	1.0	\$ 254.56	\$ 1.53		
86	Pending	215 Lua Ave	1.0	\$ 254.56	\$ 1.53		
Total Levy:				\$	21,638.00	\$	130.00

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDERATION OF EXCLUSIVE USE PERMIT FROM THE MCC TO HOLD THE 2019 MENDOTA FIREWORKS SHOW AT ROJAS-PIERCE PARK
DATE: MAY 14, 2019

ISSUE

Shall the City Council approve Resolution No. 19-33, conditionally approving an Exclusive Use Permit from the Mendota Community Corporation to hold the 2019 Mendota Fireworks Show?

BACKGROUND

Staff received a request from the MCC to hold the 2019 Mendota Fireworks Show at Rojas-Pierce Park. This is the second time that the organization will host the event, but it is the first time that it will be held at Rojas-Pierce Park. The event appears to have been a benefit to the community since it brings the community together to celebrate our country's independence.

According to the application submitted (attached to this report), the event will be held on Saturday, June 29th and will consist of live music, beer garden, vendors and informational booths, contests, a Veteran recognition ceremony, and fireworks. The organization seeks to charge a \$1 admission fee to individuals 13 years of age and older, children 12 and younger are free.

ANALYSIS

Given the proximity of the proposed firework launch area to nearby homes and empty lots, it is important that the City and MCC work together to minimize fire risk. The MCC has been continuously working with the company that will be providing the fireworks to ensure that the set-up is done in a safe and adequate location. The MCC will also be requesting that the fire department is on-site during the show. The event will greatly benefit the community of Mendota as it will bring the community together for a great cause.

FISCAL IMPACT

Loss of \$880.00 in revenue due to event fees being waived according to Administrative Policy 2004-01 – Event Permit for Non-Profit Organizations.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 19-33, conditionally approving an Exclusive Use Permit from the Mendota Community Corporation to hold the 2019 Mendota Fireworks Show owners.



**CITY OF MENDOTA
FACILITY USE APPLICATION**



PLEASE COMPLETE ALL QUESTIONS OR ITEMS FOR WHICH INFORMATION IS REQUESTED. PRINT ALL ANSWERS EXCEPT THE SIGNATURE.

FOR USE OF ALL OR SUBSTANTIALLY ALL OF THE ROJAS-PIERCE PARK PICNIC AREA AND BANDSTAND, OR MENDOTA POOL PARK BANDSTAND, VETERANS PARK, APPLICANTS MUST APPEAR BEFORE THE CITY COUNCIL FOR APPROVAL OF THE PERMIT.

NOTE: SECTION 12.20.050 APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED WITH THE CITY CLERK DURING THE MONTH OF FEBRUARY ANNUALLY AND SHALL BE SET FOR CONSIDERATION BY THE CITY COUNCIL AT ITS FIRST MEETING IN MARCH ANNUALLY. APPLICATIONS FOR EXCLUSIVE USE SHALL BE FILED NOT LESS THAN TWENTY ONE (21) NOR MORE THAN ONE HUNDRED FIFTY (150) DAYS PRIOR TO THE USE OF THE FACILITY. PROMOTERS SHALL REQUEST AN AGREEMENT WITH THE CITY BESIDES THE APPLICATION.

NOTE: SECTION 12.20.110: APPLICANT MUST PROVIDE THE CITY WITH CERTIFICATES OF INSURANCE SPECIFYING THE CITY OF MENDOTA AS NAMED INSURED EVIDENCING LIABILITY AND PROPERTY DAMAGE LIMITS WITH A COMBINED SINGLE LIMIT OF NOT LESS THAN ONE MILLION DOLLARS (\$1,000,000).

- COMPLETED APPLICATION.
- PROOF OF INSURANCE POLICY SHOWING CITY OF MENDOTA AS ADDITIONAL INSURED.
- PROOF OF LIABILITY INSURANCE FOR FACILITY USE
- DEPOSIT, USE FEE, AND KEY DEPOSIT SUBMITTED TO FINANCE DEPARTMENT.
- OBTAINED SECURITY AS REQUIRED BY MENDOTA POLICE DEPARTMENT
- ORIGINAL SIGNATURE OF PERMITTEE WITH ACKNOWLEDGMENT.
- AMPLIFIED MUSIC PERMIT IF APPLICABLE

1. This application is for the use of the following facility:
Rojas-Pierce Park, soccer field, baseball field lights, and potentially city-owned property west of soccer field.

2. The organization, individual, business or entity applying for the use permit:

Mendota Community Corporation (MCC)

3. The contact person on behalf of the applicant, regarding the event or activity for which use permit is requested together with all of the following information:

NAME: Celeste Cabrera-Garcia, MCC Board Secretary

ADDRESS (STREET AND CITY): 643 Quince Street, Mendota, CA

TELEPHONE NO.: (559)577-7692

4. DATE: Saturday, June 29, 2019 TIME: 12 p.m. - 11 p.m.

5. Please describe the exact park area or areas requested for Exclusive Use. (List below and circle the area on the attached map).

Rojas-Pierce Park grassy areas, concession stand, basketball courts, pavillion, soccer field, baseball ball field lights, and potentially city-owned dirt lot west of the soccer field

6. Purpose or function for which the permit is requested. Give statement of reasons for exclusive use. Note: Section 12.20.090(b)(c) Fees and Deposits as required.

2019 Mendota Fireworks Show

7. Number of persons expected to attend the function or event. Approx, 2,000

8. Will alcoholic beverages be sold? Yes X No. note: if yes, you must apply for and receive a separate permit from the state department of alcohol beverage control, if so, liquor liability insurance is required to be purchased thirty (30) days in advance by the applicant. The Fresno County Sheriff's department must be contacted regarding this application. The City of Mendota parks are tobacco free and alcohol free.

9. Has a promoter been contracted to present, produce, or otherwise be involved in the event, activity or entertainment during the event? Yes No X. Note: section 12.20.110, if yes, the promoter is required to provide certificate of insurance evidencing liability and property damage limits with a combined single limit of not less than \$1,000,000 with a deductible of nor more than \$500, and shall specify the City of Mendota and applicant as named insured.

10. If a promoter will present, produce, or otherwise be involved in the event, activity or entertainment, state the name, address and telephone number of the promoter and describe his/her/its participation in the event. Note: Section 5.08.030 Amusement Park Rides and Attractions; Section 5.08.300 Musical and Theatrical Shows. The Promoter is required to obtain a business license.

NAME: NA

ADDRESS: NA

PARTICIPATION/INVOLVEMENT: NA

11. Detailed description of all entertainment and activities, including equipment and vehicles to be used, the nature and times of use of such equipment, and the nature and time of use of any amplified sound equipment. Please keep in mind that anything not mentioned below will not be allowed.

The event will consist of a firework show (fireworks will be launched from the City soccer field); live music from a DJ and possibly a live band (between 5 p.m. - 9:30 p.m.); beer garden; food vendors; informational booths; various contests and recreation -related tournaments; veteran recognition.

12. Will concession stand(s) be used? Yes No. Note: for baseball diamond concession, \$150.00 fee, per league, no exemptions.

13. Will there be an admissions charge to the event? If so, state the exact amount of each ticket \$1 for adults (13yo+). State the reason for imposing this admission charge.

Revenue generated will be used to fund MCC scholarship opportunities and will offset costs for future events.

14. Will there be a live band at this function? Yes No
(See attached municipal code regarding noise ordinance)

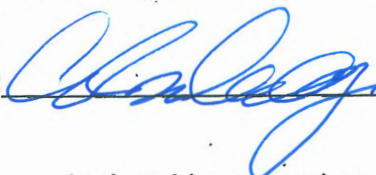
15. State the names and addresses of all persons or groups which will receive any of the proceeds from this event, including concessions, and how those proceeds will be divided among such persons or groups.

The Mendota Community Corporation will receive all proceeds from the event.

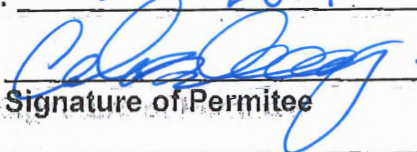
16. If this permit application is for all or substantially all of the park area, or all or substantially all of the picnic and bandstand area, state the overriding public interest or special circumstances which justify excluding residents of the City of Mendota from using their public park facilities.

17. I, Celeste Cabrera-Garcia have read the Mendota Municipal Code Chapter 12.20 re: park permits (attached). I understand all of the requirements for conducting an event or activity in the use of the Rojas-Pierce Park or any City facility. I agree on behalf of myself and the Mendota Community Corporation (name of applicant), the organization on whose behalf this application is made, to indemnify, defend and hold the City of Mendota harmless, from and against any and all claims, actions, suits, and proceedings for money damages or other relief for personal injury, property damage or other losses resulting from or caused by the activity or event for which this permit is

issued. The keys to any facility or electrical panel will not be issued until this document is signed by the permittee requesting a facility and/or consent/hold harmless agreements are submitted to city staff and proof of insurance is provided and all fees and deposits are paid.

Signature of Permittee:  DATE: 5-9-2019

I, Celeste Cabrera-Garcia, declare I have read and understand the foregoing application and all attachments thereto. I further declare that I will abide by all City, State, County and Federal laws at said event.

Dated: 5-9-2019

Signature of Permittee

CITY MANAGER APPROVAL

THIS APPLICATION IS APPROVED / REJECTED FOR USE OF THE _____ ON _____ . THE FOLLOWING CONDITIONS OF APPROVAL SHALL APPLY, MAY INCLUDE POLICE DEPARTMENT REQUIREMENTS.

CITY MANAGER: _____ DATE: _____

SECURITY REQUIREMENT OR CONDITIONS AS PER CITY OF MENDOTA POLICE DEPARTMENT:

POLICE DEPT: _____ DATE: _____

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONDITIONALLY
APPROVING AN EXCLUSIVE USE PERMIT
FOR THE MENDOTA COMMUNITY CORPORATION
TO HOLD THE 2019 MENDOTA FIREWORK
SHOW**

RESOLUTION NO. 19-33

WHEREAS, the City of Mendota is empowered to exercise discretion in the issuance of exclusive use permits, thereby protecting the health and safety of its residents by ensuring the controlled and reasonable use of public spaces; and

WHEREAS, the Mendota Community Corporation (MCC) submitted an exclusive use application; and

WHEREAS, the City Council has reviewed the application and considered all conditions, which are stated in Exhibit A, included herein and made part hereof and has independently determined that the use of a city facility is a benefit to the community.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby approves the MCC's Exclusive Use Permit with the conditions provided on Exhibit A for the use of a city facility for an event or a reoccurring event.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the aforementioned organization is required to submit any required documentation for full approval at least 30 days before the event.

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

**CITY OF MENDOTA CONDITIONAL APPROVAL
OF FACILITY USE APPLICATION**

DATE/TIME	TOTAL NUMBER OF EVENTS/DAYS	EVENT	FACILITY	ORGANIZATION	CONDITIONAL APPROVAL	TOTAL FEES WAIVED PER POLICY	TOTAL FEES DUE
Saturday, June 29, 2019 12:00pm - 11:00pm	1 Day Event	2019 Mendota Firework Show	Rojas-Pierce Park, Soccer Field, dirt lot adjacent to soccer field, & Baseball Field Lights	Mendota Community Corporation	<p>Mendota Community Corporation Shall: Provide a Detailed Itinerary Provide Proof of Liability Insurance Clean Facility and Property Contract Police Services Contract Trash Services Obtain Amplified Music Permit Provide Portable Restrooms Obtain Business License for MCC Require vendors to obtain business license Pick-Up Key (6/28/19) Return Key (7/1/19) *Any proposed alcohol sales and consumption shall be within a designated area and the Mendota Community Corporation shall obtain any all appropriate permits as required by the State Alcoholic Beverage Control.</p> <p>Fees: Concession Stand Rental: \$0 (\$175/day – waived) Rojas Pierce Park & Pavilion Rental: \$0 (\$700/day – waived) Amplified Music Permit: \$0 (\$5/day – waived)</p> <p>Deposits: Concession Stand Cleaning Deposit: \$150 Rojas Pierce Park & Pavilion Cleaning Deposit: \$300 Key Deposit: \$50.00</p>	<p>Fees Waived: \$880.00</p> <p>Administrative Policy: 2004.01 - Event Permit for Non-Profit Organizations</p>	\$0.00



CITY OF MENDOTA

"Cantaloupe Center Of The World"

May 8, 2019

Department of Resources Recycling and Recovery (CalRecycle)
1001 "I" Street
Sacramento, CA 95812-4025

Subject: Letter of Authorization for the CalRecycle Household Hazardous Waste Grant Program, 33rd Cycle (HD33) – Fiscal Year 2019-20, Small Projects Grants

Dear CalRecycle:

I am the City Manager for the City of Mendota. I am authorized to contractually bind the City of Mendota. Pursuant to this authority, I hereby authorize the County of Fresno to submit a regional application and act as Lead Agency on behalf of the City of Mendota. The County of Fresno is hereby authorized to execute all documents necessary to implement the project under the CalRecycle Household Hazardous Waste Grant Program, 33rd Cycle (HD33) – Fiscal Year 2019-20, Small Projects Grants.

This authorization is effective through the Grant Term of September 30, 2022.

Cristian Gonzalez
City Manager
643 Quince Street
Mendota, CA 93640
(559) 655-3291

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CITY COUNCIL APPROVING A LICENSE AGREEMENT BETWEEN GONZALEZ HALL PROMOTIONS AND CITY OF MENDOTA AND DIRECTING THE CITY MANAGER TO EXECUTE THE DOCUMENTS NECESSARY
DATE: MAY 14, 2019

ISSUE

Should the City Council approve Resolution No. 19-29, directing the City Manager to execute a License Agreement with Gonzalez Hall Promotions to license to use of city owned real property located at the intersection of 3rd and Naples in Mendota?

BACKGROUND

The City Council directed staff to be proactive with city owned property that is not currently being utilized. The City published an RFP (request for proposals) seeking interest in the licensing of real property located at the intersection of Naples and 3rd Street. Only one proposal was submitted, from Gonzalez Hall Promotions, at \$200 per month for 15 years. At the April 23rd meeting this item was originally considered, however Council requested that the City Manager negotiate a new agreement with the respondent to include, an escalator and potentially more monthly fees. The City Manager met with the respondent and while he understands the concerns from the council, he contends that his offer is final, unless the city council would allow him to do base rock on the property, instead of a fully developed parking lot, with lights, landscaping and decorative fencing, since these improvements are very costly.

ANALYSIS

The property in question is located on Naples Street. For the past 10+ years the lot has been sitting empty with no use, while still requiring maintenance, mainly weed abatement. There are no current plans for the lot, so entering into a 15 year lease is not a concern to staff, and seems to be a responsible decision. Gonzalez Hall Promotions stated that they intend to develop the lot into overflow parking for their adjacent event hall business. This will be a great improvement to the lot and the area.

FISCAL IMPACT

If approved, there would be an additional \$2,400 going into the general fund annually, and a total of \$36,000 throughout the life of the agreement.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 19-29, authorizing the City Manager to execute the License Agreement with Gonzalez Hall Promotions requiring that he builds a fully developed parking lot.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A LICENSING AGREEMENT WITH GONZALEZ
HALL & PROMOTIONS, INC. AND AUTHORIZING
THE CITY MANAGER TO EXECUTE SAME**

RESOLUTION NO. 19-29

WHEREAS, the License Agreement, attached hereto as “Exhibit A”, is by and between the City of Mendota, a California municipal corporation (the “City”) and Gonzalez Hall & Promotions, Inc., a California corporation (“Licensee”)

WHEREAS, the City is the owner of certain real property consisting of approximately 13,624 square feet (170.3 feet x 80 feet), constituting the official and technical terminus of Third Street on the east side of Naples Street (the “Property”), and zoned as M-1 (Light Manufacturing District); and

WHEREAS, the City desires to license the Property to an individual or entity capable of developing the Property for use in connection with approved commercial or industrial operations consistent with the surrounding uses and the City’s General Plan; and

WHEREAS, on December 14, 2018, the City published a Request for Proposals for the Lease of City Property for Industrial Uses (the “RFP”) pursuant to Mendota Municipal Code Section 2.48.120, for the purpose of soliciting qualified individuals or entities to submit proposal for commercial use of the Property; and

WHEREAS, on December 18, 2018, Licensee, through its President, Ramon Gonzalez, submitted a proposal to use the Property for parking purposes (the “Proposal”), as the Property is located near Licensee’s social hall, located at 1417 3rd Street in Mendota, California; and

WHEREAS, the City is willing to grant Licensee a right to use the Property, under the terms and conditions set forth in this License; and

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Mendota that the License Agreement by and between the City of Mendota and Gonzalez Hall & Promotions, Inc., attached hereto as Exhibit “A,” is hereby approved, and the City Manager is hereby authorized and directed to execute same.

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of May, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “*License*”), is made and entered into at Mendota, California, the ____ day of April, 2019 (the “*License Date*”), by and between the City of Mendota, a California municipal corporation (the “*City*”) and Gonzalez Hall & Promotions, Inc., a California corporation (“*Licensee*”). The City and Licensee are sometimes collectively referred to in this License as the “*Parties*,” and individually as a “*Party*.”

I.

RECITALS

A. **WHEREAS**, the City is the owner of certain real property consisting of approximately 13,624 square feet (170.3 feet x 80 feet), constituting the official and technical terminus of Third Street on the east side of Naples Street (the “*Property*”), and zoned as M-1 (Light Manufacturing District). The Property is highlighted in blue in the parcel map attached hereto as Exhibit “A”, which is incorporated herein and shall be considered part of this License for all purposes.

B. **WHEREAS**, the City desires to license the Property to an individual or entity capable of developing the Property for use in connection with approved commercial or industrial operations consistent with the surrounding uses and the City’s General Plan.

C. **WHEREAS**, on December 14, 2018, the City published a Request for Proposals for the Lease of City Property for Industrial Uses (the “*RFP*”) pursuant to Mendota Municipal Code Section 2.48.120, for the purpose of soliciting qualified individuals or entities to submit proposal for commercial use of the Property. The RFP is attached hereto as Exhibit “B”, and is incorporated herein and shall be considered part of this License for all purposes.

D. **WHEREAS**, on December 18, 2018, Licensee, through its President, Ramon Gonzalez, submitted a proposal to use the Property for parking purposes (the “*Proposal*”), as the Property is located near Licensee’s social hall, located at 1417 3rd Street in Mendota, California. The Proposal is attached to this License as Exhibit “C”, and is incorporated herein and shall be considered part of this License for all purposes.

E. **WHEREAS**, the City is willing to grant Licensee a right to use the Property, under the terms and conditions set forth in this License.

II.

LICENSE

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby state and agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated as though fully set forth herein.

2. Grant of License. The City hereby grants to Licensee for the benefit of Licensee, its agents, employees, consultants, affiliates, guests, and invitees the non-assignable, nontransferable, exclusive right to use the Property for the purpose of parking cars, trucks, and vans. Licensee may not use the Property for any other purpose or business without obtaining the City's prior written consent, which may be withheld, conditioned or delayed at the City's sole discretion.

3. License Fee. During the Term, as defined herein, Licensee shall make monthly payments to the City for use of the Property in the amount of Two Hundred and No/100 Dollars (\$200.00) per month ("**License Fee**") as follows: (a) on May 1, 2019 (the "**First Payment Date**") Licensee shall remit to the City a License Fee payment; and (b) on the first day of each month following the First Payment Date during the Term, Licensee shall remit to the City a License Fee payment at the address set forth below, or at such other place or to such other persons or entities as the City from time to time may designate to Licensee in writing.

In the event that Licensee fails to remit to the City a License Fee payment, within ten (10) days after payment of the License Fee is due, the City may terminate this License upon twenty (20) days written notice to Licensee, unless the Licensee pays all past-due amounts prior to the expiration of such twenty (20) day notice period.

4. Term. The term ("**Term**") of this License shall commence on the License Date, and shall terminate upon the earlier of the following events (which shall be referenced herein as the "**Terminating Events**"):

4.1. Expiration. This License shall expire fifteen (15) years after commencement of this License on the License Date.

4.2. Commencement of Legal Proceedings. The City may terminate this License upon commencement of any judicial or administrative proceeding, in any jurisdiction within the State of California, which disputes the City's ownership of the Property, the status of the Property as a legal parcel, or the City's authority to grant a license for use of the Property. Should the City elect to terminate this License pursuant to this Section, the City shall comply with the termination procedures set forth in Section 4.4 herein.

4.3. Termination by Mutual Agreement. This License shall terminate upon mutual written agreement of the Parties (the "**Termination Agreement**"). The Termination Agreement shall specify the time by which Licensee is required to promptly remove all personal property from the Property. If Licensee fails to remove said personal property by the time set forth in the Termination Agreement, the City will take necessary action to remove any property which may be located thereon, at the expense of Licensee, as permitted by law. Licensee shall pay the City all fees and charges owed as of the date

of removal or termination, whichever is later, computed at the daily rate currently in effect.

4.4. Termination by Either Party. Either Party may, at any time upon thirty (30) days advance written notice to the other Party (the “*Notice of Termination*”), terminate this License, provided that Licensee shall not be in default for non-payment of the License Fee. The Notice of Termination shall specify the time by which Licensee is required to promptly remove all personal property from the Property. If Licensee fails to remove said personal property, the City will take necessary action to remove any property which may be located thereon, at the expense of Licensee, as permitted by law. Licensee shall pay the City all fees and charges owed as of the date of removal or termination, whichever is later, computed at the daily rate currently in effect.

5. Improvements. Licensee shall not construct, erect or improve the Property with any structure, permanent or otherwise without the express written consent of the City. The City hereby approves Licensee’s offer to make the improvements necessary to use the Property for parking purposes which Licensee specifically identified in the Proposal attached hereto as Exhibit “C”.

6. “As-Is” Condition. The Parties understand and agree that Licensee shall accept this License to use the Property for parking purposes in an “as-is” condition, without representation or warranty by the City as to physical or environmental conditions of the Property, or any existing structures thereon. The City makes no representations regarding the character or extent of soil or subsurface conditions, or the conditions and existence of utilities which may be encountered during the course of construction of any improvements, development, construction, or occupancy of the Property. Licensee shall be responsible for independently reviewing all available information which may be available about existing conditions of the Property, and for undertaking an independent analysis of site conditions, including any environmental, health, and/or safety issues.

7. No Service Provided; Repairs, Maintenance and Alterations. The Parties understand and agree that the City shall not be required to furnish any services or facilities or to make any repairs or alterations in or to the Property. Licensee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Property.

8. Indemnification. Licensee covenants and agrees that, during the term of this License, any injury suffered as a result of the use of the Property by Licensee and its employees, licensees, invitees, and guests shall be the sole responsibility of Licensee, and the City shall not be liable to Licensee, or any other person or persons whatsoever for any such injury, loss or damage to persons or property unless caused by the City’s employees’, or the City’s agents’, gross negligence or willful misconduct. Licensee shall defend, indemnify and hold the City, its officers, directors, employees, consultants, agents, successors and assigns (“Indemnitees”), harmless from and against any and all claims, costs, liabilities, debts, demands, suits, actions, causes of action, proceedings, damages, judgments, liens, expenses or obligations of whatever nature, including attorneys’ fees and costs and the costs of all other professional and all court

or arbitration or other dispute resolution costs (collectively “Costs”) which may be made against Indemnitees arising out of or in connection with: (a) any use of the Property under this License, (b) any breach by Licensee of its obligations under this License; (c) the death and/or injury to any person or damage to any property (real or personal) which may be caused or is claimed to have been caused, by the negligence, act or omission by Licensee, or Licensee’s agents, employees, guests, invitees, or licensees; and (d) any enforcement by the City of any provision of this License. The foregoing indemnity shall not apply to the extent any such Costs are ultimately established by a court of competent jurisdiction to have been caused by the Indemnitees’ gross negligence or willful misconduct. Licensee, upon notice from the City, shall defend the same at Licensee’s expense by counsel satisfactory to the City. The provisions of this section shall survive the expiration or other termination of this License.

9. Taxes.

9.1. Licensee shall pay before delinquency any and all taxes, assessments, licenses, fees and other public charges, which may be levied, assessed or imposed the Property. Payment of any taxes, assessments, licensee, fees, or other public charges shall not in any manner reduce the fees and charges owed by Licensee to the City pursuant to this License.

9.2. Licensee acknowledges and agrees that this License may create a real property possessory interest that may be subject to real property or other taxation, and that Licensee shall be subject to, and liable for, the payment of any taxes levied on such interest. No such possessory interest tax, or any other tax, shall reduce or constitute a substitute for the fees or charges required to be paid, as a condition of this License or as otherwise required by the City. Licensee agrees to pay all such taxes when due.

9.3. Licensee shall defend, protect, indemnify and hold the City free and harmless from any and all liability, loss, or damage resulting from any taxes, assessments, or other charges required by, or relating to, this License to be paid by Licensee, and from all interests, penalties, and other sums imposed

10. Removal of Personal Property. Upon termination of the License, under any of the Terminating Events set forth herein, Licensee shall remove all of Licensee’s personal property from the Property and shall surrender possession of the Property to the City in good order and repair.

III.

MISCELLANEOUS PROVISIONS

11. Notices. All notices under this License or pursuant to law shall be in writing. A notice shall be deemed received on the third (3rd) scheduled delivery day after pickup or timely deposit for overnight delivery via Express Mail, FedEx, UPS, DHL WorldWide Express, Airborne Express, California Overnight (for delivery addresses within the latter entity’s service area), or other nationally or regionally recognized overnight service, duly addressed, with delivery fees prepaid or charged to the sender’s

account; on the next mail delivery day after pickup or timely deposit in the U.S. Mail, duly addressed, with first-class postage affixed; when personally delivered to the recipient; when transmitted by electronic means, and such transmission is electronically confirmed as having been successfully transmitted; or when delivered to the home or office of an addressee in the care of a person whom the sender has reason to believe will promptly communicate the notice to the addressee. The Parties' current addresses are below:

THE CITY:

Mr. Cristian Gonzalez
City Manager
City of Mendota
643 Quince Street
Mendota, California 93640

LICENSEE:

Mr. Ramon Gonzalez
President
Gonzalez Hall & Promotions, Inc.
1417 3rd Street
Mendota, CA 93640

Any Party may change its contact information by delivering notice to the other Party.

12. Licensee Not Agent of the City. Neither issuance of this License, nor any acts of Licensee under this License, shall in any way constitute Licensee as an agent, contractor, partner, or employee of the City for any purpose

13. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this License is brought by either Party to this License, the prevailing Party shall be entitled to receive from the other Party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs, and expenses incurred in the action or proceeding by the prevailing Party.

14. Entire Agreement. This License constitutes the Parties' entire, integrated agreement with respect to the subject matter described herein, and there are no other agreements regarding that subject. This License replaces and supersedes all prior written, oral, and implied agreements and understandings by and among the Parties or any of them regarding that subject matter, as well as any related written, oral, or implied representations, warranties, and covenants.

15. Written Amendments. This License may be altered, modified, or amended solely by a written agreement signed by both Parties.

16. Equitable Relief; Remedies Cumulative. The breach of this License would result in irreparable injury, so if there is an actual or threatened default hereunder, the aggrieved Party shall be entitled to injunctive relief and/or specific enforcement as applicable, in addition to monetary damages.

17. Counterparts; Electronic Signatures. This License may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Faxed, photocopied, or electronically transmitted signatures have the same effect as ink originals.

18. Successors and Assigns. Licensee agrees that this License and the rights and obligations hereunder are not transferrable or assignable without the express written consent of the City.

19. No Third-Party Beneficiaries. This License is made solely for the benefit of Licensee, and no other person shall have or acquire any right by virtue of this License.

20. California and U.S. Law; Fresno County Venue. This License concerns real property located in Fresno County, California and shall be construed and enforced in accordance with the laws of the State of California. Any action or proceeding arising out of or related to this License shall be filed and maintained solely in the state court with jurisdiction therefor sitting in Fresno County, California.

21. Time of the Essence. Time is of the essence of every provision of this License.

22. Authority. Each Party represents and warrants that it has the capacity and authority to enter into this License, and each person signing in a representative capacity represents and warrants that he/she is authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have executed this License as of the day and year first above written.

“The City”
City of Mendota

By: Cristian Gonzalez
Its: City Manager

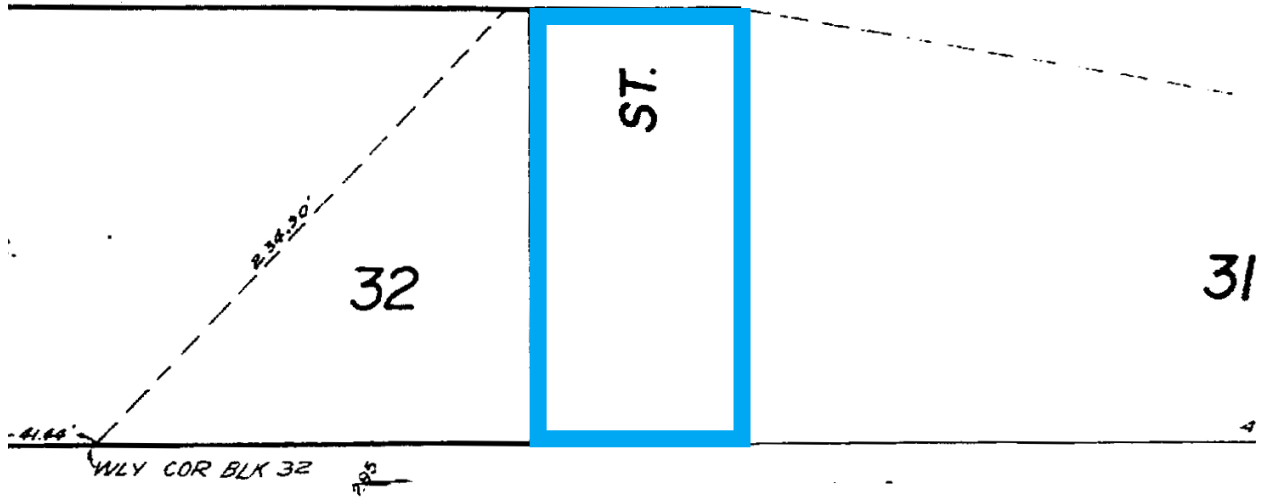
“Licensee”
Gonzalez Hall & Promotions, Inc.

By: Ramon Gonzalez
Its: President

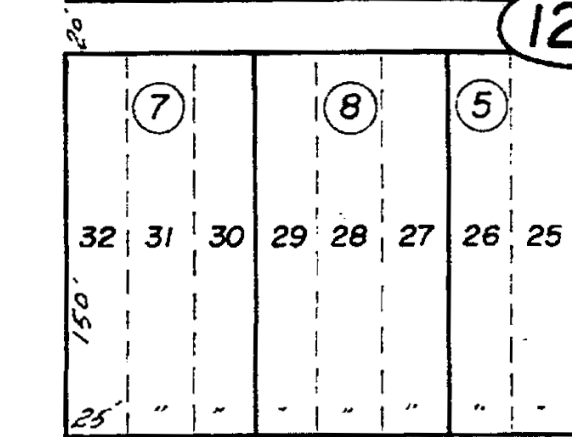
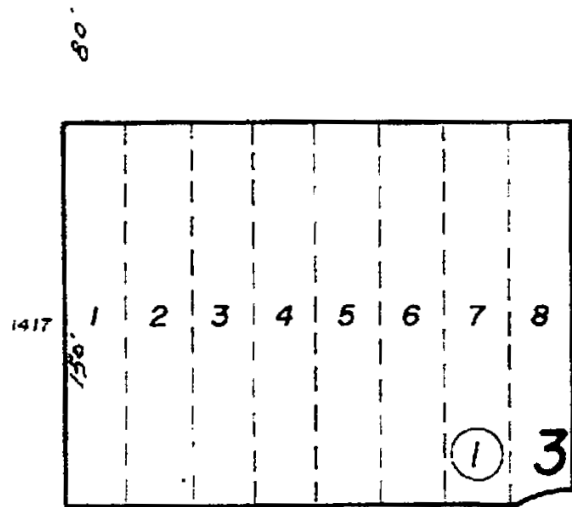
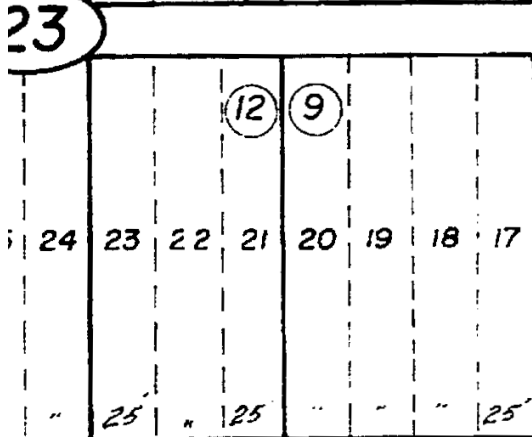
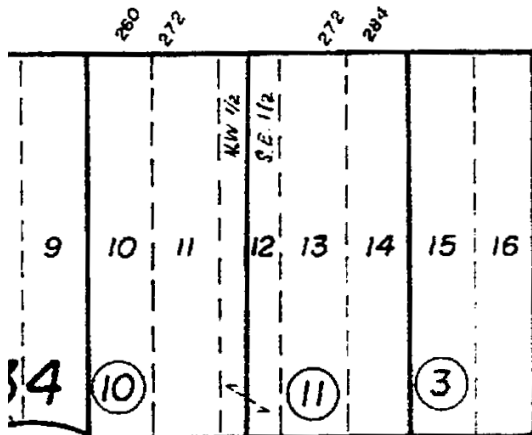
EXHIBIT A

The Property

ATTACHMENT A



NAPLES



THIRD

1466
1490

EXHIBIT B

Request for Proposals for the Lease of City Property for Industrial Uses



CITY OF
MENDOTA

REQUEST FOR PROPOSALS
FOR THE LEASE OF CITY PROPERTY
FOR INDUSTRIAL USES

Dated: December 14, 2018

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CITY OF
MENDOTA

I. INTRODUCTION

The City of Mendota is seeking proposals from qualified parties (“Respondents”) to lease certain City property consisting of approximately 13,624 ft² (170.3’ x 80’) located along Naples Street (the “Land”), identified below within “Attachment A”, attached hereto, in blue highlight and zoned as M-1 (Light Manufacturing District).

Respondents are encouraged to submit a proposal in accordance with the requirements set forth herein. The City will review all submitted proposals in accordance with the Selection Process & Criteria discussed below. If the City is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the lease will be documented in a formal Lease Agreement (the “Lease”) to be entered into by the City and the successful Respondent.

II. BACKGROUND

The City of Mendota has control and ownership of the property on Naples Street, constituting the official and technical terminus of Third Street, east of Naples Street. The property in question had been historically used as a storage yard for City equipment, including vehicles and heavy machinery, but has not been in active use for that purpose since the construction and utilization of more secure and appropriate facilities that serve the same purpose.

Due to a growing economy and the consequent demand for suitable industrial land for commercial purposes, the City Council is interested in leasing out this property to the most qualified and reliable Respondent. Therefore, the process will follow the Competitive Negotiation process as contained in Mendota Municipal Code Section 2.48.120.

III. THE PROPERTY

The Property consists of approximately 13,600 ft² located in the middle of the industrial section of the City, as depicted in “Attachment A”. It is zoned with the M-1 designation (Light Manufacturing District) and is has the General Plan Land Use Designation of Light Industrial.

The Property is surrounded by industrial, commercial, and high-density residential uses, including vacant land and an apartment complex to its west, a heavy truck parking facility to its northwest, the San Joaquin Valley Railroad to its north, northeast, and east, a petroleum storage and dispensary business to its southeast, and a commercial social hall to its south. All of these properties share the same zoning classification and General Plan Land Use Designation of Light Industrial.

The Land has no permanent buildings on site and will be provided without any improvements, with the exception that the City will waive all City costs related to procurement of the appropriate entitlement for the use of the Land.

IV. THE PROJECT

The City desires to lease the Property to an individual or entity capable of developing it for use in connection with approved commercial or industrial operations consistent with the surrounding uses and the City's General Plan.

The City envisions a development that is unique or otherwise fulfills a need, thereby diversifying the commercial portfolio of the community and provides residents and surrounding communities with a valuable service. The City desires an arrangement under which the Respondent, or its agent or successor in interest, will establish a use that improves that sector of the City. Special consideration will be given to a proposed project that attracts residents from outside communities to do business in Mendota.

V. GENERAL PROPOSAL REQUIREMENTS

While attempting to allow potential Respondents the ability to draft responses which meet their individual needs, the City wishes to provide some general guidelines regarding what it is looking for in a successful Respondent.

- The City seeks a responsible entity that will follow through with the entitlement process, development, and establishment of an accepted and successful use of the subject land.
- The City prefers someone that has experiencing developing land, completing projects, and successfully managing a business.

VI. SPECIFIC PROPOSAL REQUIREMENTS

The City encourages interested and qualified entities to submit proposals in response to this RFP. Multiple proposals of the use for the land from one entity are acceptable within one proposal. Proposals shall include the following:

- The term, in years, for which the Respondent is willing to lease the Land;
- The total amount Respondent is willing to pay, per year, to lease the Land;
- A detailed description of the proposed use, including business type, buildings planned (if any), ground surface to be constructed, fencing, security, and any other details you may deem appropriate for the City to determine the suitability of the use.

Additionally, proposals may include the following information:

- The square footage of the proposed project, including a planned full buildout timeframe;
- The number of individuals the Respondent anticipates to employ including how many of those will be Mendota residents;
- An explanation of how Respondent intends to incorporate local contractors and purchase goods and materials locally;
- An explanation of how Respondent intends to give back to worthwhile and positive community organizations;
- The estimated cost of the project in full buildout;

VII. SELECTION PROCESS & CRITERIA

After the deadline for submission, the City Manager, Finance Director, and Economic Development Manager will evaluate all timely and qualified proposals and score them on a scale of 1 to 100. Upon completion of the evaluation process, the City Manager will present the findings to the City Council at one of its regular or special meetings to select the winning Respondent. The City Council will consider and evaluate the proposals and render a final determination regarding whether to move forward with the lease. If asked to present their proposal to the City Council, Respondents should be prepared to discuss the proposal in detail and to answer questions from the Council and staff.

The following criteria will be used to select the Respondent to which the lease will be granted and will comprise the score that ranges from 1 to 100 for the purposes of qualifying each response:

- 50% of the score will be determined based on the Respondent's proposed cost of the lease and the length of the lease term;
- 30% of the score will be determined based on the suitability of the property for the designed use, the benefits it brings to the area and community, and the quality of the proposed project as a whole;
- 20% of the score will be determined by the quality of the Respondent's written proposal, their disposition towards hiring Mendota residents for construction and long-term operation of the business, and detail related to how their project will provide intangible benefits to the community.

If a Respondent is selected to undertake the project, the Respondent will be expected to:

- Enter into a Lease Agreement that includes, but is not limited to, at least, as a minimum, the term and yearly lease amount contained within their proposal, indemnifies the City to the extent allowable by law, and all other necessary

provisions and stipulations to make said Lease Agreement legally binding and enforceable;

- Work with City Staff to acquire the appropriate entitlements required to operate on the property;
- As part of the Agreement, pay all applicable Development Impact Fees and install pavement or another appropriate and durable material on the totality of the property, with all necessary and required appurtenances.

It is important to note that the successful Respondent will be expected to enter into a long-term Lease Agreement which will contain requirements related to performance and payment expectations. Violations of these are anticipated to be penalized, up to and including cancellation of the lease for actions that are detrimental to the City and its officers or the community as a whole.

VIII. PROPOSAL SUBMISSION

The City will begin accepting proposals when this RFP is issued, and will continue to accept proposals until 5:00pm on Friday, February 2, 2019. It is anticipated that the City Council will meet on February 13, 2019 for the purpose of considering the highest scoring proposal(s) submitted.

Proposals must be complete, clear, and concise. Submit the proposal in standard PDF format by e-mail attachment(s) to matt@cityofmendota.com, or by mail or delivery to the following address:

Mendota City Hall
Attn: Matt Flood, City Clerk
643 Quince St
Mendota, CA 93640

All proposals shall be sealed and clearly marked: "Proposal for Lease of Naples Property for Industrial Use." Respondents shall be solely responsible for ensuring its proposal arrives to the City by the deadline set forth above. The City shall not be responsible for any issues arising from mail delivery or circulation.

IX. LIMITATIONS AND CONDITIONS

1. The City reserves the right to reject any and/or all responses, or to withhold the award for any reason. The City may also waive or decline to waive irregularities in any response.
2. The City reserves the right to request additional information from any Respondent.

3. The City reserves the right to extend the deadline for submissions in response to this RFP.

4. The City reserves the right to waive any of the requirements of this RFP.

5. The City may begin negotiations with selected Respondents at the City's discretion. The City anticipates negotiations regarding lease terms to take place after the deadline for proposal submission. If negotiations are successful, the proposed Lease Agreement will be brought to the City Council for its consideration to approve.

6. Upon selection of a Respondent, the City shall provide a Lease and Development Agreement for the parties' execution which will set forth the terms of the lease and development.

7. This RFP and any statements made by City staff or representatives are not a contract or a commitment of any kind by the City and do not commit the City to award an exclusive negotiating agreement or constitute an offer to lease the Property.

8. Potential Respondents are responsible for all costs associated with preparing their submittal. No reimbursement will be made by the City for any cost incurred in preparation of the response to this RFP.

9. The issuance of this RFP does not constitute an agreement by the City that the City Council will approve any contract or that the City will enter into any contract.

10. Respondent's Duty to Investigate:

a. It is the sole responsibility of the Respondent to investigate and determine conditions of the Property, including existing and planned utility connections, the suitability of the conditions for any proposed improvements, the status of any hazardous material remediation, and the need for any additional remediation of the Property.

b. The information presented in this RFP and in any report or other information provided by the City is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The City and its employees and advisors provide no representations, assurances, or warranties pertaining to the accuracy of the information and no person responding to this RFP is entitled to rely upon any of the information provided.

11. All responses to this RFP shall become the property of the City. The City may use any and all ideas and materials included in any submittals, whether or not the respondent is selected to lease the property.

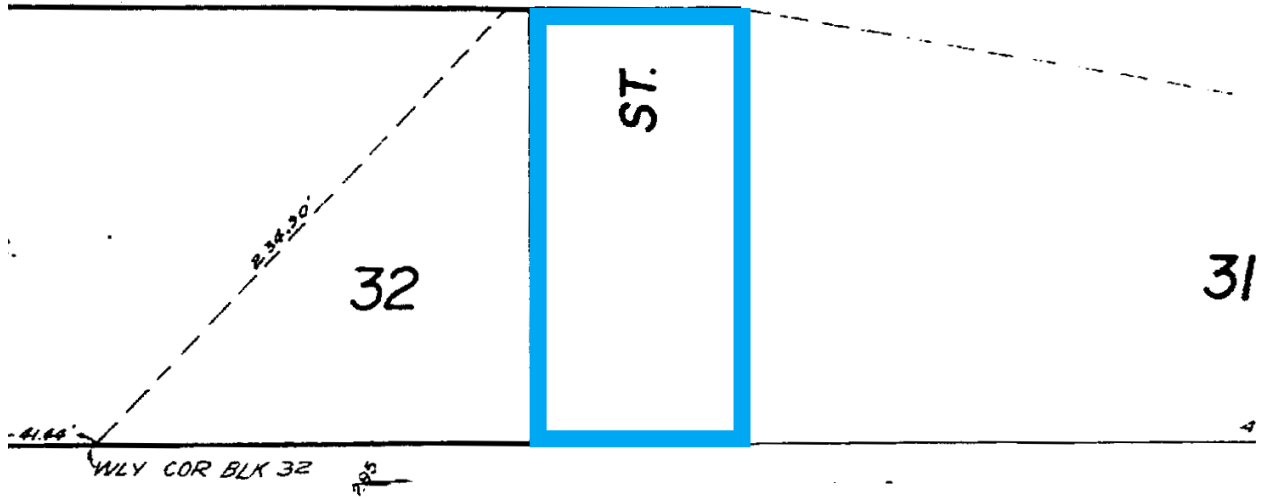
12. Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, California Government Code § 6250 *et seq.*, which generally mandates the disclosure of documents in the possession of the City

upon the request of any person, unless the content of the document falls within a specific exemption category.

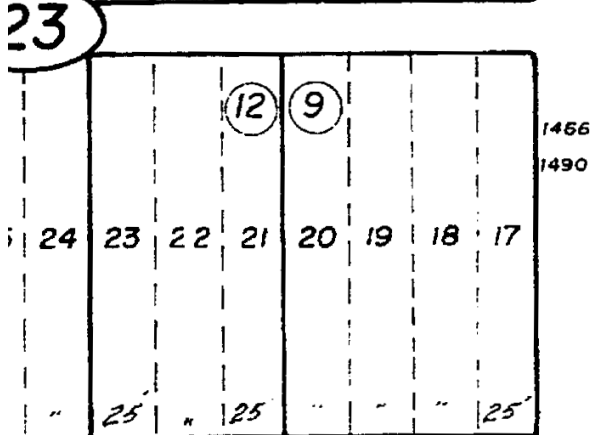
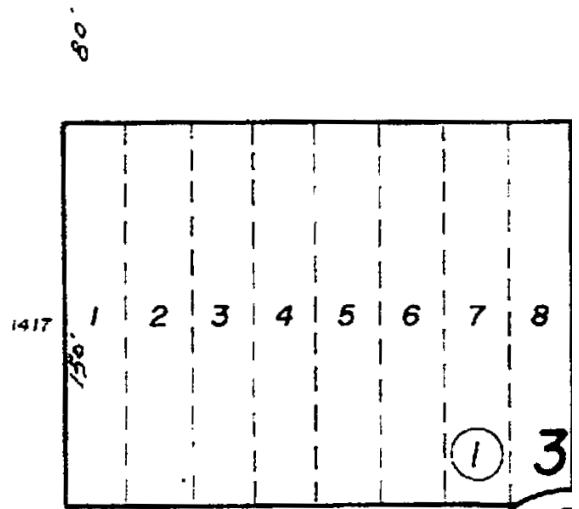
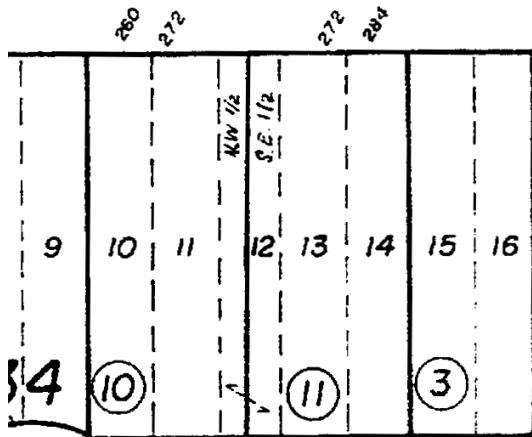
13. “As-Is” Property Condition. The Property will be leased to the successful Respondent in an “as-is” condition, without representation or warranty by the City as to physical or environmental conditions of the land or any existing structures. The City makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of construction of any work, development, construction, or occupancy of the Property. Respondents will be responsible for independently reviewing all available information that may be available about existing conditions, and undertaking independent analysis of site conditions, including any environmental, health, and/or safety issues.

14. The City will not pay for any broker’s commission and/or finder’s fee applicable to the lease of the Property. Therefore, any commission and/or finder’s fee to be paid to any broker or representative of the successful Respondent shall be paid directly by the successful Respondent by a separate arrangement which does not involve the City.

ATTACHMENT A



NAPLES



THIRD

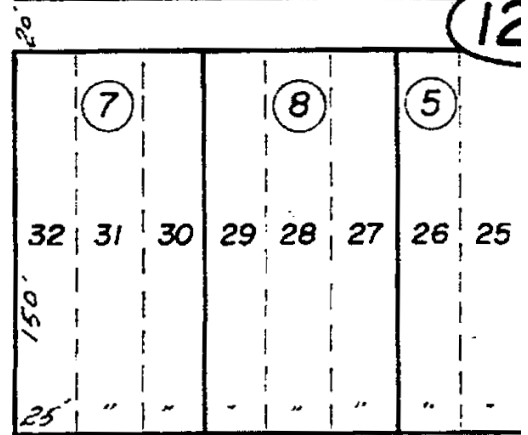


EXHIBIT C

Proposal of Gonzalez Hall & Promotions, Inc.



December 18, 2018

City of Mendota
643 Quince Street
Mendota, CA 93640

RE: Property on Naples

To whom it may concern:

Please accept this proposal as our intent to rent the above mentioned property.

We are willing to pay \$200.00 per month for a term of 50 years.

Our intent is to use the property for parking space as it is conveniently close to our social hall located at 1417 3rd Street.

We will level and put base rock or asphalt on to the property and stripe it properly for parking

We will also install a wrought iron fence in the front with an electric gate door.

Sincerely,

Ramon Gonzalez
Ramon Gonzalez/President
Gonzalez Hall & Promotions, Inc.

Attachment

GONZALEZ HALL & PROMOTIONS INC.

1417 3rd Street . Mendota, CA 93640 . Phone 559.655.3739 . Fax 559.655.2115

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: THE APPROVAL OF THE REINSTATEMENT OF THE FINANCE OFFICER POSITION
DATE: MAY 14, 2019

ISSUE

Should the Mendota City Council approve the reinstatement of the Finance Officer position?

BACKGROUND

This item was originally presented to council on May 9, and while there appeared to be overall support for the item, council requested that we bring back the item with more information, which has been added to this report. The City of Mendota terminated its contract with its grant writer a couple of months ago, due to poor performance. Additionally, the management team has gotten smaller due to the departure of our Economic Development/City Clerk Director, creating a need for an existing manager to absorb some of the grant management duties. As such management is proposing to do more grant work in house, and due to the Finance Administrative Supervisor volunteering to expand her duties and her knowledge and experience in the area of grant writing and administration, the City Manager has been receptive to reclassifying the Finance Administrative Supervisor’s position to Finance Officer in order to reduce cost for the City in contracting grant writing services, while creating a much more efficient organizational chart.

ANALYSIS

The Finance Officer position was last reflected on the city’s salary schedule in 2002. The salary reflected in 2002 was updated to reflect what it would be today.

The current salary for the Finance Administrative Supervisor is listed below:

Position Hourly Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Finance Administrative Supervisor	19.82	20.82	21.86	22.95	24.10	25.30	26.57	27.90	29.29	30.75

The proposed salary for the Finance Officer is listed below:

Position Hourly Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Finance Officer	23.31	24.47	25.70	26.98	28.33	29.75	31.23	32.80	34.44	36.16

The job classification of Finance Officer is attached as Exhibit A.

HISTORICAL ANALYSIS

Since 2011, the City of Mendota has spent \$190,996.00 on grant writing consultants. Here is the breakdown of each fiscal year:

Fiscal Year	Company	Payments
2011/2012	California Consulting	\$ 33,315.14
2012/2013	None	
2013/2014	None	
2014/2015	Acquistion Partners of America, LLC	\$ 15,750.00
2015/2016	Acquistion Partners of America, LLC	\$ 34,206.13
	Townsend Public Affairs, Inc.	\$ 1,000.00
	California Consulting	\$ 1,750.00
2016/2017	Townsend Public Affairs, Inc.	\$ 42,000.00
2017/2018	Townsend Public Affairs, Inc.	\$ 29,750.00
	Granted Solutions	\$ 5,057.24
2018/2019	Granted Solutions	\$ 28,167.17
		\$ 190,995.68

California Consulting is the grant writing company that Mendota Unified School District contracts with for grants. The City of Mendota did have a contract with California Consulting in 2011/2012. There was no satisfaction and the contract was terminated. The City did not have any grant consulting firms for the next two fiscal years. But since 2014, the City has attempted to have a contracted grant writing consultant for two fiscal years but there is no performance and the contracts are terminated.

I researched information regarding grant writing. Here is the following information for the cost of writing one single grant:

Company	Service	Cost of Service
Grant Management Associates	Single Grant	\$5,000-\$8,500 for State/\$7,500-\$15,000 for Federal
Morrison and Company	Single Grant	\$24,375 (125 hours @ \$195/hr)
California Consulting	Single Grant	\$9,000-\$12,000 over \$250,000

FISCAL IMPACT:

The fiscal impact of reclassifying the Finance Administrative Supervisor’s position to Finance Officer approximately \$9,000 in salary costs. Overall, when considering the \$36,000 in savings from not contracting a grant writer, the City will have an approximate savings of \$26,000.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving the reinstatement of the Finance Officer position with attached job description and recommended salary schedule.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE REINSTATEMENT OF THE FINANCE
OFFICER POSITION**

RESOLUTION NO. 19-34

WHEREAS, duties and responsibilities for positions within Departments throughout the City change and evolve over time; and

WHEREAS, respective Leaders within City Management request and recommend the new position of Finance Officer; and

WHEREAS, the duties and responsibilities of the Finance Officer position have been evaluated by the City Manager to establish the appropriate placement on the respective pay scale; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mendota that the Finance Officer position is hereby reinstated with the job description attached as "Exhibit A"; and

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Mendota that the salary schedule is hereby revised as illustrated on "Exhibit B".

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14th day of May, 2019, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

Exhibit A

FINANCE OFFICER
Full-Time Permanent (FLSA Exempt)

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

POSITION SUMMARY:

This position reports to the Finance Officer and serves as the Finance Director in his/her absence. The incumbent is responsible for managing and directing the Finance Department to plan, organize, and direct daily activities, ensuring optimum effectiveness, and productivity. Under general direction, identifies funding sources and prepares applications for grants processes awarded grants and performs related work as required.

SUPERVISED BY: Finance Director

JOB SCOPE: Supervisory Responsibilities: Supervision of Finance Department staff.

BARGAINING UNIT: Unrepresented Management

PRINCIPAL DUTIES AND RESPONSIBILITIES:

The following duties and responsibilities are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

DISTINGUISHING CHARACTERISTICS

The Finance Officer performs a variety of specialized administrative support assignments, including responsibilities in the area of budget monitoring, contract administration, and grant administration. Exercises independent judgment in the preparation for applying for new federal, state, and local funding opportunities and for maintaining eligibility for existing grants. Incumbents must have knowledge of governmental accounting systems, as well as excellent written, verbal, analytical, and interpersonal skills.

This level is distinguished from the next higher level position by the scope of finance support responsibilities performed at this level.

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES:

(The following is used as a partial description and is not restrictive as to duties required.)

- Assist the Finance Director in managing and directing the Finance Department
- Assist in developing department goals and objectives
- Assist in the development of and implementation of City policies, procedures and licensing
- Plan, organize and direct the activities of central accounting, payroll, treasury, utility billing, collections, purchasing, inventory and grants administration
- Plans, directs and participates in the audit of all financial transactions and expenditure of appropriated funds
- Ensures the integrity of the City internal control improvement program
- Plans and directs the preparation of the comprehensive annual financial report

- Supervises and coordinates the preparation of all budgets and financial plans, develops forecasts to project the future needs related to staffing, equipment, materials, services and supplies
- Administers the annual budget upon adoption
- Recommend the appointment of personnel
- Provide or coordinate staff training
- Conduct performance evaluations
- Implement discipline procedures as required
- Maintain discipline and high standards necessary for the efficient and professional operation of the Finance Department
- Provide administrative support to the Finance Director
- Assist with special projects as assigned
- Prepare complex and sensitive reports for various state and federal agencies
- Represent the Finance Department to outside groups and organizations
- Participate in outside community and professional groups and committees
- Provide technical financial assistance as necessary
- Research, prepare and present technical and administrative reports to Council, commissions and committees
- Build and maintain positive working relationships with the Management Team, Mayor, City Council, co-workers, other City employees and the public using principles of good customer service
- Identifies potential sources of funding from federal, state, and local sources
- Prepares and reviews grant applications and supporting documentation to ensure compliance with funding requirements, including researching demographic and statistical data necessary for the applications
- Handles public relations activities, including press releases meets with representatives of other public agencies, individuals, or groups in the development or promotion of the City's funding efforts
- Contacts and appears before state and local elected officials to obtain support for various proposals, projects, or legislative actions prepares reports and appears before City Council for application approval and/or expenditure authority
- Performs various duties and special projects at the discretion of the Department Director's designee
- Performs related work as required

TYPICAL QUALIFICATIONS:

Typical Physical Requirements

Sit for extended periods frequently stand and walk normal manual dexterity and eye-hand coordination lift and move objects weighing up to 25 lbs. corrected hearing and vision to normal range verbal communication use of office equipment, including computer, telephone, calculator, copiers, and FAX.

Typical Working Conditions

Work is performed in an office environment, continuous contact with other staff and the public.

DESIRABLE QUALIFICATIONS:

Knowledge of:

- Extensive knowledge of the modern principles and practices of public finance administration with particular reference to budgeting, accounting and auditing, taxation, and revenue management
- Thorough knowledge of local ordinances and state and federal laws governing the financial administration of the City government
- Thorough knowledge of fund and grant accounting and reporting

- Knowledge of data processing concepts
- Thorough understanding of internal control concepts
- Considerable knowledge of the functions, organization, staffing and operations of the various City departments

Ability to:

- Ability to compile and analyze financial reports and make revenue estimates within reasonable limits
- Ability to prepare and administer a budget and analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of Council priorities
- Ability to select, train, assign and supervise employees
- Ability to present reports and express ideas clearly and concisely, orally and in writing
- Ability to establish and maintain effective working relationships with other City officials, employees, and the public
- Locate federal, state, and local sources of funding
- Understand the principles and practices of public funding, as well as, management techniques and procedures
- Initiate and analyze financial data in conjunction with grant management
- Interpret and apply complex regulations, legislation and guidelines
- Establish and maintain effective working relationships with those contacted in the course of work
- Express ideas and recommendations effectively in oral and written form

Special Requirements:

- Possession of valid California Driver License

EDUCATION AND EXPERIENCE/TRAINING

Any combination of experience and training that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Education/Training:

Completion of a Bachelor's degree in accounting, business administration, or related field and at least five years of experience in municipal accounting and fiscal management including two years of supervisory or administrative experience. Master's degree in business or public administration is desired.

Experience:

Three years of increasingly responsible experience performing a variety of administrative and analytic work for a municipal agency.

PHYSICAL DEMANDS AND WORKING CONDITIONS:

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform these essential job functions.

Environment: Majority of work is performed both in an office and outdoor environment with some travel from site to site exposure to varying temperatures and weather conditions continuous contact with staff and regular contact with the public.

Physical: Frequently stand and walk sit for extended periods stoop, bend over, and kneel sufficient manual dexterity and eye-hand coordination to work with special equipment during emergency situations lift and move objects weighing up to 35 pounds, with assistance maintain corrected hearing and vision to normal range verbal communication use of office equipment, including computers, telephones, calculators, copiers, and FAX.

ACKNOWLEDGMENT

I acknowledge that I have read the job description and requirements for the Finance Officer position and I certify that I can perform these functions.

Applicant Print Name

Applicant Signature

Date

Witness Print Name

Witness Signature

Date

Exhibit B

CITY OF MENDOTA

Salary Schedule (Hourly Wages)

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Assistant I	12.4442	13.0664	13.7197	14.4057	15.1260	15.8823	16.6764	17.5102	18.3857	19.3050
Administrative Assistant II	13.7028	14.3879	15.1073	15.8627	16.6558	17.4886	18.3630	19.2812	20.2452	21.2575
Administrative Assistant III	14.6379	15.3698	16.1383	16.9452	17.7925	18.6821	19.6162	20.5970	21.6269	22.7082
Chief Plant Operator*	32.0664	33.6697	35.3532	37.1208	38.9768	40.9256	42.9719	45.1205	47.3765	49.7454
City Clerk*	25.8037	27.0939	28.4486	29.8710	31.3646	32.9328	34.5795	36.3084	38.1239	40.0301
Economic Development Manager/City Clerk*	29.9499	31.4474	33.0198	34.6708	36.4043	38.2245	40.1357	42.1425	44.2497	46.4621
City Manager*	Negotiated Contract									
Community Service Officer	13.7028	14.3879	15.1073	15.8627	16.6558	17.4886	18.3630	19.2812	20.2452	21.2575
Finance Director/Assistant City Manager*	42.5913	44.7209	46.9569	49.3048	51.7700	54.3585	57.0764	59.9302	62.9268	66.0731
Finance Officer*	23.3079	24.4733	25.6970	26.9818	28.3309	29.7474	31.2348	32.7966	34.4364	36.1582
Finance Administrative Supervisor*	19.8248	20.8161	21.8569	22.9497	24.0972	25.3021	26.5672	27.8955	29.2903	30.7548
Director of Administrative Services*	30.3108	31.8264	33.4177	35.0886	36.8430	38.6852	40.6194	42.6504	44.7829	47.0220
Public Works Director and Planning*	44.3069	46.5222	48.8484	51.2908	53.8554	56.5482	59.3756	62.3444	65.4616	68.7347
Public Works Superintendent*	29.0851	30.5394	32.0664	33.6697	35.3532	37.1209	38.9769	40.9257	42.9720	45.1206
Public Utilities Director*	34.4171	36.1380	37.9449	39.8421	41.8343	43.9260	46.1223	48.4284	50.8499	53.3923
Public Utilities Superintendent*	29.0851	30.5394	32.0664	33.6697	35.3532	37.1209	38.9769	40.9257	42.9720	45.1206
General Maintenance Worker I	13.9820	14.6811	15.4152	16.1859	16.9952	17.8450	18.7372	19.6741	20.6578	21.6907
Maintenance Worker I	13.9820	14.6811	15.4152	16.1859	16.9952	17.8450	18.7372	19.6741	20.6578	21.6907
Maintenance Worker II	16.1738	16.9825	17.8316	18.7232	19.6594	20.6424	21.6745	22.7582	23.8961	25.0909
Maintenance Worker III	17.0695	17.9230	18.8191	19.7601	20.7481	21.7855	22.8748	24.0185	25.2194	26.4804
Utility Worker I	12.6809	13.3149	13.9807	14.6797	15.4137	16.1844	16.9936	17.8433	18.7354	19.6722
Utility Worker II	13.3235	13.9897	14.6892	15.4236	16.1948	17.0045	17.8548	18.7475	19.6849	20.6691
Utility Worker III	14.7453	15.4826	16.2567	17.0695	17.9230	18.8192	19.7601	20.7481	21.7855	22.8748
Groundskeeper	13.3235	13.9897	14.6892	15.4236	16.1948	17.0045	17.8548	18.7475	19.6849	20.6691
Public Utilities Foreman	19.9213	20.9174	21.9632	23.0614	24.2145	25.4252	26.6965	28.0313	29.4329	30.9045
Public Works Foreman	19.9213	20.9174	21.9632	23.0614	24.2145	25.4252	26.6965	28.0313	29.4329	30.9045
Police Records Manager*	16.1440	16.9512	17.7988	18.6887	19.6232	20.6044	21.6346	22.7163	23.8521	25.0447
Police Records Clerk	12.4442	13.0664	13.7197	14.4057	15.1260	15.8823	16.6764	17.5102	18.3857	19.3050
Police Officer	19.9425	20.9396	21.9866	23.0860	24.2403	25.4523	26.7249	28.0612	29.4642	30.9374
Police Corporal	20.9457	21.9930	23.0927	24.2473	25.4597	26.7327	28.0693	29.4728	30.9464	32.4937
Police Sergeant	22.6029	23.7331	24.9198	26.1658	27.4741	28.8478	30.2902	31.8047	33.3949	35.0647
Police Lieutenant*	33.9700	35.6685	37.4519	39.3245	41.2908	43.3553	45.5231	47.7993	50.1892	52.6987
Police Chief*	40.5246	42.5509	44.6784	46.9124	49.2580	51.7209	54.3069	57.0223	59.8734	62.8671
Water/Wastewater Operator I	16.1857	16.9950	17.8447	18.7370	19.6738	20.6575	21.6904	22.7749	23.9136	25.1093
Water/Wastewater Operator II	20.6574	21.6903	22.7748	23.9135	25.1092	26.3647	27.6829	29.0670	30.5204	32.0464

Created: 06/2013
 Revised: 07/2013
 Revised: 11/2013
 Revised: 12/2013
 Revised: 06/2014
 Revised: 08/2014
 Revised: 07/2015
 Revised: 01/2016
 Revised: 03/2016
 Revised: 07/2016
 Revised: 07/2016 pt. 2
 Revised: 07/2017
 Revised: 07/2017 pt. 2
 Revised: 07/2018
 Revised: 01/2019
 Proposed 4/2019

*Remove in 2020

*Remove in 2021

*Remove in 2022

*Member of Management

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: PROPOSED AMENDMENTS TO THE MENDOTA MUNICIPAL CODE TO REGULATE SIDEWALK VENDORS IN ACCORDANCE WITH SB 946

DATE: MAY 14, 2019

BACKGROUND:

On September 17, 2018, Governor Brown signed Senate Bill No. 946 (“SB 946”) into law. The new law establishes standards for the local regulation of “sidewalk vendors,” which are defined as any “person who sells food or merchandise from a . . . nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.” (Govt. Code § 51036(a).) Under the new law, a “local authority shall not regulate sidewalk vendors except in accordance” with SB 946. (§ 51037(a).) Among other things, the new law provides:

- Regulation of sidewalk vendors generally must be directly related to objective health, safety, or welfare concerns, which do not include perceived community animus or economic competition;
- Sidewalk vendors generally may not be prohibited, except in the area of a farmers’ market, swap meet, or temporary special permit;
- Specific requirements apply to the regulation of sidewalk vendors in public parks;
- Consent of non-governmental entity or individual may not be required as a prerequisite to operation;
- A permit or business license requirement may only be imposed if a social security number is not required to obtain the permit or license; and
- Failure to comply with sidewalk vending regulations may only be punished as specified in SB 946.

The Mendota Municipal Code (“MMC”) regulates sidewalk vendors in Chapter 5.28 (itinerant food vendors) and Chapter 5.32 (itinerant merchandise vendors). Notably, the City’s regulations apply to *both* motorized vendors (which are not covered under SB 946) and non-motorized vendors (which are).

After Council discussion, the City Attorney's office was directed to prepare amendments to the MMC's itinerant vendor regulations in accordance with SB 946.

DISCUSSION:

The proposed amendments make the following changes to the MMC:

- Repeals the existing provisions of Title 5, Chapter 5.28 (Itinerant Food Vendors) in their entirety and replaces them with new regulations applicable to “sidewalk vendors” consistent with the requirements of SB 946:
 - Requires a sidewalk vending permit, along with payment of an application fee and a permit fee to cover processing and regulatory expenses;
 - Establishes operating requirements for sidewalk vendors in accordance with SB 946; and
 - Establishes enforcement mechanisms in accordance with SB 946.
- Amends Title 5, Chapter 5.32 (Itinerant Merchandise Vendors) to regulate “motorized itinerant vendors” and incorporates many of the provisions deleted from former Title 5, Chapter 5.28 (Itinerant Food Vendors). These changes are designed to combine the City's existing regulations for itinerant merchandise vendors and itinerant food vendors while clarifying that they may be applied when the activity involves a “motorized unit” not subject to SB 946:
 - Creates a new classification of “motorized itinerant vendors,” which are defined to mean “a person, other than a sidewalk vendor, engaged in the business of selling food, goods, wares, merchandise or any other thing of value from a motorized unit;”
 - Deletes the provisions formerly applicable to “itinerant merchandise vendors;”
 - Reincorporates most of the requirements from former Title 5, Chapter 5.28 (Itinerant Food Vendors) but modifies them to apply to “motorized itinerant vendors” only; and
 - Modifies the procedures for revoking a permit to ensure due process.
- Amends Title 5, Chapter 5.04 (Business Licenses and Regulations Generally) for consistency with the above changes;
 - Deletes the definition for “itinerant food vendor;”
 - Adds a definition for “motorized itinerant vendor;”
 - Deletes the definition for “peddler;” and

- Adds a definition for “sidewalk vendor.”
- Amends Section 5.04.060 of Title 5, Chapter 5.04 (Business Licenses and Regulations Generally) to replace the reference to “peddler” with a reference to “sidewalk vendor;”
- Deletes Section 5.04.340 of Title 5, Chapter 5.08 (Business License Fees) which established the amount of the business license fee for “peddlers;”
- Amends Section 5.08.230 of Title 5, Chapter 5.08 (Business License Fees) to replace references to “itinerant vendor” with “motorized itinerant vendor;” and
- Deletes Section 10.20.020 of Title 10, Chapter 10.20 (Miscellaneous Traffic Regulations), which established requirements for the parking of “temporary facilities” used in connection with “itinerant vendors.”

FISCAL IMPACT:

The City will likely incur additional costs to the extent these amendments prompt additional sidewalk vending and associated regulatory oversight. However, any increased costs will largely be offset by increased revenue from business license fees, and by a new sidewalk vending permit fee, which will be specifically designed to recover the increase costs associated with regulating sidewalk vendors.

RECOMMENDATION:

Staff recommends that that City Council move to introduce the Ordinance No. 19-05 and give first reading, by title only, with second reading waived.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
THE MENDOTA MUNICIPAL CODE TO
REGULATE SIDEWALK VENDORS IN
ACCORDANCE WITH SB 946**

ORDINANCE NO. 19-05

WHEREAS, the City of Mendota (City) is responsible for enforcing laws and regulations for the health and safety of the City's residents;

WHEREAS, Senate Bill ("SB") 946 was signed into law on September 17, 2018, and became effective January 1, 2019;

WHEREAS, SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with California Government Code Sections 51038 and 51039;

WHEREAS, the City Council finds that the establishment of a sidewalk vending program will benefit the City as a whole by facilitating entrepreneurship and providing economic opportunity for people to support themselves and their families, and by contributing to a diversity of food options and lively streets;

WHEREAS, the City Council finds that the act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards, such as, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic;

WHEREAS, the City Council finds that restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services;

WHEREAS, the City Council finds that the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning;

WHEREAS, the City Council finds that regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant;

WHEREAS, the City Council finds that restrictions on sidewalk vending in public parks are necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks;

WHEREAS, the City Council finds that restrictions on sidewalk vending in residential areas are necessary to ensure that such areas are protected from excessive noise and traffic impacts while allowing economic opportunities for sidewalk vendors;

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses, and visitors;

WHEREAS, all legal prerequisites to the adoption of this Ordinance have occurred; and

WHEREAS, the City Council of the City of Mendota hereby finds and determines that all of the above Recitals are true and correct.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Section 3 of this ordinance replaces Title 5, Chapter 5.28 in its entirety to establish regulations for sidewalk vendors in accordance with SB 946. Section 4 amends Title 5, Chapter 5.32 to incorporate deleted provisions of former Title 5, Chapter 5.28 and to clarify that the chapter, as amended, does not apply to sidewalk vendors. Sections 5, 6, 7, 8, and 9 amend various provisions for consistency with the above changes.

SECTION 3. Title 5, Chapter 5.28 of the Mendota Municipal Code is hereby amended to read as follows:

Chapter 5.28 – SIDEWALK VENDORS

5.28.010 – Definitions

The following words and phrases, whenever used in this chapter, shall mean as follows:

“Certified farmers’ market” shall mean a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

“City Manager” shall mean the City Manager of the City of Mendota, or his or her designee.

“Person” shall mean one or more individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnerships, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.

“Roaming sidewalk vendor” shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk vendor” shall mean a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path. A motorized itinerant vendor is not a sidewalk vendor.

“Stationary sidewalk vendor” shall mean a sidewalk vendor who sells from a fixed location.

“Swap meet” shall mean a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

“Temporary special permit” shall mean a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, city or privately sponsored filming, parades, or outdoor concerts.

“Sell” or “selling” shall mean to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.

“Vending cart” shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for selling, whether mobile or stationary, that is not a vehicle as defined in the California Vehicle Code.

5.28.020 – Permit Required

No person shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this chapter.

5.28.020 – Sidewalk Vending Permit Application

- A. To apply for a sidewalk vending permit, a person must file an application with the City Manager accompanied by a nonrefundable application processing fee in an amount established by resolution of the City Council. The application shall be in a form prescribed by the City Manager and shall contain, at a minimum, the following:
1. The legal name and current address and telephone number of the applicant;
 2. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
 3. A description of the food or merchandise offered for sale;
 4. A description of the area(s) and time(s) the applicant intends to operate;
 5. Whether the applicant intends to operate as a stationary sidewalk vendor and/or a roaming sidewalk vendor;
 6. Sufficient information to determine whether the applicant will comply with the operating requirements set forth in Section 5.28.080.
 7. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
 8. Certification by the applicant that the information contained in the application is true to his or her knowledge and belief;
 9. If a vendor of food or food products, certification of completion of a food handler course and proof of all required approvals from the Fresno County Department of Public Health;
 10. Proof of liability insurance; and
 11. Any other reasonable information regarding the time, place, and manner of the proposed vending.
- B. If the application requests the applicant's social security number, the applicant may, in lieu of providing a social security number, provide a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number. The number collected shall not be available to the public for inspection, is confidential, and

shall not be disclosed except as required to administer the permit or licensure program or comply with a state law or state or federal court order.

5.28.030 – Sidewalk Vending Permit Fee

Prior to the issuance of a sidewalk vending permit, all applicants shall pay a nonrefundable sidewalk vending permit fee in an amount established by resolution of the City Council.

5.28.040 – Criteria for Approval or Denial of Permit

The City Manager shall approve the issuance of a permit unless he or she determines that:

- A. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;
- B. The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents;
- C. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in section 5.28.090; or
- D. The applicant has failed to pay the sidewalk vending permit fee required pursuant to section 5.28.030
- E. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this chapter.

If the permit is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

5.28.050 – Permit Expiration and Renewal

A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

5.28.060 – Permit Rescission

The City Manager may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this Chapter. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.

5.28.070 – Appeals

Any person aggrieved by the decision of the City Manager to issue, deny issuance, or rescind a sidewalk vending permit may appeal the decision to the City Council. The appeal shall be filed with the City Clerk within fourteen (14) days following the date of the City Manager’s decision.

5.28.080 – Permits Nontransferable

No permit granted pursuant to this chapter shall be transferable.

5.28.090 – Operating Requirements

Sidewalk vendors shall comply with the following:

A. No sidewalk vendor shall vend in the following locations:

1. Within fifteen (15) feet of any street intersection;
2. Within ten (10) feet of any fire hydrant, fire call box, or other emergency facility;
3. Within ten (10) feet of any driveway or driveway apron;
4. Upon or within any roadway, median strip, or dividing section;
5. Upon or within any parkway or landscaped areas lacking paved pathways for travel;
6. Within 500 feet of a permitted certified farmers’ market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers’ market or swap meet, or the limited duration of the temporary special permit;
7. Within 500 feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
8. In any City parking lot;
9. On private property without the consent of the property owner.

B. No sidewalk vendor shall sell in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three (3) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices;

- C. Sidewalk vending is only permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:
1. In residential areas, sidewalk vending shall only be permitted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays.
 2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
 3. In park areas, sidewalk vending shall be permitted only during hours when the park is open to the public.
- D. Stationary sidewalk vendors shall not sell in areas that are zoned exclusively residential.
- E. Stationary sidewalk vendors shall not sell at any park where the City has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- F. Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location.
- G. Vendors of food or food products shall possess and display in plain view on the vending cart a valid Public Health Permit from the Fresno County Department of Public Health.
- H. Sidewalk vendors shall possess at all times while selling a valid sidewalk vendor permit issued pursuant to this chapter, as well as any other permit or license required by the City and any other appropriate governmental agency.
- I. Sidewalk vendors shall possess at all times while selling proof of current liability insurance.
- J. Sidewalk vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).
- K. Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall

become a permanent fixture on any site or be considered an improvement to real property.

5.28.100 – Administrative Citations

- A. A violation of this chapter by a sidewalk vendor who has a valid sidewalk vending permit from the City is punishable only by an administrative citation in amounts not to exceed the following:
 - 1. One hundred dollars (\$100) for a first violation.
 - 2. Two hundred dollars (\$200) for a second violation within one year of the first violation.
 - 3. Five hundred dollars (\$500) for each additional violation within one year of the first violation.

- B. A person engaged in sidewalk vending without a valid City sidewalk vending permit is punishable by an administrative citation in amounts not to exceed the following, in lieu of the amounts set forth in paragraph A:
 - 1. Two hundred fifty dollars (\$250) for a first violation.
 - 2. Five hundred dollars (\$500) for a second violation within one year of the first violation.
 - 3. One thousand dollars (\$1,000) for each additional violation within one year of the first violation.
 - 4. Upon proof of a valid sidewalk vending permit issued by the City, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in paragraph A.

- C. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

- D. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

- E. When assessing administrative citations pursuant to this section, the hearing officer shall take into consideration the person's ability to pay the fine. The City shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment

remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

- F. If the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, the City shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this chapter.
- G. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition.

SECTION 4. Title 5, Chapter 5.32 of the Mendota Municipal Code is hereby amended as follows:

Chapter 5.32 – MOTORIZED ITINERANT VENDORS

5.32.010 – Definitions

For the purposes of this chapter, the following words have the meanings set out in this section:

“Motorized itinerant vendor” means a person, other than a sidewalk vendor, engaged in the business of selling food, goods, wares, merchandise or any other thing of value from a motorized vehicle or mobile unit.

“Merchandise” means any item of personal property whether tangible or intangible, or any service capable of sale.

“Nonprofit organization” means an organization which is capable of being so designated under the rules and regulations of the Internal Revenue Service.

(Ord. 91-04 § 8, 1991: prior code § 6.09.001)

~~5.32.020 – Prohibition.~~

~~It is unlawful for any itinerant vendor to sell merchandise at any time within the city limits on~~

- ~~A. Any street, sidewalk or other public way;~~
- ~~B. Any publicly owned property;~~
- ~~C. Any open lot or field whether publicly or privately owned; and~~
- ~~D. Privately owned property where such sales take place out of doors.~~

~~It is unlawful to sell any agricultural products, specifically including fruit, nuts, flowers or live plants within the city limits of the City of Mendota under this chapter.~~

~~(Prior code § 6.09.002)~~

~~(Ord. No. 09-09, § 1, 7-28-2009)~~

5.32.030 – Exceptions.

The following activities or entities shall not be subject to the provisions of Section 5.32.020:

- A. ~~Nonprofit organizations provided they sell only during civic-sponsored or authorized festivals, events or holiday periods and they do the following:
 1. Obtain a permit from the City Hall specifying the items to be sold, the dates of sale and the location where the sale is to be held, and
 2. Sell only in areas designated by the city for such sales;~~
- B. ~~Garage or yard sales which a person conducts on or at his residence provided such person complies with all other regulations of the city;~~
- C. ~~Sidewalk type sales of local business conducted on their own property adjacent to the structure in which their regular business is conducted;~~
- D. ~~Any activity covered under Chapter 5.28.~~

(Prior code § 6.09.003)

5.32.040 – Violation – Penalty.

~~Any person or entity violating the provisions of this chapter shall have committed an infraction and will be subject to the general penalty provisions of Chapter 1.20 of this code.~~

(Prior code § 6.09.004)

5.32.020 – Permits

All motorized itinerate vendor equipment and vehicles must be inspected and approved by the local health officer prior to the issuance or renewal of a motorized itinerate vendor permit and such permit shall be displayed in plain sight on the vehicle. The permit fee for an annual permit shall be set by resolution of the City Council. Permits shall be issued for a period of one year. The application fee for an annual permit shall be set by resolution of the City Council.

5.32.030 – Number of permits issued

One motorized itinerant vendor permit shall be issued for each one thousand five hundred (1,500) residents or a portion thereof, in the City, as established by an official census.

5.32.040 – Issuance of new permits

New motorized itinerant vendor permits shall be issued to the person who applied for a motorized itinerant vendor's license for the longest period of time. If there is no such person or it is impossible to determine the identity of that person, the new permittee shall be chosen by lot. Permit renewals shall be issued consistent with the provisions of Section 5.28.060.

5.32.050 – Notices when less than all permits are issued

Whenever there are less than the maximum number of motorized itinerant vendor permits issued in the City, the City Clerk shall post notice in City Hall, mail notice to any person who held a permit during the prior year who failed to renew that permit, and mail notice to persons who made written request for such notice and paid a fee of five dollars (\$5.00) to cover processing costs. Written requests for notice more than twelve (12) months old will not be honored.

5.32.060 – Priority to existing permits

Persons holding a motorized itinerant vendor permit shall have priority on the reissuance and renewal of their permits subject to the following conditions:

- A. The permittee shall have complied with all provisions of this code with respect to the operation of the motorized unit;
- B. The motorized unit shall have been approved by the local health officer; and
- C. The permittee shall have actively exercised the permit during the prior permit period by operating in the city during substantially all of the permit period.

5.32.070 – Sitting and outdoor seating

- A. The motorized unit shall not be located closer than fifty (50) feet from a permitted restaurant. Disposal of grease shall conform to all applicable health and safety requirements.
- B. The permittee may, by application for an encroachment permit and payment of required fees, request the city's approval for a temporary street-side location for its motorized unit. In addition, the permittee may, by application for an encroachment permit, and payment of required fees, request the City's approval for the temporary placement of tables and/or chairs on the City sidewalk, within the City's street right-of-way, adjacent to the motorized unit. In considering the permittee's encroachment permit application, the City shall make the following findings.
 - 1. That adequate parking exists for customers of the temporary facility.

2. That placement of tables and chairs shall provide adequate setback for pedestrian traffic on the sidewalk, as demonstrated by a written site plan, and as demonstrated by placement on the sidewalk.
3. That tables and chairs shall only be allowed during the period of June 1st to September 30th of the each year.

5.32.080 – Revocation of permit

- A. Whenever a motorized itinerant vendor operating under a permit issued pursuant to this chapter is violating any provision of this chapter, the City shall deliver a written citation enumerating the violations to the owner or any employee of the owner. The permittee shall immediately cease all business operations conducted under the permit until the enumerated violations have been corrected. If the permittee does not correct the violations within the time specified in the citation, and there is no appeal pending, then the permit shall be automatically revoked and the permittee must cease conducting any further business. Once a permit has been revoked, the owner must apply for a new permit and pay a new fee.
- B. The permittee may appeal the issuance of the citation to the City Manager by submitting a request in writing to the City Manager within fourteen (14) days from the date the citation is issued.

5.32.090 – Request for notice

The request for notice shall contain the following:

- A. The name of the owner of the motorized unit;
- B. The address of the owner;
- C. The telephone number of the owner;
- D. The license number of the motorized unit;
- E. It shall be accompanied by the five-dollar (\$5.00) fee and shall be dated and signed by the owner of the motorized unit.

5.32.100 – Violation—Penalty

Any motorized itinerant vendor who operates within the City limits without a permit or after his permit has been revoked is guilty of a misdemeanor. The owner, manager and/or operator shall be responsible for any violation of this chapter.

SECTION 5. Title 5, Chapter 5.04, Section 5.04.010 of the Mendota Municipal Code is hereby amended as follows:

For purposes of this title, the following terms shall have the following meanings:

“Business” means trades, callings, professions and occupations of every kind whether or not carried on for profit.

~~“Itinerant food vendor” means a person engaged in the business of selling food items, including prepared food, ice cream, bakery products, fruits and vegetables, from a motor vehicle or mobile unit.~~

“Motorized itinerant vendor” means a person, other than a sidewalk vendor, engaged in the business of selling food, goods, wares, merchandise or any other thing of value from a motorized vehicle or mobile unit.

~~“Peddler” means a person not having a fixed place of business who travels from place to place for the purpose of selling or offering for sale any goods, wares or merchandise.~~

“Person” or “Party” means a firm, corporation, partnership, club, association or other entity conducting or carrying on a business in the city.

“Sale” means the transfer, in any manner or by any means, of title to real or personal property for consideration, including a transaction whereby the possession of property is transferred and the seller retains legal title as security for payment of the purchase price.

“Sidewalk vendor” means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path.

SECTION 6. Title 5, Chapter 5.04, Section 5.04.060, Subdivision C of the Mendota Municipal Code is hereby amended as follows:

- C. A licensee with no permanent business address, such as a ~~peddler~~ sidewalk vendor, shall be issued a license showing the expiration date.

SECTION 7. Title 5, Chapter 5.08, Section 5.04.340 of the Mendota Municipal Code is hereby deleted in its entirety.

SECTION 8. Title 5, Chapter 5.08, Section 5.08.230 of the Mendota Municipal Code is hereby amended as follows:

5.08.230 –Motorized itinerant vendor.

Persons engaged in the business of motorized itinerant vendor, including lunch trucks, shall pay a license fee of one hundred fifty dollars (\$150.00) per year for each place of business ~~or lunch truck~~.

SECTION 9. Title 10, Chapter 10.20, Section 10.20.020 of the Mendota Municipal Code is hereby deleted in its entirety.

SECTION 10. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 11. This ordinance shall take effect thirty (30) days after its passage.

SECTION 12. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 14th day of May, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of May, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: SECOND READING AND PUBLIC HEARING OF ORDINANCE NO. 19-04, AN ORDINANCE APPROVING AMENDMENT NO. 2 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

DATE: MAY 14, 2019

DISCUSSION:

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. That Development was subsequently amended on March 12th to revise the division of responsibilities between the City and the Developer.

One of the subjects covered by the Development Agreement is construction of a traffic signal at the intersection of Bass Avenue and Barboza Street. This signal light has been a condition of approval of the development since it was negotiated prior to the approval of the Tentative Map in the Summer of 2018. Recent conversations with Caltrans, Fresno COG and the Developer's traffic engineer suggest that while some form of intersection control is appropriate at that location, a traffic signal may not be the best solution.

Traffic signals work well when the traffic counts on the two intersecting streets are reasonably equal. That is not the case at Bass and Barboza. Bass Avenue carries far more traffic, and its traffic count will only increase over time while Barboza will be fully developed when La Colonia is completed. Where traffic on the intersecting streets is so unbalanced, a roundabout is a better solution. A roundabout allows continuous flow on the busier street while still allowing protected turns and crossings from the minor street. All of the engineers involved agree that a roundabout will provide a superior solution at this location that will provide a higher level of service to the citizens of Mendota.

Staff has determined that Federal funding is available for construction of a roundabout at this location from Fresno COG Lifeline funds, and under the CMAQ program (Congestion Mitigation and Air Quality Improvement program), because roundabouts provide improved traffic circulation versus stop signs and traffic signals. Because of this availability, the overall

cost to the City of a roundabout will be substantially less than a signal would be. The City would have to pay the entire cost of design and construction of the signal out of Street Development Impact Fees, whereas the only local cost for the roundabout will be the design engineering. Construction and construction engineering will be eligible to be paid with Federal funds.

This proposed amendment to the Development Agreement would have the Developer retain his traffic engineer, Peters Engineering, to prepare engineering drawings (Plans) for the roundabout. Peters Engineering has designed many similar roundabouts for both Caltrans and local agencies, and is well-suited to prepare the plans necessary. The Plans would be combined with specifications and bid documents prepared under separate agreement with the City Engineer, and would be put out to public bid for construction late in 2019. This amendment provides that the cost of the Peters contract would be reimbursed to the Developer by the City from Street Development Impact Fees upon completion of the Plans and acceptance of the Plans by the City Engineer.

FISCAL IMPACT:

While the total obligation of the City to construct the traffic signal under the existing agreement had not been exactly defined, staff estimates that this amendment will result in a savings to the Street Development Impact Fee account of approximately \$250,000.

RECOMMENDATION:

Staff recommends that that Mayor perform the public hearing, that the Council conduct the second reading, and that the Council adopt Ordinance No. 19-04.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A SECOND 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. 19-04

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, on March 12, 2019 the City adopted Ordinance No. 19-01 approving amendments to the Development Agreement ("First Amendment to Development Agreement"), attached hereto as Exhibit "C" and incorporated herein by this reference;

WHEREAS, after approval of the First Amendment to Development Agreement, City and Developer agreed to certain other changes to the agreement regarding the requirements of Exhibit "F";

WHEREAS, to accommodate the Parties' desired modifications, the Parties have agreed to execute a second amendment to the Development Agreement ("Second Amendment to Development Agreement"); and

WHEREAS, staff has prepared the Second Amendment to Development Agreement in accordance with the Parties' intentions, which is attached hereto as Exhibit "D" and incorporated herein by this reference;

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. This Ordinance incorporates, and by this reference makes a part hereof, the Second Amendment to Development Agreement, attached hereto as Exhibit "D".

SECTION 3. This Ordinance is adopted under the authority of Government Code Section 65864 et seq., and pursuant to the "Development Agreement Regulations."

SECTION 4. 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 5. 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. Ordinance No. 19-01, adopted by the City Council on March 12, 2019, approving the First Amendment to Development Agreement by and between City and Developer, and the Recitals therein, which are deemed true and correct;
4. 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;
5. 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;
6. 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;

7. 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
8. 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 6. 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 7. The City Council hereby approves the Second Amendment to Development Agreement, attached hereto as Exhibit "D", 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 8. Upon the effective date of this Ordinance as provided in Section 10 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Second

Amendment to Development Agreement on behalf of the City of Mendota.

SECTION 9. 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 Second Amendment to Development Agreement pursuant to the terms thereof.

SECTION 10. This Ordinance shall be in full force and effect thirty (30) days after its passage and adoption.

* * * * *

The foregoing ordinance was introduced on the 23rd day of April, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 14th day of May, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

Exhibit A
(Development Agreement)

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

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

ORDINANCE NO. 18-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

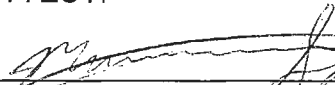
The foregoing ordinance was introduced on the 14th day of August, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of August, 2018 by the following vote:

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



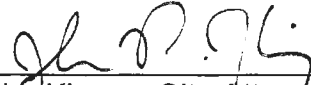
Victor Martinez, Mayor Pro Tem

ATTEST:



Matt Flood, City Clerk

APPROVED AS TO FORM:



John Kinsey, City Attorney



DEVELOPMENT AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

102. Rules, Regulations and Official Policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
DEVELOPMENT OF THE SUBJECT PROPERTY

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

201. Approvals.

201.1. Processing Subsequent Development Approvals.

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

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

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

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

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

202. Public Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

209. Encumbrances and Lender's Rights.

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

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

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

ARTICLE 3

DEFAULT, REMEDIES, TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

306. Invalidity of Agreement.

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

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

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

ARTICLE 4
INDEMNITY; INSURANCE

400. Indemnity/Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5

PROJECT AS A PRIVATE UNDERTAKING

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

ARTICLE 6

NOTICES

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

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

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

with a copy to:

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

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

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

with a copy to:

Karol Adams
10784 Deep Cliff Drive
Cupertino, CA 95014

ARTICLE 7
MISCELLANEOUS

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

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

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

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

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

- Exhibit A:** Legal Description of the Subject Property
- Exhibit B:** Site Map
- Exhibit C:** Tentative Subdivision Map
- Exhibit D:** Ordinance Adopting Development Agreement
- Exhibit E:** Exaction: Off-Site Improvement (Storm Drain)
- Exhibit F:** Exaction: Off-Site Improvement (Traffic Signal)
- Exhibit G:** Exaction: Off-Site Improvement (Well Improvement)
- Exhibit H:** Exaction: Off-Site Improvement (Soccer Field and Pocket Park Improvements)
- Exhibit I:** Development Impact and Processing Fees

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

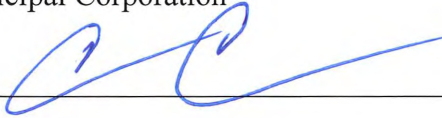
IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date first set forth above.

CITY:

DEVELOPER:

CITY OF MENDOTA,
a Municipal Corporation

KSA HOMES, INC.,
a California corporation

By: 

By: 

Name: STEPHEN W. HAIR

Its: President

ATTEST:

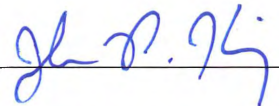
MATT FLOOD
City Clerk

By: 



APPROVED AS TO FORM:

JOHN KINSEY
City Attorney

By: 

Date: 9/25/18

EXHIBIT "A"
Legal Description

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

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

PARCEL 1:

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

APN: 013-061-15

PARCEL 2:

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

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

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

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

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

EXHIBIT "A"
Legal Description
(continued)

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

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

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

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

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

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

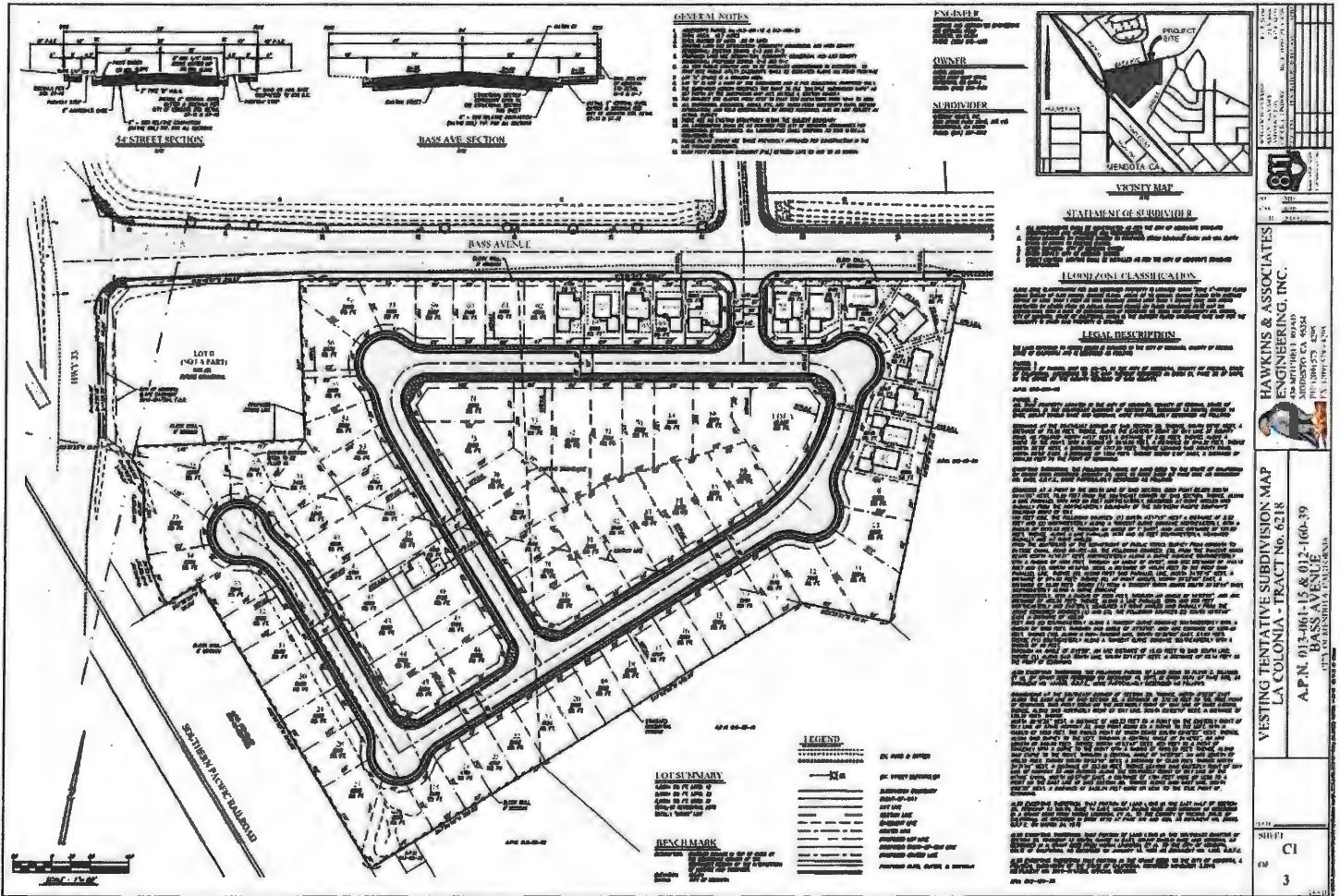
APN: 012-160-39

EXHIBIT "B"



Location of the La Colonia Subdivision.

EXHIBIT "C"



La Colonia Tentative Subdivision Map

EXHIBIT "D"

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

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

ORDINANCE NO. 18-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

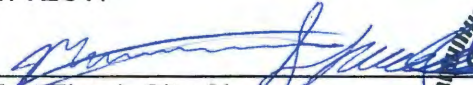
The foregoing ordinance was introduced on the 14th day of August, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 28th day of August, 2018 by the following vote:

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



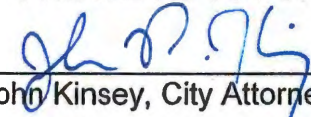
Victor Martinez, Mayor Pro Tem

ATTEST:



Matt Flood, City Clerk



APPROVED AS TO FORM:


John Kinsey, City Attorney

EXHIBIT "E"

Exaction: Off-Site Improvement (Storm Drain System)

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

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

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

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

EXHIBIT "F"

Exaction: Off-Site Improvement (Traffic Signal Installation)

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

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

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

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

EXHIBIT "G"

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

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

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

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

EXHIBIT "H"

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

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

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



EXHIBIT "I"

Exaction: Development Impact and Processing Fees

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

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

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

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

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

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

La Colonia Development Impact Fees

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

Exhibit B
(Addendum to Development Agreement)

**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.



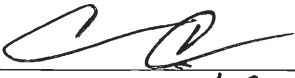
B. The Development Agreement, as modified by this Addendum, shall remain in full force and effect in all other respects.

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

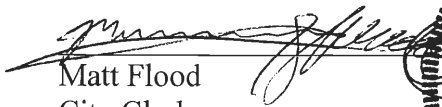

Name: Cristian Gonzalez
Its: Interim City Manager

DEVELOPER:

KSA HOMES, INC.,
a California corporation

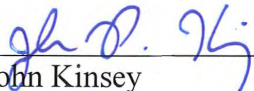

Name: Stephen W. Hain
Its: Pres

ATTEST:


Matt Flood
City Clerk



APPROVED AS TO FORM:


John Kinsey
City Attorney

Date: 10/29/2018

Exhibit C
(First Amendment to Development Agreement)

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
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.

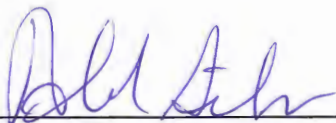
SECTION 7. Upon the effective date of this Ordinance as provided in Section 8 hereof, the Mayor and City Clerk are hereby authorized and directed to execute the Amendment to Development Agreement on behalf of the City of Mendota.

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.

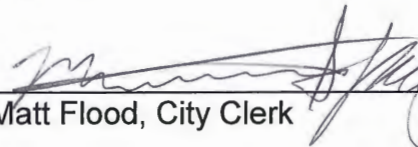
The foregoing ordinance was introduced on the 26th day of February, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 12th day of March, 2019 by the following vote:

AYES: **5 – Mayor Silva, Mayor Pro Tem Castro, Councilor Martinez, Mendoza, and Rosales**
NOES: **0**
ABSENT: **0**
ABSTAIN: **0**



Robert Silva, Mayor

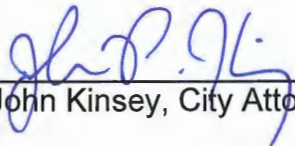
ATTEST:



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 March 12, 2019 ("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
Total				\$834,050.60

8. Exhibit H

Exhibit H is deleted in its entirety.

9. Exhibit I

Exhibit I is deleted in its entirety.

B. Ratification & Conflict

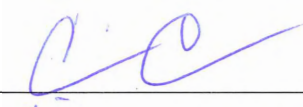
Except as expressly amended by this Amendment, the terms and conditions of the Development Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect. In the event of any conflict or inconsistency between the terms of the

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: 
Its: City Manager

By: _____
Its: _____

Exhibit D
(Second Amendment to Development Agreement)

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

This Second 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;

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, on March 12, 2019 the City adopted Ordinance No. 19-01 approving amendments to the Development Agreement (“First Amendment to Development Agreement”), attached hereto as Exhibit “C” and incorporated herein by this reference;

WHEREAS, after approval of the First Amendment to Development Agreement, City and Developer agreed to certain other changes to the agreement regarding the requirements of Exhibit “F”; and

WHEREAS, to accommodate the Parties’ desired modifications, the Parties have agreed to execute this second amendment to the Development Agreement (“Second Amendment to Development Agreement”).

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, as amended, shall be revised as follows:

1. Exhibit F

Exhibit F is hereby amended to read as follows:

EXHIBIT “F”

The applicant will be required to provide design plans for a roundabout to be constructed at the intersection of Bass Avenue and Barboza Street (“Design Plans”) by July 31, 2019, unless the City agrees in writing to a later date. The Design Plans shall be reviewed by the City Engineer upon submission. If the City Engineer finds, in his sole discretion, that the Design Plans are incomplete, or that they fail to comply with the City’s needs or any applicable law or regulation, the City Engineer shall return the Design Plans to Developer and provide instructions on how to rectify the deficiencies identified. After the Design Plans are deemed complete and approved by the City Engineer, Developer shall submit an invoice for the design work to the City for reimbursement. The City shall reimburse Developer out of a fund containing traffic impact fees. Thereafter, the City shall bid out the project independently.

As a condition to the above, Developer agrees not to develop Lot 1 and Lot 67 at the intersection of Bass Avenue and Barboza Street until construction of the roundabout is completed. Additionally, Developer agrees to dedicate one of the following lots for temporary access during construction of the roundabout: Lot 61, Lot 62, or Lot 63. The decision of which lot to dedicate shall be made by the City in consultation with Developer.

B. Ratification & Conflict

Except as expressly amended by this Second Amendment to Development Agreement, the terms and conditions of the Development Agreement, as amended by the First Amendment to 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 or the First Amendment to Development Agreement and the terms of this Second Amendment to Development Agreement, the terms herein 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: _____



POLICE

M E N D O T A

MEMORANDUM

Date: May 1, 2019
To: Cristian Gonzalez, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for April 2019

Disturbance at a residence on Inez Street. The subject causing was identified and when contacted he resisted officers. He was subdued, arrested and transported to Jail.

Vehicle stop at 2nd/I Street discovered he was wanted on active warrants. He was arrested, cited and released.

The restrained party drove past the protected person's residence and yelled at the protected party in violation of the restraining order.

Vehicle stop at Belmont/Derrick discovered the driver was intoxicated and the passenger was wanted on outstanding warrants. The driver was arrested for DUI and passenger on the warrants. Both were cited and released to a sober family friend.

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

An unwanted subject entered the victim's residence on Lolita and confronted people inside. He left after being repeatedly told to. Officers were able to identify the subject, but the victim refused to press trespassing charges.

Hit and run of two parked vehicles on Garcia Street. Officers were able to identify the vehicle and locate it on Hwy 33 north of the city of Mendota. The driver was found to be intoxicated and admitted to hitting parked cars. He was arrested and transported to Jail.

An unknown suspect stole the victim's license plates from his vehicle while it was parked on Rios.

A known suspect attempted to pass a fraudulent check at a local market on Derrick. He fled the business when confronted by the clerk.

Morning traffic enforcement detail on Oller by 5th Street netted 14 violators

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

A wanted suspect turned himself in at the PD. He was arrested and transported to Jail.

Officers contacted a returned run away who admitted to gang affiliation. He was Fled for information.

Subject check of a person hindering vehicle traffic at Oller/9th. He was found to be intoxicated and resisted officers. He was arrested and transported to Jail.

An unknown suspect stole the victim's bicycle from her apartment complex on Tuft Street.

The victim's license plate was stolen from his vehicle on 7th Street.

An unknown suspect stole the victim's identity and opened accounts in her name.

Three victims reported their rear licenses plates were stolen from their vehicles while they were parked on Divisadero.

A subject stole a grate from the victim's property on Naples. Video surveillance recorded the incident.

Subject check at Derrick/5th discovered gang affiliation and resulted in an FI for information.

Subject check at Rio Frio/5th discovered an outstanding warrant. He was arrested, cited and released.

Vehicle stop at Sorensen/Gregg Ct. discovered the driver was in possession of a meth pipe. He was arrested, cited and released.

Subject check on Quince Street located and active warrant for his arrest. He was arrested cited and released.

Vehicle stop on Marie Street located an outstanding warrant. He was arrested and transported to Jail.

An unwanted subject returned to private property on Kate Street after being admonished not to return. He was arrested and his probation was violated. He was transported to Jail.

Officers contacted a subject at a residence on Quince Street attempting to sell stolen property. He was arrested, cited and released.

Subject check of a possible theft suspect at 5th/Quince discovered the theft was unfounded, but he was wanted on outstanding warrants. He was arrested, cited and released.

An unknown subject confused the cashier at a local restaurant on Derrick and swindled her out of money as she processed his bill at the cash register. He left prior to officers arriving.

Subject check at Oller/6th discovered he was in possession of an open container of alcohol in public. He was cited and released.

Gang type graffiti discovered by Amador/Gonzalez. Public Works assisted and handled removal.

Vehicle stop by 4th/I Street discovered both occupants were wanted on active arrest warrants. The driver also was in possession of narcotics. Both were arrested and transported to Jail.

Restraining order violation at a residence on 2nd Street discovered the restrained person had not been formerly served. Officers located him and found him to be in possession of methamphetamine. He was arrested, served the restraining order, cited and released. Officers responded to the same residence at a later time and located the suspect in the area in violation of the restraining order. He was arrested and transported to Jail.

Possible burglary attempt to a residence and vehicle on Smoot Street. Possible pry marks located on the doors of both.

Subject check on Kate Street discovered he was in possession of methamphetamine and drug paraphernalia. He was arrested, cited and released.

Conducted morning school traffic enforcement detail and issued 17 citations to violators.

Officers were contacted by out of state law enforcement regarding a runaway juvenile at a residence in Mendota with her adult boyfriend. Officers went to the address and contacted both individuals. The boyfriend resisted officers, but was subdued. He was arrested on new charges and charges from the originating state. He was transported to Jail. The juvenile was turned over to CPS.

A known wanted auto thief was seen pushing a car on the roadway by I Street/2nd. He was arrested on outstanding warrants. The vehicle owner was located and confirmed he had permission to have the car.

Officers witnessed a juvenile placing graffiti on a pole by Belmont/9th Street. He was arrested, cited and released to parents.

Vehicle check on Rio Frio Court discovered it was occupied by two. One of the subjects was wanted on outstanding warrants and in possession of drug paraphernalia. He was arrested, cited and released.

An unknown suspect vandalized the victim's car while it was parked on Rios Street.

Vehicle stop discovered the passenger was wanted on outstanding warrants. He was arrested, cited and released.

Non-injury traffic collision at Oller/9th. Both parties remained on scene.

Non-injury hit and run on 7th Street. The suspect vehicle was captured on video hitting the victim's vehicle while it was unattended and parked in front of a local business.

Disturbance at a residence on Oller Street. Officers contacted the subject causing and discovered he was wanted on active warrants. He was arrested and transported to Jail.

Offices assisted Sheriff's Deputies with an investigation that originated in the County.

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

The restrained party went to the protected party's residence and would not leave. Officers contacted him at the residence and took him into custody. He was transported to Jail.

Subject check by a local market on 7th Street discovered he was intoxicated. He was arrested, cited and released to a sober relative.

Vehicle stop by Marie/7th Street discovered an occupant was on parole and in possession of methamphetamine, a meth pipe and burglary tools. He was arrested and transported to Jail.

Subject check by 2nd Street and Marie discovered he was in possession of an open container of alcohol. He was cited and released.

An unknown suspect stole the license plate off of her vehicle while it was parked on Quince Street.

Subject check by Marie/9th found outstanding warrants for his arrest and that he was in possession of a meth pipe. He was arrested, cited and released.

Officers assisted Fresno County Probation with conducting Compliance Checks at the residences of probationers.

School zone Traffic Enforcement Detail on Oller resulted in 9 violations.

An unknown suspect passed two one hundred dollar counterfeit bills at a local business.

Two subjects were contacted in front of a local business on 7th and found to loitering. They were FI'ed for information.

Subject check at Oller/6th discovered he was wanted on outstanding warrants and in possession of a meth pipe. He was arrested, cited and released.

Subject check by Derrick/Bass discovered he was loitering by a local market. He was FI'ed for information.

Subject check in an alley by Oller/7th discovered he was in possession of methamphetamine and a meth pipe. He was arrested, cited and released.

Subject check in front of a business on 7th Street found an active warrant. He was arrested, cited and released.

Subject check by Holmes/Gurrola resulted in an FI for information.

Officers located a wanted subject by Holmes/Sorensen who previously ran from officers. He was reported to be in possession of a handgun. A search of the area he fled through discovered a loaded handgun. He was also found in possession of drug paraphernalia. He was arrested and transported to Jail.

An unknown subject broke the window to the victim's vehicle while it was parked on L Street.

An unknown suspect broke the window to the victim's truck and stole his personal property from inside while it was parked at a local restaurant on Oller.

The victim's front door was damaged while he was away from his I Street residence.

Officer's contacted a subject in the alley by Oller/9th and FI'ed him for information.

During a bicycle stop on Kate Street the rider told the officer he was in possession of drug paraphernalia. He was arrested, cited and released.

Officers assisted Monterey County Sheriff's Office by checking a location in Mendota for a missing person. The person was located, in good health and wanted to remain in Mendota. MCSO notified the person was located.

Subject check of two persons in an alley by 9th and Marie. Both had active warrants for their arrest. Both were arrested and transported to Jail.

Subject check by Divisadero/Lolita discovered he was a formerly gang affiliated. He was FI'ed for information.

Subject check in a local park discovered active warrants for his arrest. He was arrested, cited and released.

Subject check by 2nd/L Street found active warrants. He was arrested, cited and released.

Patrol check of restrooms at a local park discovered a subject inside using drugs. He was contacted and drugs were seized. He was arrested and transported to Jail.

Disturbance involving a large knife at a residence on 7th Street. The suspect was contacted and reportedly swung the knife at the victim, but missed. The suspect was arrested and transported to Jail.

Report of loud music from a vehicle resulted in a vehicle stop on Garcia Street. Upon contacting the driver he was found to be intoxicated. He was arrested for DUI, cited and released to a sober adult.

Burglary to a vehicle on Rios Street. The victim reported her identification and payroll check stub were stolen.

Officers assisted Cal Fire at the scene of a trailer fire on Lolita Street. Cal Fire investigators are investigating the incident as arson.

An unknown suspect damaged the window to the victim's vehicle while it was parked on 7th Street.

Subject check by Marie/7th located a meth pipe in his possession. He was arrested, cited and released.

Officers assisted Animal Control CSO with capturing a fleeing Rooster on Gregg Court South.

Officers assisted Cal Fire at the scene of a grass fire along the RR tracks north of 9th Street.

A victim reported an unknown subject has been calling her telephone and leaving annoying messages.

Injury traffic accident at Oller/7th resulted in one of the drivers complaining of pain, but refusing EMS. All three vehicles were towed from the scene.

Possible vandalism to private property on Gregg Court North. A known subject removed vegetation and during so damaged cement.

Report of a theft from a mini mart on Oller. Officers located the suspect as they were responding to the location. The suspect resisted officers and was taken into custody. The store clerk refused to press charges for the theft. The suspect was cited and released for resisting officers.

Vehicle stop by Lolita/9th located an active warrant for the driver. He was arrested, cited and released.

Bicycle stop by I Street/2nd resulted in a FI for information.

A known suspect stole the victim's vehicle from Pucheu Street. Officers located the vehicle and attempted to conduct a vehicle stop. The vehicle fled from officers and was later found abandoned in an alleyway. The known suspect is on parole and currently wanted.

Vehicle stop by Kate/J Street discovered the driver was driving on a suspended CDL and the passenger was wanted on warrants.

An unknown suspect stole the victim's vehicle from Lozano Street. The vehicle was stopped by officers earlier in the shift and the driver was issued a citation. He is now being investigated for being in possession of stolen property.

Live bullets were found in the parking lot of a local mini mart on Oller. No report of any shooting or injury.

Bicycle stop at Marie/6th resulted in an FI for information.

Subject check at L Street/I Street discovered an active warrant and a meth pipe in his possession. He was arrested, cited and released.

Disturbance at a residence on 2nd Street resulted in the suspect cutting the victim and then fled the scene. The victim was turned over to EMS. Officers located the suspect later in the shift and arrested him. He was also found to be wanted for probation violation and to be the restrained party on a restraining order.

A victim located an unwanted subject on his Juanita Street property. He was found by officers to be intoxicated. He was arrested for trespass and being under the influence and transported to Jail.

A victim located an unwanted subject on his Stamoules Street property sleeping in a structure. He was arrested for trespassing and found to be in possession of a meth pipe. He was transported to Jail.

Officers conducted a school traffic enforcement detail and cited 11 violators.

Two subjects were contacted in front of a local business on 7th Street in possession of open containers of alcohol. Both were cited and one was also arrested for trespassing after previously being told by the property owner not to return. He was cited and released.

Subject check on the property of a local business on 7th Street. The person was previously told by the property owner to not return. He was arrested for trespassing, cited and released.

Vehicle stop Lolita/7th Street discovered the driver was intoxicated and wanted on an active warrant for a prior DUI. He was arrested for DUI and the warrant, cited and released to a sober family member.

Subject check on 7th resulted in an FI for information.

Subject check by Marie/9th discovered the person was just released from prison and on Parole. He was FI'ed for information.

Another subject check by Marie/9th discovered an active warrant for his arrest. He was arrested after which drug paraphernalia was located in his possession. He was cited and released.

A driver nearly hit a police patrol vehicle at Oller/11th. The vehicle was stopped and the driver was found to be intoxicated. He was arrested for DUI, cited and released to a sober family member.

A shopper was witnessed shop lifting property from a local store on Oller. The store owner followed her to another business where police officers contacted her. She was arrested for the theft, cited and released.

Vehicle stop on Hwy 33/Bass discovered the driver was wanted on an outstanding warrant. He was arrested, cited and released.

Disturbance on 2nd Street discovered the possible suspect was attempting to fight with others. Officers discovered the possible suspect was on probation and fled prior to officers arriving. Officers later located him attempting to hide in a residence. He was contacted and subsequently arrested. He lied to officers about his date of birth in an attempt to avoid his probation being discovered. He was later transported to Jail.

Officers noticed a wanted parolee in a vehicle by Marie/7th. As they attempted to conduct a vehicle stop the subject exited and fled on foot. Officers located the subject who resisted them prior to being taken into custody. He was transported to Jail.

Officers assisted with oversight of a religious procession walking city streets to a local church.

Officers located a local runaway juvenile at a residence on McCabe Street. She was returned to her parents.

Officers responded to a possible burglary at a residence on 8th Street. They discovered two trespassers on the property. When the owner arrived the trespassers were arrested and officers transported to them to Jail.

Officers assisted Cal Fire at Bass/Derrick, the scene of a grass fire. Officers located a subject of interest who was uncooperative with officers and he refused to identify himself. He was subsequently arrested, cited and released.

Officers assisted Cal Fire at Stamoules/9th, the scene of another grass fire. They received information two youths were by the location prior to the fire being discovered.

Subject check on Lolita discovered he had gang affiliation. He was FI'ed for information.

Injury vehicle vs. pedestrian collision at Derrick/6th. The pedestrian was pronounced deceased on scene by EMS. The deceased was turned over to the Fresno County Coroner office. The vehicle driver was cooperative with officers. Investigation is ongoing.

Prior disturbance at a residence on Derrick. Officers contacted a party involved and discovered he was wanted on outstanding warrants. He was arrested, cited and released.

An identity theft victim on Pucheu had an unknown suspect open charge account in her name.

An unidentified prior customer of a local store on 7th Street stole a case of beer and fled the scene. Officers located his bicycle and seized it as evidence.

Vehicle burglary on Derrick resulted in the unknown suspect breaking a window and stealing the victim's personal property from inside.

A prior trespasser returned to the victim's property by Stamoules/6th and was again discovered by the victim. He was arrested and transported to Jail.

Disturbance by a residence on Derrick discovered a possible suspect to the vehicle burglary from earlier was discovered by the victim. He ran when approached by the victim. During his flight a friend of the victim was assaulted by him.

An unknown suspect damaged the victim's window on Derrick Avenue.

Subject check by Quince/9th Street discovered he was in possession of a meth pipe. He was arrested, cited and released.

Strategic Planning:

- Newly hired police officer completed orientation and was released to patrol

Personnel Information:

- Conducted sergeant oral board and promoted selection
- Hired new Police Officer
- The following Police Department positions remain vacant and frozen:

- One Police Officer
- One Administrative Assistant