



# 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  
August 13, 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

## **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 July 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. JULY 23, 2019 THROUGH AUGUST 08, 2019  
WARRANT LIST CHECKS NO. 45615 THRU 45702  
TOTAL FOR COUNCIL APPROVAL = \$698,562.12
2. Proposed adoption of **Resolution No. 19-54**, authorizing the reimbursement of costs for the construction of storm drainage improvements pursuant to the development agreement for Tract 6218, La Colonia.
3. Proposed adoption of **Resolution No. 19-55**, approving a change order from SET Services for additional work and equipment that was required to replace a sewer main line.
4. Proposed adoption of **Resolution No. 19-56**, approving a Memorandum of Understanding between the City of Mendota and the American Federation of State, County, and Municipal Employees Local 2703 Mendota Chapter.
5. Proposed adoption of **Resolution No. 19-57**, approving a Commercial Lease Agreement between the City of Mendota and the United Security Bank for the lease of an area of Mendota City Hall.
6. Proposed adoption of **Resolution No. 19-58**, approving the conversion from Blue Shield PPO health insurance plan to the Aetna health insurance plan.

## PUBLIC HEARING

1. Public hearing and second reading of **Ordinance No. 19-07**, enacting informal bidding procedures for specified public works projects.
  - a. *Receive report from City Attorney Kinsey*
  - 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. 19-07*

2. Public hearing and first reading of **Ordinance No. 19-08**, amending the zoning code to permit commercial cannabis retail businesses in the C-3 district, subject to a conditional use permit.
  - a. *Receive report from City Attorney Kinsey*
  - 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 the first reading, and schedule the second reading for the August 27<sup>th</sup> City Council meeting*

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

1. Animal Control, Code Enforcement, and Police Department
  - a) Monthly Report
2. City Attorney
  - a) Update
3. City Manager

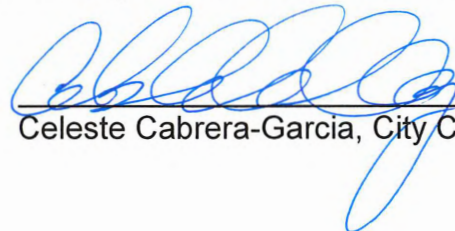
### **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)
2. Mayor

### **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 August 13, 2019, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, August 9, 2019 at 5:15 p.m.

  
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Celeste Cabrera-Garcia, City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**July 23, 2019**

**Meeting called to order by Mayor Silva at 5:59 p.m.**

### **Roll Call**

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

**Council Members Absent:** Councilor Victor Martinez

**Flag salute led by Mayor Silva**

### **FINALIZE THE AGENDA**

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

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

### **PRESENTATION**

1. Ivette Rodriguez from Mid Valley Disposal to present the 3<sup>rd</sup> and 4<sup>th</sup> quarter update.

Ivette Rodriguez from Mid Valley Disposal presented the 3<sup>rd</sup> and 4<sup>th</sup> quarter update, including information on SB 1383; a letter that the City received from CalRecycle stating that the City is in good standing with its annual review; the preparation of the City's annual report; the total number of work orders service requests; the results of the residential assessments; the results of the commercial assessments; educational materials regarding flammable materials; various events that the agency has attended; the results of the 2018 fall community clean up event; the results of the construction and

demolition diversion program; the results of the tonnage report for 2018; the local household hazardous waste network; and upcoming events that the agency will be participating in.

Discussion was held on the challenges that residents face when recycling food waste; and how residents can properly dispose of animal waste.

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

Felipe Perez – stated that he would like to establish a partnership with the City Council to encourage individuals to complete the 2020 Census questionnaire; that he would like to create a mural in the community in support of the Census; ways to increase the participation; and available jobs for the 2020 Census.

Discussion was held on how the Council may assist Mr. Perez in his efforts.

**Ofelia Ochoa (Jennings Street)** – requested that English-Spanish translation services be provided for City Council meetings.

Discussion was held on an item regarding translation services being on the agenda, and waiting to discuss the item until the appropriate time during the meeting.

**Kevin Romero (Tuft Street)** - provided an update on the Mendota High School football team.

**Sergio Valdez (Pucheu Street)** - apologized for not attending Mendota Community Corporation meeting; and provided information on the upcoming Backpack Giveaway event.

Discussion was held on the donation that was made by the Mendota Community Corporation to Mendota Youth Recreation for the Backpack Giveaway event; and the total cost of the event.

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

1. Minutes of the regular City Council meeting of July 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 Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

## **CONSENT CALENDAR**

1. JULY 2, 2019 THROUGH JULY 16, 2019  
WARRANT LIST CHECKS NO. 45443 THRU 45614  
TOTAL FOR COUNCIL APPROVAL = \$472,343.53
2. Proposed adoption of **Resolution No. 19-49**, concerning local transportation purpose funds (Measure "C" Extension Funds).
3. Proposed adoption of **Resolution No. 19-50**, claiming Local Transportation Funds for Fiscal Year 2019-2020.
4. Proposed adoption of **Resolution No. 19-53**, adopting the Mitigated Negative Declaration prepared for the Rojas-Pierce Park Expansion Project.
5. Proposed approval of the issuance of a Certificate of Recognition for the Tradicion y Cultura Joaquin Murrieta Annual Horse Ride.

Discussion was held on whether the City would be receiving additional revenue as a result of the Gas Tax.

A motion was made by Councilor Rosales to adopt items 1 and 2 of the Consent Calendar, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

## **BUSINESS**

1. Council discussion on implementing a policy to provide English-Spanish translation services at City meetings.

Mayor Silva introduced the item and Assistant City Attorney Cardella summarized the report including that the City has been receiving requests for English-Spanish translation services at City Council meetings; the City Attorney's office looking into the issue; that there is no legal requirement for the City to provide translation services at meetings; the benefits of providing translation services; the costs of providing such services; the various options that are available for the Council to make regarding the issue; and request that the City Council discuss the issue and provide direction to staff on how to proceed.

Discussion was held on whether a certified translator needs to provide the translation services; the costs associated with providing translation services; the issues with having staff members translate; providing translation services upon request; the possibility of acquiring a volunteer to provide translation services; and the possibility of having a local high school student provide translation services.

A motion was made by Councilor Rosales to direct staff to determine the amount of funding that is available to provide translation services; and draft a policy based on the available amount of funding and other requirements that the City Council requests, including translation services only being available for City Council meetings and that the services must be requested 48 hours in advance, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

Assistant City Attorney Cardella requested that the City Council consider tabling Business item 5 for a future meeting so that the translation services will be made available for the item.

A motion was made by Councilor Rosales to table Business item 5, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

2. Council discussion and consideration of **Resolution No. 19-51**, annexing the La Colonia subdivision to Community Facilities District 2006-1 and approving the amended boundary map of the District.

Mayor Silva introduced the item and Assistant City Attorney Cardella summarized the report including information regarding the initial proceedings of the Community Facilities District 2006-1 (CFD); and the City's ability to annex the La Colonia subdivision into the CFD.

A motion was made by Councilor Rosales to adopt Resolution No. 19-51, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

3. Council discussion and consideration of **Resolution No. 19-52**, electing to become subject to the uniform public construction cost accounting procedures.

Mayor Silva introduced the item and Assistant City Attorney Cardella summarized the report including the proposed procedures permitting the City to use simple purchase procedures for certain public works projects; the established purchase limits; and the benefits of adopting such procedures.

Discussion was held on the simple purchase procedures process.

A motion was made by Councilor Rosales to adopt Resolution No. 19-52, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

4. Introduction and first reading of **Ordinance No. 19-07**, enacting informal bidding procedures for specified public works projects.

Mayor Silva introduced the item and Assistant City Attorney Cardella stated that the item is related to Business item 3.

A motion was made by Councilor Rosales to adopt Ordinance No. 19-07, with the

correction of a typographical error in the title of the ordinance, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

Discussion was held on the correct action that the Council need to make in regards to Business item 4.

A motion was made by Councilor Rosales to amend the Council's previous motion to include waiving the first reading of Ordinance No. 19-07 and setting the public hearing for the August 13<sup>th</sup> City Council meeting, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Mendoza).

5. Council discussion and consideration of a letter received from the California Rural Legal Assistance, Inc. regarding City utility bill late fees.

*Tabled for a future meeting*

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

1. Administrative Services
  - a) Monthly Report

Director of Administrative Services Lekumberry summarized her report including ongoing labor negotiations; open enrollment meetings; onboarding meetings; a vehicle accident; the average number of Senior Center attendees; and special projects.

Discussion was held on available job opportunities.

2. Finance Officer
  - a) Grant Update

Finance Officer Diaz provided a grant update.

3. City Attorney
  - a) Update

Nothing to report.

4. City Manager

City Manager Gonzalez commented on the upcoming summer community clean-up event; and the status of the AMOR project.

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

1. Council Member(s)



Councilor Mendoza commented on a situation where a vehicle was tagged by the Code Enforcement Department, and inquired as to why the vehicle was tagged; requested that the monthly newsletter be printed on colorful paper; and commented on the Axiom trip.

Councilor Rosales requested that the City Council meeting agenda packets always be printed for City Council Members.

Mayor Pro Tem Castro inquired on the possibility of hiring a detective long-term and establishing a canine unit.

2. Mayor

Nothing to report.

### **CLOSED SESSION**

1. 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

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

At 7:36 p.m. the Council reconvened in open session and Assistant City Attorney Cardella 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 7:36 p.m. by Mayor Pro Tem Castro, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

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Robert Silva, Mayor

ATTEST:

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Celeste Cabrera-Garcia, City Clerk  
Minutes of City Council Meeting

CITY OF MENDOTA  
CASH DISBURSEMENTS  
7/23/2019 - 8/8/2019  
Check# 45615 - 45702

Date	Check #	Amount	Vendor	Department	Description
July 23, 2019	45615	\$11,250.00	FIREBAUGH POLICE	GENERAL	POLICE DEPARTMENT DISPATCH FOR JUNE 2019
July 23, 2019	45616	\$447.17	GONZALEZ TOWING, TIRE, AUTO,& DISMANTLING	WATER-STREETS	BACKHOE TRACTOR TIRE REPAIR & STREET SWEEPER LABOR 30-30 BRAKE CHAMBER
July 23, 2019	45617	\$38,933.96	PG&E	GENERAL-WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES 6/17/2019 - 7/16/2019
July 23, 2019	45618	\$15,007.67	PROVOST & PRITCHARD	GENERAL	PASSTHRU - PROFESSIONAL SERVICES FOR LA COLONIA MAY & JUNE 2019, PASSTHRU - PROFESSIONAL SERVICES FOR AMOR
July 23, 2019	45619	\$255.43	SAN JOAQUIN RIVER GROUNDWATER	WATER	GROUNDWATER SUSTAINABILITY PLAN SERVICES - JUNE 2019
July 23, 2019	45620	\$130.32	STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	STREETS	SIGNAL & LIGHTING BILLING APRIL 2019 THRU JUNE 2019
July 23, 2019	45621	\$422.77	THE HOME DEPOT	SEWER	(35) 5' STEEL POST (3) BUNGEE CORD (3) 4 X100' ORANGE SAFETY BARRIER
July 23, 2019	45622	\$106,222.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 7/8/2019 - 7/21/2019
July 23, 2019	45623	\$54.13	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 8/3/2019 - 9/2/2019 COMMUNITY CENTER
July 23, 2019	45624	\$23,216.83	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR 8/1/2019 - 8/31/2019
July 23, 2019	45625	\$105.00	GREGG ANDREOTTI	GENERAL-SEWER	PER DIEM AXION FACILITY TOUR SANTA BARBARA, CA
July 23, 2019	45626	\$545.81	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES
July 23, 2019	45627	\$1,218.00	CITY OF FRESNO POLICE DEPARTMENT TRAINING	GENERAL	PERISHABLE SKILLS PROGRAM 7/30/2019 - 8/1/2019 (PD) 3 OFFICERS - POST REIMBURSEABLE
July 23, 2019	45628	\$2,404.75	FRESNO COUNTY CLERK	GENERAL	NOD CEQA ROJAS PIERCE PARK EXPANSION FILING FEES
July 23, 2019	45629	\$105.00	CRISTIAN GONZALEZ	GENERAL-SEWER	PER DIEM AXION FACILITY TOUR SANTA BARBARA, CA
July 23, 2019	45630	\$105.00	JESUS MENDOZA	GENERAL	PER DIEM AXION FACILITY TOUR SANTA BARBARA, CA
July 23, 2019	45631	\$1,735.61	MUTUTAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR AUGUST 2019
July 23, 2019	45632	\$991.99	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 7/11/2019
July 23, 2019	45633	\$326.72	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT AUGUST 2019
July 23, 2019	45634	\$3,000.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	MEDICAL CHECK RUN 7/23/2019
July 31, 2019	45635	\$50.00	ROLANDO CASTRO	GENERAL	EXPENSE REIMBURSEMENT FUEL FOR LEAGUE OF CA CITIES
July 31, 2019	45636	\$175.00	COMMUNITY MEDICAL CENTER	GENERAL	JULY 2018 LEGAL BLOOD DRAW (PD)
July 31, 2019	45637	\$4,109.66	COOK'S COMMUNICATIONS	GENERAL	KENWOOD RADIO, PROGRAM FEE, ANTENNA CHARGER, & REMOTE (PD), KENWOOD 1024 RADIO, ANTENNA, CHARGER, SPEAKER
July 31, 2019	45638	\$98,644.76	FRESNO COUNTY FIRE	FIRE PROTECTION IMPACT FEE	FY 18/19 FIRE PROTECTION SERVICES 1/1/2019 - 6/30/219
July 31, 2019	45639	\$376.08	JORGENSEN & COMPANY	GENERAL-WATER-SEWER	(20) FIRE EXTINGUISHER ANNUAL MAINTENANCE (2) HYDRO TEST, VALVE, AND O-RING
July 31, 2019	45640	\$3,400.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	MEDICAL CHECK RUN 7/30/2019

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August 1, 2019	45641	\$23,893.30	GUTHRIE PETROLEUM INC	GENERAL-WATER-SEWER	(1580 GAL) DIESEL FUEL NO.2 AND (6872 GAL) UNLEADED GASOLINE
August 1, 2019	45642	\$1,240.00	KERWEST NEWSPAPER	WATER-SEWER-STREETS	(26.5) SECTION 001113 REQUEST FOR BIDS 7/17/2019 & 7/24/2019, (9) WRD ADMINISTRATIVE ASSISTANT FULL TIME POSITIONS
August 1, 2019	45643	\$38,839.99	PG&E	GENERAL-WATER-SEWER-STREETS-AVIATION	CITYWIDE UTILITY SERVICES 6/18/2019 - 7/17/2019
August 1, 2019	45644	\$31.22	RAUL ACEVEDO	WATER	MQ CUSTOMER REFUND FOR ACE0012
August 1, 2019	45645	\$85.00	MACARIO BANUELOS	WATER-SEWER	EXPENSE REIMBURSEMENT D.O.T. PHYSICAL
August 1, 2019	45646	\$60,854.86	BOBCAT COMPANY	WATER-SEWER	(1) S595 T4 BOBCAT SKID STEER LOADER - DIESEL ENGINE
August 1, 2019	45647	\$1,040.00	TECH MASTER PEST MANAGEMENT	GENERAL-WATER-SEWER	CITYWIDE PEST CONTROL SERVICES
August 1, 2019	45648	\$3,277.50	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL	LEGAL SERVICES RE: SPECIAL LEGAL SERVICES 7/15/2019
August 6, 2019	45649	\$101,349.91	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 7/22/2019 - 8/6/2019
August 8, 2019	45650	\$810.00	ADMINISTRATIVE SOLUTIONS, INC	GENERAL	(27) MONTHLY MEDICAL ADMINISTRATION FEES - JULY 2019
August 8, 2019	45651	\$65.00	AGRI VALLEY IRRIGATION INC	WATER	(2) COUPLING PIP 10" (1) CEMENT PVC QRT, (4) PIPE PVC 80 PIPE GASKET 10", (2) COULING CLASS 100 IPS 8"
August 8, 2019	45652	\$555.01	ALERT-O-LITE	WATER-STREETS	(300) SPARK PLUG SEAL ASSY, SHAFT SLEEVE, REPAIR MECH
August 8, 2019	45653	\$918.91	ALL-PHASE	STREETS	(12) 105-305V LED/HID PHOTO CONTROL - STREET LIGHT POLES, (24) 105-305V LED/HID PHOTO CONTROL - STREET LIGHT POLE
August 8, 2019	45654	\$66.00	ALTA LANGUAGE SERVICES INC	GENERAL	BILINGUAL TEST (PD)
August 8, 2019	45655	\$4,564.48	AMERITAS GROUP	GENERAL	VISION & DENTAL INSURANCE FOR SEPTEMBER 2019
August 8, 2019	45656	\$427.31	AMERPRIDE SERVICES INC	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM WEEK 6/27/2019, 7/4/2019, 7/11/2019, 7/18/2019, & 7/25/2019
August 8, 2019	45657	\$933.50	AMERICA PACIFIC CONSTRUCTION	WATER	DEPOSIT REIMBURSEMENT FOR HYDRANT METER RENTAL
August 8, 2019	45658	\$43.47	GREGG ANDREOTTI	GENERAL	EXPENSE REIMBURSEMENT - LUNCH FOR PD ORAL BOARD INTERVIEW
August 8, 2019	45659	\$897.00	ANDERSON'S PLUMBING	WATER	DEPOSIT REIMBURSEMENT FOR HYDRANT METER RENTAL
August 8, 2019	45660	\$1,817.17	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	COPIER CONTRACT FEES FOR JULY 2019 FOR CITY HALL, COPIER CONTRACT FEES FOR JULY 2019 (PD)
August 8, 2019	45661	\$188.69	AQUA NATURAL SOLUTIONS	SEWER	(1) MICROBE LIFT IND 5 GALLON - WWTP
August 8, 2019	45662	\$1,174.90	AT&T	GENERAL-WATER-SEWER	CITY WIDE TELEPHONE SERVICES 6/25/2019 - 7/24/2019
August 8, 2019	45663	\$61.25	AUTOZONE, INC	GENERAL	POLICE DEPARTMENT VEHICLE SUPPLIES
August 8, 2019	45664	\$795.95	BSK ASSOCIATES	WATER-SEWER	MONTHLY WASTEWATER ANALYSES, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION, MONTHLY WASTEWATER ANALYSES (WEEK 2-5)
August 8, 2019	45665	\$246.50	CELESTE CABRERA	GENERAL-CFD	EXPENSE REIMBURSEMENT - FRESNO COUNTY RECORDERS OFFICE FEES FOR PROPERTY TAX LEIN

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August 8, 2019	45666	\$38.00	CENTRAL VALLEY TOXICOLOGY INC	GENERAL	(1) ETHYL ALCOHOL LAB TEST (PD)
August 8, 2019	45667	\$464.32	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR JULY 2019
August 8, 2019	45668	\$154.50	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REALQUEST SERVICES FOR JULY 2019
August 8, 2019	45669	\$658.43	CORBIN WILLITS INC	GENERAL-WATER-SEWER	ENHANCEMENT AND SERVICE FEES - MOM SYSTEM AUGUST 2019
August 8, 2019	45670	\$371.99	CROWN SERVICES CO	GENERAL-SEWER	(6) TOILET RENTAL - (AIRPORT BLVD, WWTP, BASS AVE, DERRICK AVE, MARIE STREET)
August 8, 2019	45671	\$583.07	CROWN SHORTLAND CONCRETE	STREETS	(2) YD CONCRETE B6 SACK MIX (QUINCE & 10TH ST) RIGHT-OF-WAY, (1) YD CONCRETE B6 SACK MIX ( L ST & 2ND ST) RIGHT-OF-WAY
August 8, 2019	45672	\$270.26	DATAMATIC INC	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE FEE FOR SEPTEMBER 2019
August 8, 2019	45673	\$517.91	EINERSON'S PREPRESS	WATER-SEWER	(5000 CT) UTILITY BILLING PAPER DOUBLE SIDED
August 8, 2019	45674	\$37.85	EMPLOYEE RELATIONS	WATER-SEWER	(1) DMV REPORT, MVR STATE FEE, PROFESSIONAL REFERENCE, FULL TIME GENERAL MAINTENANCE
August 8, 2019	45675	\$416.40	FRESNO COUNTY SHERIFF	GENERAL	(10) PRISONER PROCESS SERVICE 4TH QUARTER 4/1/2019 - 7/31/2019, RMS JMS ACCESS FEE FOR JULY 2019 (PD)
August 8, 2019	45676	\$434.00	FRESNO MOBILE RADIO INC	GENERAL	(31) POLICE DEPARTMENT RADIOS (PD)
August 8, 2019	45677	\$480.00	GONZALEZ TOWING, TIRE, AUTO,& DISMANTLING	SEWER-STREETS	CAT 140G - (4) REPLACE AIR BRAKE, AIR PAD, AIR VALVES
August 8, 2019	45678	\$4,532.47	ICAD INC	WATER-SEWER	(4.25 HR, 4 HR, 8.5 HR, & 5.5 HR) WATER PLANT & WASTEWATER PLANT TROUBLESHOOT & REPAIR
August 8, 2019	45679	\$51.83	J R SIMPLOT COMPANY	WATER	(1 GAL) ASANA XL ® 1 G - BUG PESTICIDE
August 8, 2019	45680	\$58.76	J.P. COOKE RABIES & LICENSE TAGS	GENERAL	(100 CT) DOG TAGS FOR FY 19/20 - RED HOUSE
August 8, 2019	45681	\$290.00	EDWARDS JIMENEZ	GENERAL	PER DIEM - ATTEND CA GANG INV ASSOCIATION CONFERENCE (PD) POST REIMBURSEABLE
August 8, 2019	45682	\$300.00	LEXIS NEXIS	GENERAL-WATER-SEWER	SUBSCRIPTION SERVICES FOR JULY 2019
August 8, 2019	45683	\$1,350.00	LG ELECTRIC	GENERAL-WATER-STREETS	STREET LIGHT INSTALLATION - OLLER STREET & 6TH STREET, DMV DATA WIRES INSTALL FOR EXISTING DAD SERVER, REPLACE EXISTING 20 AMP
August 8, 2019	45684	\$50.00	MENDOTA PENTECOSTAL CHURCH	GENERAL	FIREWORK STAND DEPOSIT REFUND
August 8, 2019	45685	\$50.00	MENDOTA YOUTH RECREATION	GENERAL	FIREWORK STAND DEPOSIT REFUND
August 8, 2019	45686	\$1,258.73	METRO UNIFORM	GENERAL	UNIFORM ITEMS FOR MULTIPLE POLICE OFFICERS
August 8, 2019	45687	\$1,098.33	MUNICIPAL MAINTENANCE EQUIPMENT	STREETS	(1) HYDRAULIC PUMP FOR STREET SWEEPER
August 8, 2019	45688	\$2,956.13	NORTHSTAR CHEMICAL	WATER	(800 GAL) SODIUM HYPOCHLORITE - 12.5% MILL A
August 8, 2019	45689	\$50.00	SALVADOR OCHOA	GENERAL	FIREWORK STAND DEPOSIT REFUND
August 8, 2019	45690	\$278.40	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICES 559-266-6456 7/26/19 - 8/25/19

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 7/23/2019 - 8/8/2019  
 Check# 45615 - 45702

August 8, 2019	45691	\$50.00	MARIO PLASCENCIA	GENERAL	FIREWORK STAND DEPOSIT REFUND
August 8, 2019	45692	\$2,412.10	PROVOST & PRITCHARD	GENERAL	PROFESSIONAL SERVICES COMMUNITY CENTER AT ROJAS PARK - JUNE 2019 CEQA REPORT
August 8, 2019	45693	\$10,879.09	R&B COMPANY	WATER	PASS THRU - (3) BADGER ULTRASONIC 1" METER E-SERIES 630 OLLER ST, REPLACEMENT METER FOR WASHINGTON SCHOOL,
August 8, 2019	45694	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES 7/21/2019 - 8/20/2019 (PD)
August 8, 2019	45695	\$98,576.25	S.E.T. SERVICES	SEWER	EMERGENCY 8" SEWER REPLACEMENT - MARIE STREET
August 8, 2019	45696	\$70.17	KEVIN SMITH	GENERAL	EXPENSE REIMBURSEMENT - HUMVEE: CHARGER AND BATTERY
August 8, 2019	45697	\$2,876.48	BANKCARD CENTER	GENERAL	CREDIT CARD EXPENSES 6/26/2019 - 7/24/2019
August 8, 2019	45698	\$7,342.88	VALLEY REMNANTS & ROLLS LLC	GENERAL	DMV - REMOVE CARPET, INSTALL LAMINANTE 12 MIL FLOOR
August 8, 2019	45699	\$345.80	VALLEY PETROLEUM & LIFT INC	GENERAL-WATER-SEWER-STREETS	SERVICE LEAKY HOSE & REPLACE HOSE ON DSL PUMP
August 8, 2019	45700	\$1,587.44	VICTOR'S TRACTOR REPAIR	GENERAL	(3) WEED ABATEMENTS
August 8, 2019	45701	\$50.00	WESTSIDE YOUTH INC	GENERAL	FIREWORK STAND DEPOSIT REFUND
August 8, 2019	45702	\$190.00	CALFORNIA MUNICIPAL TRESURES ASSOCIATION	GENERAL	2019-20 MUNICIPAL MEMBERSHIP RENEWAL (2 MEMBERS)
		\$698,562.12			

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**AGENDA ITEM**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CRISTIAN GONZALEZ, CITY MANAGER

**SUBJECT:** DEVELOPMENT AGREEMENT, LA COLONIA SUBDIVISION  
REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION OF  
STORM DRAIN DETENTION BASIN IMPROVEMENTS AT  
CITY OF MENDOTA WASTEWATER TREATMENT PLAN

**DATE:** AUGUST 13, 2019

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**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 with KSA Homes, Inc., was introduced, and then duly passed and approved by your Council on August 28, 2018. That Development Agreement was subsequently amended on February 26 and May 13.

One of the Developer's responsibilities under the agreement is to construct improvements to the storm drain ditch along Bass Avenue from 2<sup>nd</sup> Street to the City Wastewater Treatment Plant. This work was recently completed. The City has inspected and accepted the work in full.

The developer has submitted invoices from several contractors and his consulting engineer in support of his claim for reimbursement. The invoices have been reviewed by the City Engineer and have been approved for payment, in the amount of \$358,065.69. Copies of the submitted invoices and the City Engineer's reconciliation are attached.

**FISCAL IMPACT:**

This reimbursement will be paid from the Storm Drain Capital Fund. Sufficient money is available to cover the cost. No General Fund money will be expended.

**RECOMMENDATION:**

Staff recommends that that City Council adopt Resolution No. 19-54, approving reimbursement of storm drain basin construction expenses in accordance with the Development Agreement for La Colonia, and authorizing staff to process a warrant payable to KSA Homes, Inc. in the amount of \$358,065.69, in the normal course of City business.

**La Colonia**

**WWTP Basin Construction Reimbursements**

**Cost of the Work Per Hour**

**R.L. Gibbs**

Invoice 6	\$	115,464.98
Invoice 11	\$	16,517.63
Invoice 18	\$	61,137.83
Invoice 59	\$	5,210.00
Invoice 61	\$	31,054.75

Subtotal: \$ 229,385.19

**Hawkins Engineering**

2466.11-008	\$	4,221.25
2466.11-009	\$	2,131.75
2466.11-010	\$	475.00
2466.11-011	\$	768.75
2466.11-012	\$	2,161.25
2466.11-014	\$	3,423.75
2466.11-017	\$	2,733.75

Subtotal: \$ 15,915.50

**Technicon**

Invoice 21280	\$	1,700.00
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**Barracuda Construction, Inc.**

Invoice 1330	\$	99,958.50
Invoice 1336	\$	11,106.50

Subtotal: \$ 111,065.00

Total All Contracts: \$ 358,065.69

KSA REALTY INVESTMENTS LLC

# Invoice

TWO HIDDEN LANE  
 BAKERSFIELD, CA 93309

Date	Invoice #
6/14/2019	BASIN REV2

Bill To
CITY OF MENDOTA 643 QUINCE ST MENDOTA, CA 93640

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	REIMBURSE FOR COSTS OF DRAINAGE BASIN - R&L GIBBS INVOICE 6	115,464.98	115,464.98
	REIMBURSE FOR COSTS OF DRAINAGE BASIN- R&L GIBBS INVOICE 11	16,517.63	16,517.63
	REIMBURSE FOR COSTS OF DRAINAGE BASIN-R&L GIBBS INVOICE 18	61,137.83	61,137.83
	REIMBURSE FOR COSTS OF DRAINAGE BASIN- HAWKINS & ASSOCIATES ENGINEERING WORK	15,915.50	15,915.50
	REIMBURSE FOR COSTS OF DRAINAGE BASIN-R&L GIBBS INVOICE 59	5,210.00	5,210.00
	REIMBURSE FOR COSTS OF DRAINAGE BASIN-R&L GIBBS INVOICE 61	31,054.75	31,054.75
	REIMBURSE FOR COSTS OF DRAINAGE BASIN-TECHNICON INVOICE 21280	1,700.00	1,700.00
	REIMBURSE FOR COSTS OF DRAINAGE BASIN-BARRACUDA INVOICE 1330	99,958.50	99,958.50
	REIMBURSE FOR COSTS OF DRAINAGE BASIN-BARRACUDA INVOICE 1336	11,106.50	11,106.50
		<b>Total</b>	\$358,065.69



R&L Gibbs Const, Inc

PO Box 724  
Squaw Valley, CA 93675  
License #I040909

# Invoice

Date	Invoice #
10/29/2018	6

Bill To
KSA Homes Inc PO Box 11107 Bakersfield, CA 93389-1107

P.O. No.	Terms	Project
1		La Colonia Estates- ...

Item	Description	Est Amt	Prior Amt	Prior %	Qty	Rate	Curr %	Total %	Amount
	Storm Drain Facilities Mendota, CA (Prevailing Wages)								
18" Stor... Manhole	L.F. HDPE Storm Drain- 18"	87,507.50			1,331.25	49.30	75.00%	75.00%	65,630.63
Type "B... Type "B...	Standard Manhole 48" 7.0'AVG Type "B" Inlet/Outlet Manhole	22,610.00 3,230.00			5.25 0.9	3,230.00 3,230.00	75.00% 90.00%	75.00% 90.00%	16,957.50 2,907.00
Tie To E... Tie To E...	D-2-D3 48" 7.0' AVG Tie To Existing Main W/Manhole 48" AVG	4,420.00			0.95	4,420.00	95.00%	95.00%	4,199.00
	SUBTOTAL	148,580.00					60.37%	60.37%	89,694.13
Sand	Tons Sand Bedding	19,200.00			800	24.00	100.00%	100.00%	19,200.00
	SUBTOTAL	19,200.00					100.00%	100.00%	19,200.00
8' W Gri... Temp C...	L.F. @ 8' W Grind In Place Asphalt L.F. @ 8' W Temp Cold Patch	4,036.45 12,672.00			895 66	4.51 38.40	100.00% 20.00%	100.00% 20.00%	4,036.45 2,534.40
	SUBTOTAL	71,697.25					9.17%	9.17%	6,570.85
Retention	Retention					-11,446.50			-11,446.50

Total	\$104,018.48
Payments/Credits	\$0.00
<b>Balance Due</b>	\$104,018.48

Total 115,464.98

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

Name of Claimant: R&L Gibbs Construction Inc

Name of Customer: KSA Homes Inc

Job Location: Storm Drain Facilities  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Homes Inc

Through Date: 10/29/18

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor and service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Homes Inc

Amount of Check: \$104,018.48

Check Payable to: R&L Gibbs Construction Inc

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including:  
(A) a right based on rescission, abandonment, or breach of contract, and  
(B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature: *Rory Lew*

Claimant's Title: Office Manager

Date of Signature: 10/29/18

R&L Gibbs Const, Inc

PO Box 724  
 Squaw Valley, CA 93675  
 License #1040909

# Invoice

Date	Invoice #
11/26/2018	11

Bill To
KSA Homes Inc PO Box 11107 Bakersfield, CA 93389-1107

Due Date	Project	Progress #
11/26/2018	La Colonia Estates- ...	2

Description	Rate	Est Qty	Est Amt	Prior %	Curr %	Current Billi...
Storm Drain Facilities Mendota, CA (Prevailing Wages)						
L.F. HDPE Storm Drain- 18"	49.30	1,775	87,507.50	75.00%	15.00%	13,126.13
Standard Manhole 48" 7.0'AVG	3,230.00	7	22,610.00	75.00%	15.00%	3,391.50
Type "B" Inlet/Outlet Manhole D-2-D3 48" 7.0' AVG	3,230.00	1	3,230.00	90.00%	0.00%	0.00
Tie To Existing Main W/Manhole 48" AVG	4,420.00	1	4,420.00	95.00%	0.00%	0.00
Type "D" Catch Basin	4,930.00	4	19,720.00		0.00%	0.00
Flared End Outlet (ADS) W/Rip Rap	3,060.00	1	3,060.00		0.00%	0.00
Raise Manhole To Grade	892.50	9	8,032.50		0.00%	0.00
SUBTOTAL			148,580.00		11.12%	16,517.63
Tons Sand Bedding	24.00	800	19,200.00	100.00%	0.00%	0.00
SUBTOTAL			19,200.00		0.00%	0.00
L.F. @ 8' W Grind In Place Asphalt	4.51	895	4,036.45	100.00%	0.00%	0.00
L.F. @ 8' W Temp Cold Patch	38.40	330	12,672.00	20.00%	0.00%	0.00
S.F. Perm Patch Prep	0.80	7,160	5,728.00		0.00%	0.00
S.F. Perm Patch (Infared or Overlay Excluded)	6.88	7,160	49,260.80		0.00%	0.00
SUBTOTAL			71,697.25		0.00%	0.00
Retention	-1,651.77					-1,651.77

<b>Total</b>	\$14,865.86
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$14,865.86

*Retention* 1,651.77  
 TOTAL 16,517.63

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

Name of Claimant: R&L Gibbs Construction

Name of Customer: KSA Homes Inc

Job Location: Storm Drain Facilities  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Homes Inc

Through Date: 11/26/18

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor and service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Homes Inc

Amount of Check: \$14,865.86

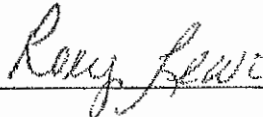
Check Payable to: R&L Gibbs Construction

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including:
  - (A) a right based on rescission, abandonment, or breach of contract, and
  - (B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature: 

Claimant's Title: Office Manager

Date of Signature: 11/26/18

R&L Gibbs Const, Inc

PO Box 724  
Squaw Valley, CA 93675  
License #1040909

# Invoice

Date	Invoice #
1/8/2019	18

Bill To
KSA Homes Inc PO Box 11107 Bakersfield, CA 93389-1107

Due Date	Project	Progress #
1/8/2019	Tr #6218	3

Description	Rate	Est Qty	Est Amt	Prior %	Curr %	Current Billi...
Storm Drain Facilities Mendota, CA (Prevailing Wages)						
L.F. HDPE Storm Drain-18"	49.30	1,775	87,507.50	90.00%	0.00%	0.00
Standard Manhole 48" 7.0'AVG	3,230.00	7	22,610.00	90.00%	0.00%	0.00
Type "B" Inlet/Outlet Manhole D-2-D3 48" 7.0' AVG	3,230.00	1	3,230.00	90.00%	0.00%	0.00
Tic To Existing Main W/Manhole 48" AVG	4,420.00	1	4,420.00	95.00%	0.00%	0.00
Type "D" Catch Basin	4,930.00	4	19,720.00		0.00%	0.00
Flared End Outlet (ADS) W/Rip Rap	3,060.00	1	3,060.00		0.00%	0.00
Raise Manhole To Grade	892.50	9	8,032.50		45.00%	3,614.63
SUBTOTAL			148,580.00		2.43%	3,614.63
Tons Sand Bedding	24.00	800	19,200.00	100.00%	0.00%	0.00
SUBTOTAL			19,200.00		0.00%	0.00
L.F. @ 8' W Grind In Place Asphalt	4.51	895	4,036.45	100.00%	0.00%	0.00
L.F. @ 8' W Temp Cold Patch	38.40	330	12,672.00	20.00%	20.00%	2,534.40
S.F. Perm Patch Prep	0.80	7,160	5,728.00		100.00%	5,728.00
S.F. Perm Patch (Infared or Overlay Excluded)	6.88	7,160	49,260.80		100.00%	49,260.80
SUBTOTAL			71,697.25		80.23%	57,523.20
Retention	-6,113.79					-6,113.79

<b>Total</b>	\$55,024.04
<b>Payments/Credits</b>	50.00
<b>Balance Due</b>	\$55,024.04

TOTAL 61,137.83

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

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Name of Claimant: R&L Gibbs Construction Inc.

Name of Customer: KSA Homes Inc

Job Location: Tr #6218  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Homes Inc

Through Date: 1/8/19

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor and service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Homes Inc

Amount of Check: \$55,024.04 Inv #18

Check Payable to: R&L Gibbs Construction Inc

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including:  
(A) a right based on rescission, abandonment, or breach of contract, and  
(B) the right to recover compensation for work not compensated by the payment.

**Signature:**

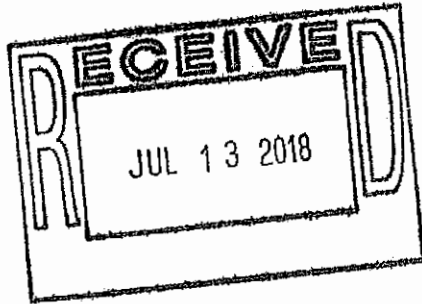
Claimant's Signature: *Rory Lee*

Claimant's Title: Office Manager

Date of Signature: 1/8/19

Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295

Steve Hair  
 KSA Investments, LLC  
 5301 Office Park Dr.  
 Suite 115  
 Bakersfield, CA 93309



Invoice number 2466.11-008  
 Date 07/06/2018

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	100.00	6,500.00	6,500.00	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	60.00	25,542.00	4,257.00	21,285.00
TASK 4 - CONSTRUCTION STAKING	36,120.00	0.00	0.00	0.00	0.00
TASK 5 - PREPARE FINAL MAP	7,500.00	0.00	0.00	0.00	0.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP (IF REQUIRED)	3,500.00	0.00	0.00	0.00	0.00
Total	109,950.00	31.18	34,284.50	12,999.50	21,285.00

**TASK 2 - PREPARE TENTATIVE MAP AND PROCESS APPLICATION**  
*Job site meeting and planning commission meeting*

	Hours	Rate	Billed Amount
Civil Engineer	4.00	135.00	540.00
<b>TASK 8 - ADDITIONAL SERVICES</b>			
<i>Additional for Basin at Waste Water Treatment Plant</i>			
ST - Survey Technician	9.75	70.00	682.50
SPC - Survey Party Chief	7.00	90.00	630.00
Project Designer	11.25	95.00	1,068.75
AutoCAD Draftsman	20.00	65.00	1,300.00

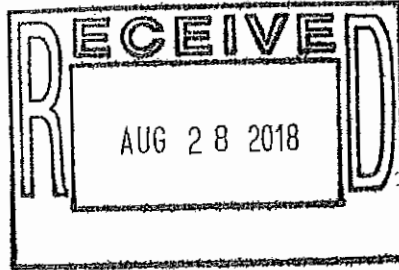
4221.25

OK

Invoice total **25,506.25**

Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
 Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354

Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 5301 Office Park Dr.  
 Suite 115  
 Bakersfield, CA 93309

Invoice number 2466.11-009  
 Date 08/23/2018

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	100.00	6,500.00	6,500.00	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	85.00	36,184.50	25,542.00	10,642.50
TASK 4 - CONSTRUCTION STAKING	36,120.00	0.00	0.00	0.00	0.00
TASK 5 - PREPARE FINAL MAP	7,500.00	70.00	5,250.00	0.00	5,250.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP	3,500.00	80.00	2,800.00	0.00	2,800.00
<b>Total</b>	<b>109,950.00</b>	<b>48.18</b>	<b>52,977.00</b>	<b>34,284.50</b>	<b>18,692.50</b>

**TASK 8 - ADDITIONAL SERVICES**

*Additional for Basin at Waste Water Treatment Plant*

Civil Engineer  
 Project Designer



2131.75

Hours	Rate	Billed Amount
4.00	135.00	540.00
16.75	95.00	1,591.25

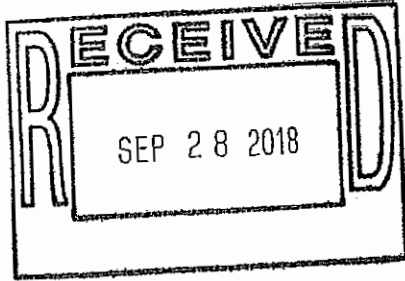
Invoice total **20,823.75**

*OK Steve*

Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
 Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354



Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 5301 Office Park Dr.  
 Suite 115  
 Bakersfield, CA 93309

Invoice number 2466.11-010  
 Date 09/24/2018

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)



Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	100.00	6,500.00	6,500.00	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	95.00	40,441.50	36,184.50	4,257.00
TASK 4 - CONSTRUCTION STAKING	36,120.00	5.00	1,806.00	0.00	1,806.00
TASK 5 - PREPARE FINAL MAP	7,500.00	90.00	6,750.00	5,250.00	1,500.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP	3,500.00	100.00	3,500.00	2,800.00	700.00
<b>Total</b>	<b>109,950.00</b>	<b>55.70</b>	<b>61,240.00</b>	<b>52,977.00</b>	<b>8,263.00</b>

**TASK 8 - ADDITIONAL SERVICES**

Create an exhibit for the Rojas Park Expansion for Rod, modify WWTP basin drawings and calcs.

Project Designer	Hours	Rate	Billed Amount
	5.00	95.00	475.00

OK

Invoice total **8,738.00**

Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
 Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354

Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 P. O. Box 11107  
 Bakersfield, CA 93389-1107

Invoice number 2466.11-011  
 Date 10/15/2018  
 Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)

**TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY**

To reverse labor billed at regular rate for "Topo Basin" at Waste Water Treatment Plant

	Hours	Rate	Billed Amount
ST - Survey Technician	-9.75	70.00	<del>682.50</del>
SPC - Survey Party Chief	-6.00	90.00	<del>540.00</del>

**TASK 8 - ADDITIONAL SERVICES**

to rebill labor at prevailing wage rates - original invoice 2466.11-008 dated 7/06/2018 for "Topo Basin" at Waste Water Treatment Plant.

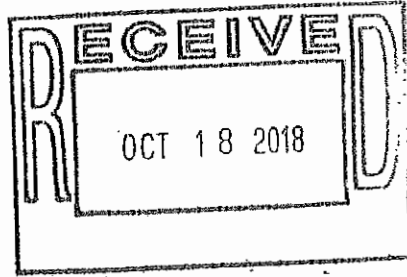
	Hours	Rate	Billed Amount
ST - Survey Technician	9.75 ✓	115.00	1,121.25
SPC - Survey Party Chief	6.00 ✓	145.00	870.00

Invoice total **768.75** ✓

Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
 Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354

OK

Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 5301 Office Park Dr.  
 Suite 115  
 Bakersfield, CA 93309

Invoice number 2466.11-008 ✓  
 Date 07/06/2018

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)

*Original Billing*

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	100.00	6,500.00	6,500.00	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	60.00	25,542.00	4,257.00	21,285.00
TASK 4 - CONSTRUCTION STAKING	36,120.00	0.00	0.00	0.00	0.00
TASK 5 - PREPARE FINAL MAP	7,500.00	0.00	0.00	0.00	0.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP (IF REQUIRED)	3,500.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>109,950.00</b>	<b>31.18</b>	<b>34,284.50</b>	<b>12,999.50</b>	<b>21,285.00</b>

**TASK 2 - PREPARE TENTATIVE MAP AND PROCESS APPLICATION**

*Job site meeting and planning commission meeting*

	Hours	Rate	Billed Amount
Civil Engineer	4.00	135.00	540.00

**TASK 8 - ADDITIONAL SERVICES**

*Additional for Basin at Waste Water Treatment Plant*

	Hours	Rate	Billed Amount
ST - Survey Technician	9.75	70.00	682.50
SPC - Survey Party Chief <i>1 hour - Robert in house support - Not Paid</i>	7.00	90.00	630.00
Project Designer	11.25	95.00	1,068.75
AutoCAD Draftsman	20.00	65.00	1,300.00

*OHV*

Invoice total 25,506.25

*pd. on acct # 2930  
 7/19/18*

Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
 Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354

**Payroll**

**(For Contractor's Optional Use; See Instructions, Form WH-347 Inst.)**

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input checked="" type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>										Address															
Company Name										436 Mitchell Road - Suite A Modesto, CA 95354															
PAYROLL NO. <i>10/1/18 to 10/15/18</i>					FOR WEEK ENDING Saturday, October 13, 2018					PROJECT DESCRIPTION La Colonia Subdivision (Bass Avenue)					PROJECT OR CONTRACT NO. 2466.11										
Name and Individual Identifying Number of Worker	No. of Withholding Exemptions	Work Classifications	Hours Worked Each Day							Total Hours	Rate of Pay Hourly/Cash Fringe	Gross Amount Earned Project / All Projects	Deductions					Net Pay							
			SUN 10-07	MON 10-08	TUE 10-09	WED 10-10	THU 10-11	FRI 10-12	SAT 10-13				FICA	FWH	SDI	SWH	Other		Total Deduct						
Robert M. Herman 7859	1	Survey Party Chief								6.00		438.48						1213.48	136.16	156.97	17.80	47.54	0.00	358.47	855.01
		ST	0.00	0.00	0.00	0.00	0.00	0.00	6.00	6.00	73.08														



Date October 16, 2018

I, Lourie Halstead, Office Manager  
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by  
Hawkins & Associates Engineering, Inc. on the  
(Contractor or Subcontractor)  
Basin at Waste Water Treatment Plant that during the payroll period commencing on the  
(Building or Work)  
1st day of October, 2018, and ending the 15th day of October, 2018,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have  
been or will be made either directly or indirectly to or on behalf of said  
Hawkins & Associates Engineering, Inc. from the full  
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly  
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part  
3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,  
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below:

Employer paid medical and vacation/sick accrued per hour

(2) That any payrolls otherwise under this contract required to be submitted for the above period are  
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that the  
classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of  
Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a  
State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in  
the above referenced payroll, payments of fringe benefits as listed in the contract  
have been or will be made to appropriate programs for the benefit of such  
employees, except as noted in Section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid,  
as indicated on the payroll, an amount not less than the sum of the applicable  
basic hourly wage rate plus the amount of the required fringe benefits as listed  
in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

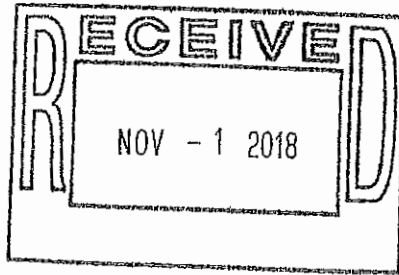
EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

Basic hourly wage plus fringe benefits  
are paid directly to the employee

NAME AND TITLE Louretta (Lourie) Halstead Office Manager	SIGNATURE <i>Lourie Halstead</i>
THIS WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 51 OF THE UNITED STATES CODE.	

Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 P. O. Box 11107  
 Bakersfield, CA 93389-1107

Invoice number 2466.11-012  
 Date 10/26/2018

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	81.19	5,277.50	5,277.50	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 2 - PREPARE TENTATIVE MAP AND PROCESS APPLICATION	0.00	0.00	11,225.00	11,225.00	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	95.00	40,441.50	40,441.50	0.00
TASK 4 - CONSTRUCTION STAKING	36,120.00	30.00	10,836.00	1,806.00	9,030.00 <i>stake</i>
TASK 5 - PREPARE FINAL MAP	7,500.00	90.00	6,750.00	6,750.00	0.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP	3,500.00	100.00	3,500.00	3,500.00	0.00
<b>Total</b>	<b>109,950.00</b>	<b>73.01</b>	<b>80,272.50</b>	<b>71,242.50</b>	<b>9,030.00</b>

**TASK 8 - ADDITIONAL SERVICES**

*Revise grading for Cul-De-Sac*

Hours	Rate	Billed Amount
14.25	95.00	1,353.75

Project Designer  
**BASIN AT WASTE WATER TREATMENT PLANT**  
*Modify grading at WWTP Basin*

Hours	Rate	Billed Amount
22.75	95.00	2,161.25

Project Designer  
**ROJAS PARK SOCCER FIELD**

Hours	Rate	Billed Amount
8.50	95.00	807.50

Project Designer  
**PRINTS / COPIES**

*OK*

Prints  
*For Rod, 1st Submittal Plot, 2nd Submittal Plot*

Fees & Permits  
*Datatre Specific Documents: 1988.0004208, 6934.0668, & 5400.0663*

Billed Amount
511.92
21.81

Invoice total **13,886.23**

Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 P. O. Box 11107  
 Bakersfield, CA 93389-1107

Invoice number 2466.11-014  
 Date 12/17/2018

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)



Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	100.00	6,500.00	6,500.00	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 2 - PREPARE TENTATIVE MAP AND PROCESS APPLICATION	0.00	0.00	11,225.00	11,225.00	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	95.00	40,441.50	40,441.50	0.00
TASK 4 - CONSTRUCTION STAKING	36,120.00	50.00	18,060.00	14,448.00	3,612.00
TASK 5 - PREPARE FINAL MAP	7,500.00	100.00	7,500.00	7,500.00	0.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP	3,500.00	100.00	3,500.00	3,500.00	0.00
ROJAS PARK SOCCER FIELD	0.00	0.00	807.50	807.50	0.00
<b>Total</b>	<b>109,950.00</b>	<b>82.11</b>	<b>90,276.50</b>	<b>86,664.50</b>	<b>3,612.00</b>

**BASIN AT WASTE WATER TREATMENT PLANT**

Set stake points in drawing for off-site storm retention pond. Create stake exhibit, export points to file and create cut sheet. Stake top/Toes at ponding basin

	Hours	Rate	Billed Amount
Survey Project Manager	4.75	110.00	522.50
ST - Survey Technician	13.25	115.00	1,523.75
SPC - Survey Party Chief	9.50	145.00	1,377.50

**PRINTS / COPIES**

Prints

Billed Amount
343.92

For Field Crew

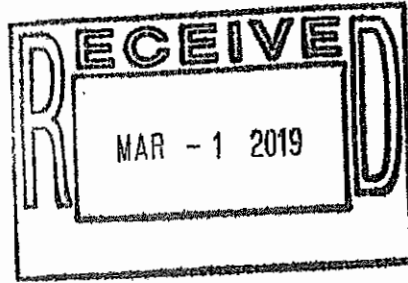
Submittal Plot  
 Mylar prints for Signature and recording  
 For Field Crew

Invoice total **7,379.67**

Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
 Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354



Hawkins & Associates Engineering  
 436 Mitchell Road  
 Suite A  
 Modesto, CA 95354  
 (209) 575-4295



Steve Hair  
 KSA Investments, LLC  
 P. O. Box 11107  
 Bakersfield, CA 93389-1107

Invoice number 2466.11-017  
 Date 02/25/2019

Project 2466.11 LA COLONIA SUBDIVISION  
 (BASS AVENUE)

Description	Contract Amount	Percent Complete	Total Billed	Prior Billed	Current Billed
TASK 1 - TOPOGRAPHY & BOUNDARY SURVEY	6,500.00	100.00	6,500.00	6,500.00	0.00
PRELIMINARY SURVEY INVESTIGATION	0.00	0.00	2,242.50	2,242.50	0.00
TASK 2 -PREPARE TENTATIVE MAP AND PROCESS APPLICATION	0.00	0.00	11,225.00	11,225.00	0.00
TASK 3 - SITE IMPROVEMENT PLANS	42,570.00	100.00	42,570.00	42,570.00	0.00
TASK 4 - CONSTRUCTION STAKING	36,120.00	60.00	21,672.00	21,672.00	0.00
TASK 5 - PREPARE FINAL MAP	7,500.00	100.00	7,500.00	7,500.00	0.00
TASK 6 - LOT MONUMENTATION	13,760.00	0.00	0.00	0.00	0.00
TASK 7 - SWPPP	3,500.00	100.00	3,500.00	3,500.00	0.00
ROJAS PARK SOCCER FIELD	0.00	0.00	807.50	807.50	0.00
<b>Total</b>	<b>109,950.00</b>	<b>87.33</b>	<b>96,017.00</b>	<b>96,017.00</b>	<b>0.00</b>

**PLOT PLAN / FIT LIST**

*Revisions to Fit List*

	Hours	Rate	Billed Amount
Project Designer	7.50	95.00	712.50

**TASK 8 - ADDITIONAL SERVICES**

*Restake water laterals, Move driveways, driveway stations, water line laterals and stations, street lights and stations and fire hydrants and stations per Steve Hair revisions. Revise final map lot exhibit and email to David McGlasson, create lot exhibit for Steve, and final map exhibit to Ruby. Locate guy wires, power wires.*

	Hours	Rate	Billed Amount
Survey Project Manager	10.25	110.00	1,127.50
ST - Survey Technician	8.75	70.00	612.50
SPC - Survey Party Chief	8.75	90.00	787.50
Project Designer	22.50	95.00	2,137.50

**BASIN AT WASTE WATER TREATMENT PLANT**

*Stake pressure tanks in Basin, topo power poles at Basin, Re-stake basin road new grade and location*

	Hours	Rate	Billed Amount
Survey Project Manager	1.00	110.00	110.00
ST - Survey Technician	15.25	115.00	1,753.75
SPC - Survey Party Chief	6.00	145.00	870.00

Steve Hair  
Project 2466.11 LA COLONIA SUBDIVISION (BASS AVENUE)

Invoice number 2466.11-017  
Date 02/25/2019

FEDEX SHIPPING FEES

Shipping Fees

*Ship Final Mylar Map to Steve Hair.*

Billed  
Amount

50.68

Invoice total

**8,161.93**

*Thank you for choosing Hawkins & Associates Engineering, Inc. for your Civil Engineering and Surveying needs.  
Please mail payment to: 436 Mitchell Road Suite A Modesto, CA 95354*

*OK  
SH*

R&L Gibbs Construction Inc

PO Box 724  
 Squaw Valley, CA 93675  
 License #1040909

# Invoice

Date	Invoice #
5/23/2019	59

Bill To
KSA Homes Inc PO Box 11107 Bakersfield, CA 93389-1107

Due Date	Project	Progress #
5/23/2019	Tr #6218	

Description	Rate	Est Qty	Est Amt	Prior %	Curr %	Current Billi...
CO #2 Lower Entry Way W/Prevailing Wages Bass Ave Mendota, CA						
Excavator	225.00	4	900.00		100.00%	900.00
Loader	165.00	10	1,650.00		100.00%	1,650.00
Backhoe	165.00	4	660.00		100.00%	660.00
Labor	100.00	20	2,000.00		100.00%	2,000.00
Retention	-521.00					-521.00

*5210.00*

<b>Total</b>	\$4,689.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$4,689.00

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

Name of Claimant: R&L Gibbs Construction Inc

Name of Customer: KSA Homes Inc

Job Location: TR #6218  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Homes Inc

Through Date: 5/23/19

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor and service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Homes Inc

Amount of Check: \$4689.00

Check Payable to: R&L Gibbs Construction Inc

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including:  
(A) a right based on rescission, abandonment, or breach of contract, and  
(B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature: *Roxy Law*

Claimant's Title: Office Manager

Date of Signature: 5/23/19

R&L Gibbs Construction Inc

PO Box 724  
 Squaw Valley, CA 93675  
 License #1040909

# Invoice

Date	Invoice #
5/28/2019	61

<b>Bill To</b>
KSA Homes Inc PO Box 11107 Bakersfield, CA 93389-1107

Due Date	Project	Progress #
5/28/2019	Tr #6218	4

Description	Rate	Est Qty	Est Amt	Prior %	Curr %	Current Billi...
Storm Drain Facilities Mendota, CA (Prevailing Wages)						
L.F. HDPE Storm Drain- 18"	49.30	1,775	87,507.50	90.00%	10.00%	8,750.75
Standard Manhole 48" 7.0'AVG	3,230.00	7	22,610.00	90.00%	10.00%	2,261.00
Type "B" Inlet/Outlet Manhole D-2-D3 48" 7.0' AVG	3,230.00	1	3,230.00	90.00%	10.00%	323.00
Tie To Existing Main W/Manhole 48" AVG	4,420.00	1	4,420.00	95.00%	0.00%	0.00
Type "D" Catch Basin	4,930.00	4	19,720.00		100.00%	19,720.00
Flared End Outlet (ADS) W/Rip Rap	3,060.00	1	3,060.00		0.00%	0.00
Raise Manhole To Grade	892.50	9	8,032.50	45.00%	0.00%	0.00
SUBTOTAL			148,580.00		20.90%	31,054.75
Tons Sand Bedding	24.00	800	19,200.00	100.00%	0.00%	0.00
SUBTOTAL			19,200.00		0.00%	0.00
L.F. @ 8' W Grind In Place Asphalt	4.51	895	4,036.45	100.00%	0.00%	0.00
L.F. @ 8' W Temp Cold Patch	38.40	330	12,672.00	40.00%	0.00%	0.00
S.F. Perm Patch Prep	0.80	7,160	5,728.00	100.00%	0.00%	0.00
S.F. Perm Patch (Infared or Overlay Excluded)	6.88	7,160	49,260.80	100.00%	0.00%	0.00
SUBTOTAL			71,697.25		0.00%	0.00
Retention	-3,105.48					<del>-3,105.48</del>

<b>Total</b>	31054.75 \$27,949.27
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$27,949.27

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

Name of Claimant: R&L Gibbs Construction Inc

Name of Customer: KSA Homes Inc

Job Location: Tr #6218  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Homes Inc

Through Date: 5/28/19

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor and service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Homes Inc

Amount of Check: \$27,949.27 Inv # 61

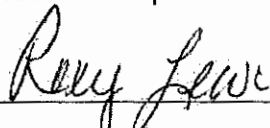
Check Payable to: R&L Gibbs Construction Inc

**Exceptions:**

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including:  
(A) a right based on rescission, abandonment, or breach of contract, and  
(B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature: 

Claimant's Title: Office Manager

Date of Signature: 5/28/19

# Invoice



**TECHNICON**

ENGINEERING SERVICES, INC.

4539 N. Brawley Ave., Suite #108

Fresno, CA 93722

P 559-276-9311 F 559-276-9344

**PAID**  
04/15/2019

Date	Invoice #
2/28/2019	21280
Report #001	

**Bill To**

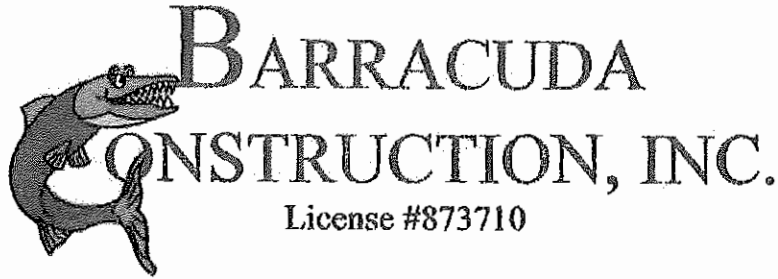
KSA HOMES INC  
STEVE HAIR  
PO BOX 11107  
BAKERSFIELD, CA 93389

**PROJECT**

190135M  
Regional Storm Water Basin Imp  
Mendota, CA

P.O. No.	Terms
	Net 30

Description	Quantity	U/M	Rate	Amount
Subgrade Compaction Testing PW Rate	12	hr	94.00	1,128.00
MD/OM Curve ASTM D1557	1	ea	185.00	185.00
Report Preparation	1	ls	387.00	387.00
<b>Total</b>				<b>\$1,700.00</b>



**\*\* INVOICE \*\***

KSA HOMES, INC.  
5301 Office Park Drive, Ste 115  
Bakersfield CA 93309

2019 1330 3/11/2019  
Contract No. 2870  
Storm Basin - Mendota

Contract Progress Billing for Storm Basin - Mendota

Original Contract Sum	158,350.00
Net of Change Orders	-47,285.00
	-----
Contract Sum to Date	111,065.00
Total Completed and Stored	111,065.00
Less: Retainage	11,106.50
	-----
TOTAL: Less Retainage	99,958.50
Less: Prior Applications	0.00
	-----
CURRENT PAYMENT DUE	99,958.50





# Progress Billing Continuation Sheet

Project: Storm Basin @ Mendota

Application Date 3/11/2019  
Project Number 2870

Item NO.	CO NO.	Description of Work	Scheduled Value	Work Completed		%	Balance To Finish	Retainage
				From Previous Applications	This Period			
10	0	Excavate Drainage Basin	\$102,400.00	0.00	102,400.00	100	0.00	10,240.00
20	0	Subgrade Prep - for AB	\$16,800.00	0.00	16,800.00	100	0.00	1,680.00
30	0	Agbase	\$39,150.00	0.00	39,150.00	100	0.00	3,915.00
100	1	CO#1 - Addt'l costs due to weather	\$8,665.00	0.00	8,665.00	100	0.00	866.50
100	2	CO#2- Delete SGPrep & AB	(\$55,950.00)	0.00	(55,950.00)	100	0.00	(5,595.00)
			<b>\$111,065.00</b>	<b>0.00</b>	<b>111,065.00</b>		<b>0.00</b>	<b>11,106.50</b>

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

Name of Claimant: Barracuda Construction Inc

Name of Customer: KSA Investments LLC

Job Location: Tr #6218  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Investments LLC

Through Date: 3/11/19

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor and service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Investments LLC

Amount of Check: \$99,958.50 Inv #2019-1330

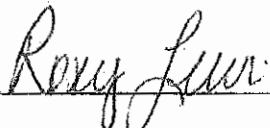
Check Payable to: Barracuda Construction Inc

**Exceptions:**

This document does not affect any of the following:

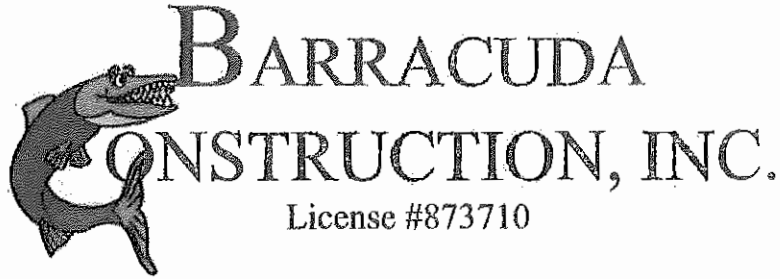
- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:  
Date(s) of waiver and release: \_\_\_\_\_  
Amount(s) of unpaid progress payment(s): \$ \_\_\_\_\_
- (4) Contract rights, including:
  - (A) a right based on rescission, abandonment, or breach of contract, and
  - (B) the right to recover compensation for work not compensated by the payment.

**Signature:**

Claimant's Signature: 

Claimant's Title: Office Manager

Date of Signature: 3/11/19



**\*\* INVOICE \*\***

KSA HOMES. INC.  
5301 Office Park Drive, Ste 115  
Bakersfield CA 93309

2019 1336 3/22/2019  
Contract No. 2870  
Storm Basin - Mendota

Contract Progress Billing for Storm Basin - Mendota -  
Retention

Original Contract Sum	158,350.00
Net of Change Orders	-47,285.00
	-----
Contract Sum to Date	111,065.00
Total Completed and Stored	111,065.00
Less: Retainage	11,106.50
	-----
TOTAL: Less Retainage	99,958.50
Less: Prior Applications	99,958.50
Plus: Retainage Reduction	11,106.50
	-----
CURRENT PAYMENT DUE	11,106.50

# Progress Billing Continuation Sheet

Project: Storm Basin @ Mendota

Application Date 3/22/2019  
Project Number 2870

Item NO.	CO NO.	Description of Work	Scheduled Value	Work Completed		%	Balance To Finish	Retainage
				From Previous Applications	This Period			
10	0	Excavate Drainage Basin	\$102,400.00	102,400.00	0.00	100	0.00	10,240.00
20	0	Subgrade Prep - for AB	\$16,800.00	16,800.00	0.00	100	0.00	1,680.00
30	0	Agbase	\$39,150.00	39,150.00	0.00	100	0.00	3,915.00
100	1	CO#1 - Add'l costs due to weather	\$8,665.00	8,665.00	0.00	100	0.00	866.50
100	2	CO#2- Delete SGPrep & AB	(\$55,950.00)	(55,950.00)	0.00	100	0.00	(5,595.00)
			<b>\$111,065.00</b>	<b>111,065.00</b>	<b>0.00</b>		<b>0.00</b>	<b>11,106.50</b>

**CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

Name of Claimant: Barracuda Construction Inc

Name of Customer: KSA Investments LLC

Job Location: Tr #6218  
(ADDRESS)  
Mendota, CA  
(CITY) (STATE) (ZIP)

Owner: KSA Investments LLC

**Conditional Waiver and Release:**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: KSA Investments LLC

Amount of Check: \$11,106.50 Inv #2019-1336

Check Payable to: Barracuda Construction Inc

**Exceptions:**

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ \_\_\_\_\_

**Signature:**

Claimant's Signature: 

Claimant's Title: Office Manager

Date of Signature: 3/22/19

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AUTHORIZING  
REIMBURSEMENT OF COSTS OF  
CONSTRUCTION OF STORM DRAINAGE  
IMPROVEMENTS PURSUANT TO THE  
DEVELOPMENT AGREEMENT FOR  
TRACT 6218, LA COLONIA**

**RESOLUTION NO. 19-54**

**WHEREAS**, 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;

**WHEREAS**, to accommodate the La Colonia subdivision, the City passed and adopted Ordinance 18-04, approving the project's Development Agreement with KSA Homes, Inc., on August 28, 2018;

**WHEREAS**, the subject Development Agreement was subsequently amended by Resolution of the City Council on February 26, 2019 and again on May 13, 2019;

**WHEREAS**, Amendment 2, approved on May 13, 2019, provides that KSA Homes, Inc. will be fully reimbursed for the cost of construction of the storm drainage improvements described in Exhibit E of the Development Agreement;

**WHEREAS**, these storm drainage improvements have been completed, and have been inspected and accepted by the City Engineer on behalf of the City;

**WHEREAS**, KSA Homes, Inc. has submitted invoices documenting expenses for engineering and constructing the subject storm drainage improvements totaling \$358,065.69. These have been reviewed and checked by the City Engineer;

**WHEREAS**, in accordance with the Development Agreement it is now appropriate to reimburse KSA Homes, Inc. for these expenses;

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

The City hereby authorizes and directs staff to prepare a warrant, payable to KSA Homes, Inc. in the amount of \$358,065.69, be drawn against the Storm Drain Capital account in the normal course of City business and placed on the next regular warrant register for approval.

---

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 13<sup>th</sup> day of August, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Celeste Cabrera-Garcia, City Clerk

---

**AGENDA ITEM – STAFF REPORT**

---

**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** THE APPROVAL OF AN EMERGENCY EXPENDITURE  
**DATE:** AUGUST 13, 2019

---

**ISSUE**

Should the Mendota City Council approve Resolution No. 19-55, approving the change order invoice #187 from SET Services (SET) for additional work and equipment used to complete to repair approximately 600' of sewer main that on Marie Street?

**BACKGROUND**

In accordance with the Mendota Municipal Code, large Public Works Projects are required to go out to a lengthy competitive bid process. On June 25th the City Council approved resolution 19-45, approving a proposal from SET for \$98,000 to conduct emergency repair work on a section of sewer main. During excavation, SET encountered a numerous amount of unknowns, such as underground electric and data conduits, abandoned water and sewer mains, and various areas of unstable soil conditions. These conditions required additional resources, costing more than anticipated, requiring the change order #187.

**ANALYSIS**

The original proposal was just a proposal, not exact. It is typical for additional work to be needed on projects of this nature. The contractor was required to bring in additional excavators, safety shielding and a vacuum trailer. He also worked on a Saturday, per my request, to expedite the repairs. All of the fees are attached to this report.

**FISCAL IMPACT:**

The change order amount is for \$22,273.43, which will be paid out of the sewer account.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached resolution allowing payment for the work that already got completed.



# SET Services

## Invoice

**Bill To:** City Of Mendota  
643 Quince Street  
Mendota, CA 93640

**Invoice No:** 187  
**Date:** 07/23/2019

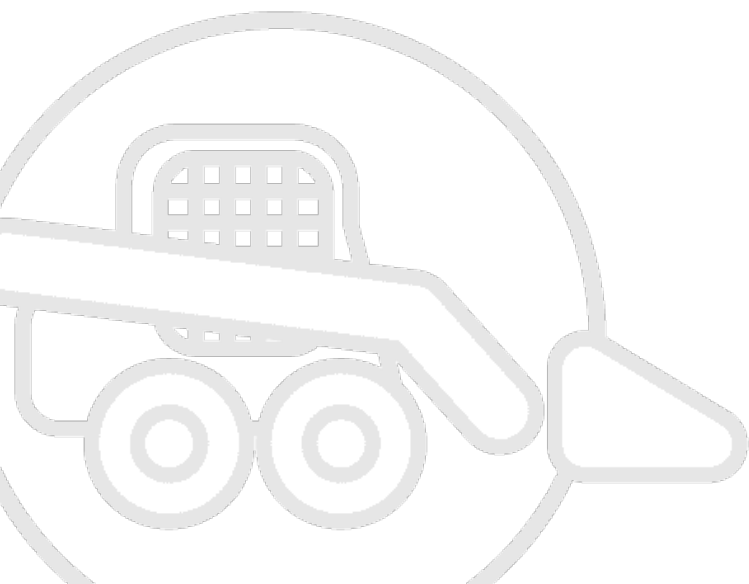
Description	Total
Total extra work billing	\$22,273.43
LABOR \$13,976.30	
MATERIAL \$3148.50	
EQUIPMENT \$5148.73	

Subtotal	\$22,273.43
TAX 0%	\$0.00
Total	\$22,273.43
PAID	\$0.00

---

**Balance Due** **\$22,273.43**

---



## MENDOTA EXTRA WORK

7/8/19 – 7/18/19

- 7/8/19 Monday, Day 1  
Potholing and identifying existing utilities not marked  
4 AT&T cables and 24" RCP  
2 Laborers for 4 hours (2 overtime)  
(2) \$64.86/2 hours = \$259.44  
(2) \$97.28/2 hours = \$389.12  
Total = \$648.56
- 7/9/19 Tuesday Day 2  
Exposing unmarked AT&T cables and 24" IRR pipe. Installing shields to make connection to existing SSMH  
5 Laborers for 4 hours (2 overtime)  
(5) \$64.86/2 hours = \$648.60  
(5) \$97.28/2 hours = \$972.80  
Total = \$1621.40
- 7/10/19 Wednesday Day 3  
Continued installing 8" PVC. Striping and locating AT&T cable. Encountered City repair attempt backfilled with sand. Had to stop digging to protect exposed waterline. Also : AT&T cable on East side heading West to center of ditch  
5 Laborers for 3 hours (1 overtime)  
(5) \$64.86/2 hours = \$648.60  
(5) \$ 97.28/1 hour = \$ 486.40  
Total = \$1135.00
- 7/11/19 Thursday Day 4  
Continued installing 8" PVC  
Had to expose AT&T 1500 Pair cable that continued crossing. Over from East to West side of trench. Remove trench shields and re-install on the South side of cable  
4 Laborers for 4 hours (1 overtime)  
(4) \$64.86/3 hours = \$778.32  
(4) \$97.28/1 hour = \$ 389.12  
Total = \$1267.44
- 7/12/19 Friday Day 5  
Continue installing 8" PVC  
Lost 2 hours exposing AT&T cables  
5 Laborers for 2 hours (overtime)  
(5) \$97.28/2 hours = \$972.80  
Total = \$977.80
- 7/13/19 Saturday Day 6  
Continue installing 8" PVC working Saturday at request of the City of Mendota  
1 ½ overtime (5) \$32.42/8 hours = \$1296.80  
Double time (5) \$129.21/2 hours = \$ 1297.10  
Total = \$2593.90

NOTE – AT&T 1500 Pair cable moved back to center of ditch and was Attached to remains of old power pole. Also has 3 additional cables attached. Also encountered failed city repair backfilled with sand. Exposing existing waterline.  
5 Laborers for 3 hours

(5) \$64.86/3 hours = \$972.90

Total for 7/13/19 = \$3566.80

- 7/15/19 Monday Day 7

Continued installing 8" PVC at service 5 (existing pump hole for lateral) continued exposing AT&T cable and tying up. Also found existing SMH. Had to go around the manhole with shield. Could not find SS lateral #6. It was diverted 18' to North to go around existing SSMH.

NOTE- EXISTING SSMH WAS NOT LOCATED BY THE CITY

5 Laborers for 3 hours (overtime)

(5) \$64.86/2 hours = \$648.60

(5) \$97.28/1 hour = \$486.40

Total = \$ 1135.00

- 7/16/19 Tuesday Day 8

Starting at SS #6. Located 18' North of intended location. Area lateral is in location of City attempted repair (lateral#5 and #6) The ground was all sand and existing sewer was leaking profusely. Lateral #6 also encased with concrete in attempt to stop the leak.

5 Laborers for 4 hours (1 overtime)

(5) \$64.86/3 hours = \$972.90

(5) \$ 97.28/1 hour = \$486.40

Total = \$1459.30

- 7/17/19 Wednesday Day 9

Continued installing 8" PVC. Exposing and tying up AT&T cables. Installed laterals #7 and #8. They were completely encased in concrete in an attempt to stop leak. Jackhammered to expose.

5 Laborers/3 hours (2 overtime)

(5) \$64.86/1 hour = \$324.30

(5) \$97.28/2 hours = \$972.80

Total = \$1297.10

- 7/18/19 Thursday Day 10

Continue installing 8" PVC. Install SS lateral #10 and make connection to existing SSMH. Existing water valve not located by City. Lateral #10 was installed directly under the valve and kicker block. Had to turn off water and rye in service under the thrust block.

5 Laborers/2 hours (2 hours overtime)

(5) \$97.28/2 hours = \$972.80

Total = \$972.80

MENDOTA EXTRA WORK

TOTAL EXTRA WORK FOR

- 1) Lowering new 8" PVC Sewer 2.1
- 2) Exposing and protecting 4 AT&T cables
- 3) Protecting existing trans site waterline at failed city repair locations
- 4) Jackhammer concrete at SS lateral connections at attempted City repairs

TOTAL EXTRA WORK LABOR = \$ 13,976.20

ADDITIONAL MATERIAL

5 loads sand = \$553.80/ load

TOTAL = \$2769.00

(1) 48" X 36" man hole barrel

TOTAL = \$379.50

TOTAL ADDITIONAL MATERIAL = \$3148.50

ADDITIONAL EQUIPMENT

8' X 10' Hydraulic trench boxes

4' X 16' trench shield extension

Retail, delivery, and pick up

TOTAL = \$3906.73

Trucking charge to move on and off additional larger excavator to keep up with backfill to protect the waterline at the City repair locations

TOTAL = \$1242.00

TOTAL ADDITIONAL EQUIPMENT = \$5148.73

TOTAL EXTRA WORK BILLING = \$22,273.43

**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 CHANGE ORDER FROM SET SERVICES  
FOR ADDITIONAL WORK AND EQUIPMENT  
THAT WAS REQUIRED TO REPLACE A SEWER  
MAIN LINE**

**RESOLUTION NO. 19-55**

**WHEREAS**, the City of Mendota (City) has the duty to protect the health and safety of its residents as well as maximize the public's investment in all relevant infrastructure; and

**WHEREAS**, the City previously determined that there was a collapsed sewer line that posed potential detrimental impacts to its residents and needed to be replaced immediately; and

**WHEREAS**, Mendota Municipal Code (MMC) Section 2.48.090(D) authorized the City Council to make an emergency expenditure that was required and immediately necessary for the continued operation of a city department; immediately necessary for the preservation of life and property; or immediately necessary for the health, safety or welfare of the public, or for the protection of property; and

**WHEREAS**, the City contacted various contractors and SET Services was the only contractor to submit an estimate for the proposed work; and

**WHEREAS**, at its June 25, 2019 regular meeting, the City Council approved Resolution No. 19-45 authorizing an emergency expenditure to replace a sewer main line, approved the proposed estimate from SET Services, and authorized the City Manager to execute any documents necessary for the emergency expenditure; and

**WHEREAS**, during the execution of the emergency repair work, the City and SET Services determined that previously unanticipated resources were needed to complete the work.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota approves the change order invoice no. 187, authorizes the payment of said invoice, and authorizes the City Manager to execute any documents necessary pertaining to the execution of payment.

---

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 13<sup>th</sup> day of August, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Celeste Cabrera-Garcia, City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
AN UNDERSTANDING BETWEEN THE CITY  
OF MENDOTA AND AMERICAN FEDERATION  
OF STATE COUNTY AND MUNICIPAL  
EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

**RESOLUTION NO. 19-56**

**WHEREAS**, a Memorandum of Understanding exists between AFSCME, American Federation of State County and Municipal Employees Local 2703 Mendota Chapter ("Union") (collectively, "Parties") to promote harmonious relations between the City and the Union, to establish an equitable and peaceful procedure for the resolution of differences, and to establish wages, hours of work and other terms and conditions of employment; and,

**WHEREAS**, the Memorandum of Understanding expired on June 30, 2014; and,

**WHEREAS**, an agreement has been reached between the Parties for a successor Memorandum of Understanding to be effective as of July 1, 2019; and,

**WHEREAS**, the proposed AFSCME Memorandum of Understanding 2019-2022 is attached as "Exhibit A".

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Mendota hereby adopts the Memorandum of Understanding between the City of Mendota and American Federation of State County and Municipal Employees Local 2703 Mendota Chapter Bargaining Unit for the term of July 1, 2019 through June 30, 2022.

\_\_\_\_\_  
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 13<sup>th</sup> day of August, 2019, by the following vote:

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

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

# Exhibit A



**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE CITY OF MENDOTA AND THE AMERICAN FEDERATION OF STATE COUNTY AND**  
**MUNICIPAL EMPLOYEES LOCAL 2703 MENDOTA CHAPTER**

**JULY 1, 2019 – JUNE 30, 2022**

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## ARTICLE I

### (PREAMBLE)

#### A. GENERAL

This Memorandum of Understanding ("MOU") is entered into this 1st day of July, 2019, by and between the American Federation of State County and Municipal Employees Local 2703 Mendota Chapter, (hereinafter "Union" or "Employees") and the City of Mendota, a municipal corporation of the State of California, (hereinafter "City") with respect to the terms and conditions of employment during fiscal year July 1, 2019 through June 30, 2022.

The purpose of this MOU is to promote harmonious relations between the City and Employees and to establish the wages, hours of work and other terms and conditions of employment for members of Employees, Unit.

#### B. GOVERNING LAWS

The legal relationship between City and Employees is governed by Chapter 10 of Division 4 of Title I of the California Government Code Section 3500 et. seq., known as the "Meyers-Millias-Brown Act" or "MMBA". In the event of a conflict between the MMBA and any City ordinance, resolution or other regulations, the provisions of the MMBA shall govern.

#### C. MEET AND CONFER

Union confirms that it had a full opportunity to and did meet and confer with City with respect to the provisions of this Agreement. The City Personnel Rules amended 2016 and adopted by City Council are incorporated herein as if fully set forth and shall be enforceable as part of this MOU. In the event of a conflict between the provisions of the Personnel Rules and this MOU, the provisions of this MOU shall prevail.

#### D. INTEGRATION CLAUSE

This MOU supersedes any prior agreements and/or Memoranda of Understanding between the

parties.

**E. COMPENSATION PACKAGE**

All compensation paid to or for Employees, including benefits and insurance, shall be considered part of Employees' total compensation package.

**ARTICLE II**

**(EMPLOYEE RIGHTS)**

**A. DISCRIMINATION**

City shall not interfere with or discriminate against any employee by reason of his/her membership in Union or by reason of any activity required by this MOU.

City shall not intimidate any employee or attempt to restrain any employee or attempt to limit the full and free expression of employees' rights to participate in Union's lawful activities.

**B. PERSONNEL FILES**

1. The official personnel file for each employee is maintained at City Hall under the direction of the City Manager. All official documents pertinent to an employee's relationship with the City, such as applications, performance evaluations, commendations, disciplinary actions and assignments shall be kept in the personnel file. Personnel files are considered confidential and access shall be limited **as required by law**.
2. Each employee may review his or her personnel file or authorize its review by a designated representative during normal working hours. Should individual departments keep a formal personnel file in addition to the file kept by the City Manager, the employee shall have the right, subject to reasonable rules and regulations, to review his or her departmental personnel file. The right to review employee personnel files shall not include the right to see any background investigation report.

3. Employees shall have the right to be informed any time information not otherwise protected by law is placed in their personnel file.
4. Employees shall have the right to write a rebuttal to any negative letters or information being placed in their personnel file. Said rebuttals, should they be verbal or written warnings, shall be written on the "Employee Comments" section of the form at the time the warning is given. Should the negative article involve suspension, demotion, or termination, the rebuttal shall be submitted in accordance with the Skelly notice and established hearing date procedures. For any other document that may be negative in nature, there will be a one (1) business day limit to the submittal of a rebuttal statement, which will be attached to the document of demerit. This only grants the right to an immediate rebuttal, and does not allow for a clarification to, amendment of, substitution of, or additional rebuttal; nor does it allow for rebuttal to a document that has already been placed in the file prior to such time as the adoption of this MOU. Any rebuttal requested after the timeframes or outside the manner listed above shall be considered non-compliant, and will not be included in the personnel record.

**C. WORK WEEK**

1. Forty (40) hours of actual attendance on duty, including paid holiday hours, shall constitute a minimum work week for all full-time employees.
2. The regularly scheduled work week for clerical staff shall be from 8:00 AM to 5:00 PM Monday through Friday.
3. The regularly scheduled work week for Public Works employees who are not providing weekend coverage shall be from 7:00 AM to 4:00 PM. The employee of the Public Works Department assigned to work the 4:00 PM – 5:00 PM shift shall have the following options during their week of covering the 4:00 PM – 5:00 PM shift:

- a. Work from 7:00 AM to 5:00 PM, with a two hour lunch from 12:00 PM to 2:00 PM, Monday through Friday.
- b. Work from 8:00AM to 5:00PM, with a one hour lunch from 12:00 PM to 1:00 PM, Monday through Friday.

At least one (1) day prior to the start of their scheduled shift, an employee who is scheduled to work the 4:00 PM – 5:00 PM shift shall contact his/her immediate supervisor to provide notice of which shift option abovementioned he/she will work.

The designation of that employee shall be determined by rotation among all the employees or by a fixed schedule for one employee volunteer, such determination to be made by the City Public Works Director or his/her designee.

- 4. The weekend coverage program would first be offered to Public Works employees on a volunteer basis. If they are not a sufficient number of volunteers, the Public Works Director has the authority to appoint public works employees to serve on a weekend coverage schedule. Schedules for weekend coverage program are to be approved by the Public Works Director and posted on the first Monday of every month.

**D. REINSTATEMENT FROM LAY-OFF**

Reinstatements from a lay off procedures are covered by the City of Mendota Personnel Rules, VI. Layoff Procedures.

**E. JOB SECURITY**



1. The City and Union agree that no person other than those normally employed shall perform the work normally done within their job class, by a member of the bargaining unit except in cases of an emergency. In the event of an emergency, every effort will be made to utilize the services of such members of the bargaining unit who would normally perform the work required.
2. Any regular employee in the Bargaining Unit shall only be disciplined or dismissed for just cause.

**F. DISCHARGE AND DISCIPLINE PROCEDURES**

Discharge and Discipline Procedures are outlined in the City of Mendota's Personnel Rules in V. Disciplinary Actions.

**ARTICLE III**

**(MANAGEMENT RIGHTS)**

**A. GENERAL**

Notwithstanding any other provision of this Agreement, nothing in this Memorandum of Understanding is intended to or shall be construed to limit the management rights of City, consistent with City Personnel Rules and applicable law, to:

1. Direct the work of employees;
2. Hire, discharge, promote, demote, transfer, layoff, assign, reassign and classify employees;
3. Discipline employees for proper cause;
4. Take all actions as may be necessary to carry out the mission of City;
5. Determine the methods, means and personnel by which operations are to be conducted; and
6. Determine the budget, organization, merits, necessity, and level of any activity or service provided to the public.

**ARTICLE IV**

**(RECOGNITION)**

**A. UNION RECOGNITION**

City acknowledges Union as the exclusively recognized employees' organization representing Employees. Employees and City agree to meet and confer in good faith promptly upon request by the other party and continue for a reasonable period of time in order to exchange freely information,

opinions and proposals and endeavor to reach agreement on matters within the scope of representation. City and Employees agree to meet at least ninety (90) days prior to expiration of this Agreement.

**B. UNIT DESCRIPTION**

1. This Unit shall consist of all employees of the City, excluding part-time, exempt, temporary, seasonal, confidential, sworn public safety and management employees (defined as the City Manager, the Chief Building Official, Finance Officer, City Clerk, and all Department Heads).
2. Membership Dues: The City shall deduct the dues upon enrollment notification from the Union. The amount of Union dues shall be determined by the Union.
3. Exceptions to Membership Dues: Employee earnings must be sufficient after other legal and required deductions are made to cover the amount of the authorized deduction. When an employee is in a non-pay status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the employee be required to deposit with the City the amount which would have been deducted if the employee had been in a pay status during that period. In the case of a pay period when the employee's salary is not sufficient to cover other legal and required deductions, no deduction or deposit shall be required.
4. New Employee Orientation Access and Disclosure of Employee Contact Information (AB119 Agreement): See Exhibit A, attached to this MOU.

**C. UNION STEWARDS AND OFFICERS**

City recognizes and agrees to deal with accredited Union Stewards and representatives of Union in all matters relating to grievances (consistent with the City Grievance Procedure as detailed in Section VII. Grievance Procedure of the Personnel Rules) and the interpretation of this Memorandum of Understanding. The accredited officers of the Local Union shall be the president or his designee, plus

one local steward to be designated in writing by Union.

**D. CITY AGENTS**

The accredited Union Stewards and representatives of Union agree to deal with the City Manager or his/her designee as the agent of City in all matters relating to grievances, (consistent with the City Grievance Procedure), interpretation of this MOU, and any and all negotiations for the development of future MOU.

**E. MEMBERSHIP DUES PAYMENT**

The check for Union deductions shall be made payable and mailed monthly to:

AFSCME, Local 2703

1640 N. Street #220

Merced, California 95340

**F. PEOPLE PROGRAM**

The City shall deduct, as part of dues deduction for those employees who voluntarily elect such additional deduction, an amount designated for the "AFSCME PEOPLE PROGRAM". City shall account for such additional deductions separately when each check is mailed to the Union.

**ARTICLE V**

**(COMPENSATION)**

**A. WAGE INCREASE**

3% COLA on July 1, 2019

3% COLA on July 1, 2020

3% COLA on July 1, 2021

Revised salary schedules are attached as Exhibit B

**B. OVERTIME**

1. City and Employees shall comply with the minimum requirements of the Fair Labor Standards Act (FLSA). Paid hours in excess of eight (8) hours in a day and/or forty (40) hours in a week shall be paid as overtime if the employee actually worked more than eight (8) hours in a day or actually worked forty (40) hours during that week. For the purpose of computing actual hours worked refer to Article II (C). Overtime will be credited either as time and a half pay or time and a half comp time, at the employee's option. Employees may not accrue more than forty (40) hours of compensation time on the books, and comp time hours cannot be cashed out, except when the employee is retiring or separated from employment.
2. Overtime shall be offered on a rotational basis to full-time employees before being made available to part-time employees. Disputes regarding overtime assignments shall be resolved by seniority.

**C. STAND-BY PAY**

1. The City shall pay a flat rate of \$10.00 per day to employees who are required to stand-by during the period 5:00 PM Monday to 7:00 AM Tuesday; 5:00 PM Tuesday to 7:00 AM Wednesday; 5:00 PM Wednesday to 7:00 AM Thursday; and 5:00 PM Thursday to 7:00 AM Friday.
2. The City shall pay two (2) hours of straight pay per day to employees who are required to stand-by for call back on weekends. Weekend stand-by days shall begin at 5:00 PM on Friday and continue until 7:00 AM the following Monday.
3. Holiday stand-by days shall begin at 5:00 PM on the day preceding the holiday and continue until 7:00 AM on the day following the holiday.
4. Standby work is defined as when an employee must be within reach by telephone and within

such distance from the City that he/she can report to work within thirty (30) minutes.

5. All stand-by assignments shall be first made available for volunteers. Union members who volunteer shall be selected first before non-union member volunteers are selected. Should none volunteer, the Public Works Director, or management employee carrying said role, will then assign employees, first rotating through the non-union employees, then the Public works Full-time employees, beginning with the least senior. Once worked, the assigned employee will be moved to the bottom of the list and the rotation shall adjust accordingly.

**D. CALL BACK PAY**

Employees called back to work after working a regular work shift or while on stand-by shall be paid for a minimum of two (2) hours. Should "call back" extend beyond two (2) hours of actual work, the actual work shall be charged as overtime.

**E. HOLIDAY PAY**

Employees required to work on a day the City observes a holiday shall be paid at the rate of double time for actual hours worked up to eight (8) hours on the holiday, plus regular pay for the holiday. Hours in excess of eight (8) hours worked on a holiday shall be paid at the rate of double time.

**F. WEEKEND COVERAGE PAY**

Public Works Employees scheduled to work weekends, pursuant to Article II (C) 4, shall be compensated, in addition to regular pay, a flat rate of \$50.00 per day providing that employee actually works an eight (8) hour shift each day excluding vacation or sick leave.

**G. TIME CLOCK**

All public works employees are to punch the time clock when they arrive at work. The employee is to punch out at lunchtime and punch back in when said employee returns to work. Employees shall only punch their own time cards.

**ARTICLE VI**  
**(MISCELLANEOUS)**

**A. REST PERIODS**

Employees shall be allowed rest periods (coffee breaks) not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break during each work shift without loss of pay. Rest periods and locations shall be scheduled in accordance with the requirements of the Department.

1. Employees shall receive one (1) sixty (60) minute lunch break during the work shift at 12:00 PM. Employees who are assigned to special duties that require amended lunch hours, such as front office lunch hour coverage and street sweeping, shall have their lunch periods assigned and/or approved by their respective department heads. Should an employee be called out by a supervisor or the Public Works Director, said employee shall be allowed to complete their full hour of the lunch break.
2. Lunch breaks and rest periods are not cumulative and shall not be used to arrive late or leave work early without supervisory approval.

**B. CLEAN UP TIME**

Employees who are required to become dirty while on the job, shall be allowed 15 minutes for a personal clean up period prior to the end of each work shift and prior to their lunch break, if necessary.

**C. PROTECTIVE CLOTHING**

If any employee is required to wear any protective clothing or device, the item will be provided by City. Union and City shall agree to a reasonable life expectancy for such articles. If any such article(s) is lost or damaged through negligence on the part of the employee, it shall be replaced at the expense of the employee. In cases where chemical or toxic materials are regularly used by an employee, a yearly medical examination shall be provided at City's expense. City shall provide rain gear for use by Public

Works employees. City will replace rain gear that wears out or is damaged on the job. Employees to whom rain gear has been provided shall be responsible for replacement of that gear if it is lost or damaged due to the employee's negligence. All such gear shall be returned to City upon termination or resignation of the employee, or for the issuance of new gear.

**D. UNIFORMS**

City will provide full-time Public Works employees with five (5) shirts and five (5) pairs of pants.

Each employee shall be responsible for cleaning his/her uniforms. Replacement of worn uniforms shall be at City's expense. The City is to provide one (1) pair of safety work boots with steel shank and steel toe per fiscal year. The safety work boots shall be up to \$185, including tax, and is eligible for replacement July 1<sup>st</sup> of each year beginning July 1, 2019. The use of safety work boots shall be mandatory for those employees. Jackets shall be replaced every four (4) years.

EMPLOYEES SHALL NOT PURCHASE ALCOHOL (BEER, WINE, ETC.) WHILE IN CITY UNIFORM.

**E. VACATION**

1. Employees shall accrue vacation credits at the following rates:

Up to five (5) years of service: 3.08 hours per pay period

More than five (5) years of service: 4.62 hours per pay period

More than ten (10) years of service: 6.16 hours per pay period

2. Vacation will be scheduled not less than fourteen (14) days in advance, with the prime consideration being that necessary functions of the department are adequately maintained. Whenever two (2) or more employees choose the same vacation period, the matter will be settled on the basis of seniority.

3. Emergency vacation leave of less than five (5) working days may be granted if the



employee gives as much prior notice as is reasonably possible and it is a true emergency. Requests for emergency leave will not be denied unless the functions of that department would be seriously jeopardized by the absence of the employee. Employees will schedule vacation time off on an annual basis.

4. Maximum vacation accrual shall not exceed 320 hours of vacation. An employee shall not accrue vacation hours in excess of the maximum accrual of 320 hours. Hours may be re-accumulated if the vacation leave balance falls below the maximum.
5. Any employee of this bargaining unit may cash out, up to 40 hours of vacation time once per fiscal year. Employee cashing out vacation must have a minimum of 80 hours of accrued vacation at the time of this request to be eligible.

**F. HOLIDAYS**

1. New Year's Day (January 1)
2. Martin Luther King's Birthday (3<sup>rd</sup> Monday in January)
3. Lincoln's Birthday (February 12)
4. President's Day (3<sup>rd</sup> Monday in February)
5. Cesar Chavez (March 31)
6. ½ Day Good Friday (Friday before Easter)
7. Memorial Day (Last Monday in May)
8. Independence Day (July 4)
9. Labor Day (1<sup>st</sup> Monday in September)
10. Columbus Day (2<sup>nd</sup> Monday in October)
11. Veteran's Day (November 11)
12. Thanksgiving Day (As declared in November) *Friday after Thanksgiving*

13. ½ Day Christmas Eve (December 24)
14. Christmas Day (December 25)
15. ½ Day New Year's Eve (December 31)
16. Optional Holiday (Employee's choice)
  - a. Whenever any such holiday falls on a Saturday, the preceding Friday shall be taken as the holiday. Whenever any such holiday falls on a Sunday, the following Monday shall be taken as the holiday.
  - b. Optional Holiday shall be observed in the year earned between July 1<sup>st</sup> and June 30<sup>th</sup>. Failure to take the optional Holiday will result in forfeiture.
  - c. Any day or part of a day declared by the President of the United States or the Governor of California to be a national day of mourning or celebration shall be observed as a Holiday.
  - d. Eligibility for Holiday pay, excluding optional Holidays, for holidays not worked is subject to the following:
    - i. An employee has a pre-authorized absence the day before or the day after a holiday then that employee shall be paid for the holiday.
    - ii. If an Employee calls in sick the day before or the day after a holiday will be paid in the first instance in a calendar year. The second instance and all other instances of an employee calling in sick the day before or the day after a holiday will require a doctors certificate in order to receive the holiday pay.

**G. SICK LEAVE**

1. Sick leave with pay shall accrue at the rate of 3.70 hours per pay period.
2. At least one (1) hour prior to the start of their scheduled shift, an employee who is going to

be absent on sick leave shall contact his/her immediate supervisor that he/she will be on sick leave.

3. An employee will be granted sick leave only for the following reasons:
  - a. Personal illness or incapacity;
  - b. Illness of a member of the employee's household or immediate family which requires the employees' personal care and attendance, not to exceed three (3) working days in any calendar year; or
  - c. Death of a member of the employee's household or immediate family, not to exceed five (5) working days for any one death. Immediate family shall be restricted to father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, foster children, and adopted children.
4. Employees on sick leave may be required to present a doctor's note. The requirement for a doctor's note shall be imposed only when there is reason to suspect the employee of abusing sick leave. The employer shall consider Family and Medical Leave Act on a case by case basis.
5. The employee may accumulate an unlimited amount of sick leave. However, the maximum amount that an employee may receive for unused sick leave, upon separation or retirement, is \$1,000.00. An employee is only eligible for this payment if they have worked for the City for five (5) years.

#### **H. BEREAVEMENT LEAVE**

Employees shall be granted two days of bereavement leave in the event of the death of a family member as defined in G.3. Employees may take an additional four (4) days of sick and/or vacation leave for qualifying bereavement leaves, to a combined total of six (6) days.

**I. STATE DISABILITY INSURANCE**

City shall pay the full cost of Employees' Insurance (SDI).

**J. INSURANCE BENEFITS**

1. The City of Mendota shall provide medical insurance to its employees and dependents, with premium coverage up to the following capped levels of monthly premium contribution:

- A) Employee Only: \$400
- B) Employee and Spouse: \$850
- C) Employee and Children: \$600
- D) Family: \$1,000

These are the maximum values for the City's contribution towards medical insurance premiums. Any increase above these amounts shall be at the expense of the employee.

This is coverage of the premium, not a payable benefit in that if the premium falls below the cap, the difference is not paid to the employee,

2. The City will obtain a life, health; dental, orthodontic, and visual care insurance plan for full-time permanent employees and their dependents. City will pay the full premium for life, dental and visual care for existing employees and their dependents.
3. Employees covered by health insurance from a different source, such as through spouse's employment, may elect to receive a maximum of \$500.00 in lieu of insurance coverage.

**K. RETIREMENT PLAN**

1. The benefit contract in effect between the City of Mendota and the Public Employees Retirement System (PERS) on behalf of eligible permanent full-time employees of this unit is 2% at age 62.

- The employee will make the full employee contributions to the plan.

- The employer will make the full employer contributions to the plan.

All new employees hired on or after January 1, 2013 and are new Miscellaneous members of Public Employees Retirement System (PERS), pursuant to the Public Employee's Pension Reform Act (PEPRA) of 2013, the City shall provide the PERS Miscellaneous 2% @ 62 Retirement Plan.

2. All PERS contribution paid by the employees shall be paid on a pre-tax basis as per IRS code.

**L. LOCK-OUT AND STRIKE**

No lockout of employees shall be instituted by City during the term of this Agreement. No strike, slow down, sickout or "blue flu" shall be conducted, participated in, caused, or encouraged by Union or the members of Union during the term of this Agreement.

**M. BULLETIN BOARDS**

City shall furnish suitable bulletin boards for use by union. City shall post announcements for all personnel examinations and job openings on these boards. Union May post other matters relating to Union on the boards.

**N. SENIORITY**

1. Whenever two or more employees in the same class possess and exhibit the same degree of merit, with regard to filling vacancies, temporary appointments or overtime, the assignment shall be given to the employee possessing the greater seniority in the same class. As used herein, seniority shall be defined as length of total service in a current classification.

2. Merit shall be determined by City based on the following criteria:
  - a. Ability to perform assigned duties effectively;
  - b. Ability to work harmoniously with others;

- c. Overall work performance, including any disciplinary actions;
- d. Ability to take direction;
- e. Attendance record;
- f. Skills and qualifications.

**ARTICLE VII**  
**(TERMINATION)**

The term of this Agreement shall be July 1, 2019 through June 30, 2022. The terms of this MOU shall remain in effect until such time as a successor Agreement is negotiated, ratified, and signed by the parties.

During the life of the MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, such party shall request in writing to meet and confer on the item. Each item shall be specified in writing prior to the meeting. This provision shall not create the right to renegotiate this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hand this 1<sup>st</sup> day of July, 2019.

CITY OF MENDOTA

AMERICAN FEDERATION OF STATE,  
COUNTY, MUNICIPAL EMPLOYEES,  
AFLCIO Local 2703 Mendota Chapter

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

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

By: \_\_\_\_\_  
Vice President

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

By: \_\_\_\_\_  
Union Representative

**AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES 2703**  
**AND**  
**THE CITY OF MENDOTA**  
**SIDE LETTER AGREEMENT REGARDING NEW EMPLOYEE ORIENTATION ACCESS**  
**AND DISCLOSURE OF EMPLOYEE CONTACT INFORMATION**

The City of Mendota and the AFSCME 2703 Mendota Employees Unit (hereinafter "Union"), jointly referred to as "Parties," enter into this Agreement to implement the terms of Government Code sections 3555-3559. The Parties agree that the terms of this Agreement are incorporated into the existing Memorandum of Understanding (MOU) between them by specific reference.

The Parties acknowledge that this Agreement, once implemented by both Parties, fully complies with and exhausts the Parties' obligation to negotiate pursuant to Government Code Section 3557. Due to such agreement, compulsory arbitration pursuant to Government Code Section 3557 is waived for so long as this Agreement is in effect.

**New Employee Orientation and New Employee Onboarding**

This shall apply to all new employees hired after the date of this Agreement who are appointed to a classification within the AFSCME 2703 Mendota City Employees bargaining unit. The Parties acknowledge that the City provides a new employee orientation (NEO) or an Onboarding presentation to all new employees hired by the City.

The Union will be provided not less than ten (10) calendar days' advance notice of the time, date and location of the orientation or the new employee Onboarding process, including the number of bargaining unit employees in attendance. An exception to the ten (10) calendar days' advance notice requirement is if there is an urgent need for meeting in less than ten (10) calendar days' that is critical to the City's operations and is not reasonably foreseeable.

At the end of the new employee orientation meeting or Onboarding process, the Union will be given fifteen (15) minutes as part of the new employee orientation meeting or Onboarding process to present Union membership information to employee/s in the Union's bargaining unit. No more than two (2) representatives of the Union may present the information to the employees. This could include a Chapter board member, officer, or steward and a Union representative designated by the Union.

The purpose and content of the meeting will be to discuss the rights and obligations created by the governing MOU, the role of representation, and to answer any questions. Management representatives shall excuse themselves and not be present during the Union portion of the orientation.

An employee's attendance at the new employee orientation including the portion of the orientation conducted by the Union is mandatory. An employee who is unable to attend the new employee orientation in person may request to attend and be approved to participate in another new employee orientation offered by the City that is close in time to the original orientation. Attendance includes the Union portion of the orientation.

Union representatives who are City employees and are conducting the orientation during their regular work hours will be granted release time to attend and travel to and from the orientation provided the Union provides City HR with the employee's name prior to the orientation. Employees shall be released for this purpose unless unusual operational needs interfere with the release, in which case the employee and the Union will be provided with a written explanation of why the employee could not be released.

**Information Provided**

The City will provide the Union with a digital file via email to the email address designated by the Union containing the following information to the extent the City has the information on file:

- Name
- Job title
- Department
- Work location
- Work, home, and personal cellular telephone numbers
- Personal email addresses on file with the City (new hires only)
- Home address

Such information will be provided in a manner consistent with Government Code Section 6207 for a participant in the address confidentiality program established pursuant to Chapter 3.1 (commencing with Government Code Section 6205) of Division 7, and in a manner consistent with employee privacy requirements described in *County of Los Angeles v. Los Angeles County Employee Relations Com.* (2013) 56 Cal.4th 905.

Subject to the foregoing paragraph, such information will be provided as follows:

- For new hires, within thirty (30) days of the date of hire or by the first pay period of the month following hire.
- Regularly, for all bargaining unit employees on each calendar year quarter.

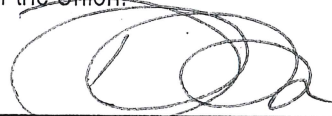
Either party may grieve a violation of this article to the extent permitted by the terms of the MOU Grievance Policy.

For the City:



Cristian Gonzalez, City Manager

For the Union:



Debbie Macias, Union Representative

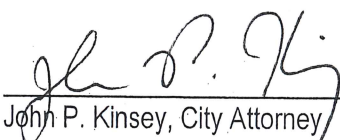
Date:

2/13/19

Date:

3-7-19

Approved as to Form:

  
John P. Kinsey, City Attorney



**CITY OF MENDOTA**  
**Salary Schedule (Hourly Wages)**

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  
 Revised: 06/2019  
 Revised: 07/2019

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	12,8175	13,4584	14,1313	14,8379	15,5798	16,3687	17,1767	18,0355	18,9373	19,8841
Administrative Assistant II	14,1138	14,8195	15,5605	16,3385	17,1554	18,0132	18,9138	19,8595	20,8525	21,8951
Administrative Assistant III	15,0770	15,8309	16,6224	17,4535	18,3262	19,2425	20,2046	21,2149	22,2756	23,3894
Community Service Officer	14,1138	14,8195	15,5605	16,3385	17,1554	18,0132	18,9138	19,8595	20,8525	21,8951
Maintenance Worker I	14,4014	15,1215	15,8775	16,6714	17,5050	18,3802	19,2993	20,2642	21,2774	22,3413
Maintenance Worker II	16,6590	17,4920	18,3685	19,2849	20,2491	21,2616	22,3247	23,4409	24,6129	25,8436
Maintenance Worker III	17,5815	18,4606	19,3836	20,3528	21,3704	22,4389	23,5609	24,7389	25,9759	27,2747
Groundskeeper	13,7232	14,4094	15,1298	15,8863	16,6806	17,5147	18,3904	19,3099	20,2754	21,2892
Public Works Foreman	20,5189	21,5448	22,6221	23,7532	24,9409	26,1879	27,4973	28,8722	30,3158	31,8315
Police Records Clerk	12,8175	13,4584	14,1313	14,8379	15,5798	16,3687	17,1767	18,0355	18,9373	19,8841
Water/Wastewater Operator I	16,6712	17,5048	18,3800	19,2990	20,2639	21,2771	22,3410	23,4581	24,6310	25,8625
Water/Wastewater Operator II	21,2771	22,3410	23,4580	24,6309	25,8624	27,1556	28,5133	29,9390	31,4360	33,0078

\*Remove in 2020

\*Remove in 2021

\*Remove in 2022

## CITY OF MENDOTA Salary Schedule (Hourly Wages)

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  
 Revised: 05/2019  
 Revised: 07/2019  
 Revised: 01/2020

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant I	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Administrative Assistant II	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Administrative Assistant III	15.8309	16.6224	17.4535	18.3262	19.2425	20.2046	21.2149	22.2756	23.3894
Community Service Officer	14.8195	15.5605	16.3385	17.1554	18.0132	18.9138	19.8595	20.8525	21.8951
Maintenance Worker I	15.1215	15.8775	16.6714	17.5050	18.3802	19.2993	20.2642	21.2774	22.3413
Maintenance Worker II	17.4920	18.3665	19.2849	20.2491	21.2616	22.3247	23.4409	24.6129	25.8436
Maintenance Worker III	18.4606	19.3836	20.3528	21.3704	22.4389	23.5609	24.7389	25.9759	27.2747
Groundskeeper	14.4094	15.1298	15.8863	16.6806	17.5147	18.3904	19.3099	20.2754	21.2892
Public Works Foreman	21.5448	22.6221	23.7532	24.9409	26.1879	27.4973	28.8722	30.3158	31.8315
Police Records Clerk	13.4584	14.1313	14.8379	15.5798	16.3587	17.1767	18.0355	18.9373	19.8841
Water/Wastewater Operator I	17.5048	18.3800	19.2990	20.2639	21.2771	22.3410	23.4581	24.6310	25.8625
Water/Wastewater Operator II	22.3410	23.4560	24.6309	25.8624	27.1556	28.5133	29.9390	31.4360	33.0078

*Remove in 2021
*Remove in 2022

## CITY OF MENDOTA Salary Schedule (Hourly Wages)

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

Revised: 05/2019

Revised: 07/2019

Revised: 01/2020

Revised: 07/2020

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Administrative Assistant I	13,8621	14,5552	15,2830	16,0471	16,8495	17,6919	18,5765	19,5054	20,4806
Administrative Assistant II	15,2640	16,0272	16,8286	17,6700	18,5535	19,4812	20,4552	21,4780	22,5519
Administrative Assistant III	16,3058	17,1211	17,9771	18,8760	19,8198	20,8108	21,8513	22,9439	24,0911
Community Service Officer	15,2640	16,0272	16,8286	17,6700	18,5535	19,4812	20,4552	21,4780	22,5519
Maintenance Worker I	15,5751	16,3539	17,1715	18,0301	18,9316	19,8782	20,8721	21,9157	23,0115
Maintenance Worker II	18,0147	18,9154	19,8612	20,8543	21,8970	22,9918	24,1414	25,3485	26,6159
Maintenance Worker III	19,0144	19,9651	20,9634	22,0115	23,1121	24,2677	25,4811	26,7552	28,0929
Groundskeeper	14,8416	15,5837	16,3629	17,1810	18,0401	18,9421	19,8892	20,8836	21,9278
Public Works Foreman	22,1911	23,3007	24,4657	25,6890	26,9734	28,3221	29,7382	31,2251	32,7864
Police Records Clerk	13,8621	14,5552	15,2830	16,0471	16,8495	17,6919	18,5765	19,5054	20,4806
Water/Wastewater Operator I	18,0299	18,9314	19,8780	20,8719	21,9155	23,0112	24,1618	25,3699	26,6384
Water/Wastewater Operator II	23,0112	24,1618	25,3698	26,6383	27,9703	29,3688	30,8372	32,3791	33,9980

\*Remove in 2021

\*Remove in 2022

## CITY OF MENDOTA Salary Schedule (Hourly Wages)

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  
 Revised: 05/2019  
 Revised: 07/2019  
 Revised: 01/2020  
 Revised: 07/2020  
 Revised: 01/2021

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I	14.5552	15.2830	16.0471	16.8495	17.6919	18.5765	19.5054	20.4806
Administrative Assistant II	16.0272	16.8286	17.6700	18.5535	19.4812	20.4552	21.4780	22.5519
Administrative Assistant III	17.1211	17.9771	18.8760	19.8198	20.8108	21.8513	22.9439	24.0911
Community Service Officer	16.0272	16.8286	17.6700	18.5535	19.4812	20.4552	21.4780	22.5519
Maintenance Worker I	16.3539	17.1715	18.0301	18.9316	19.8782	20.8721	21.9157	23.0115
Maintenance Worker II	18.9154	19.8612	20.8543	21.8970	22.9918	24.1414	25.3485	26.6159
Maintenance Worker III	19.9651	20.9634	22.0115	23.1121	24.2677	25.4811	26.7552	28.0929
Groundskeeper	15.5837	16.3629	17.1810	18.0401	18.9421	19.8892	20.8836	21.9278
Public Works Foreman	23.3007	24.4657	25.6890	26.9734	28.3221	29.7382	31.2251	32.7864
Police Records Clerk	14.5552	15.2830	16.0471	16.8495	17.6919	18.5765	19.5054	20.4806
Water/Wastewater Operator I	18.9314	19.8780	20.8719	21.9155	23.0112	24.1618	25.3699	26.6384
Water/Wastewater Operator II	24.1618	25.3698	26.6383	27.9703	29.3688	30.8372	32.3791	33.9980

\*Remove in 2022

## CITY OF MENDOTA Salary Schedule (Hourly Wages)

Created: 06/2013  
 Revised: 07/2013  
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 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  
 Revised: 06/2019  
 Revised: 07/2019  
 Revised: 01/2020  
 Revised: 07/2020  
 Revised: 01/2021  
 Revised: 07/2021

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
Administrative Assistant I	14,9918	15,7414	16,5285	17,3549	18,2226	19,1338	20,0904	21,0950
Administrative Assistant II	16,5080	17,3334	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Administrative Assistant III	17,6347	18,5164	19,4423	20,4144	21,4351	22,5068	23,6322	24,8138
Community Service Officer	16,5080	17,3334	18,2001	19,1101	20,0656	21,0689	22,1223	23,2284
Maintenance Worker I	16,8445	17,6867	18,5711	19,4996	20,4746	21,4983	22,5732	23,7019
Maintenance Worker II	19,4828	20,4569	21,4798	22,5538	23,6815	24,8655	26,1088	27,4143
Maintenance Worker III	20,5640	21,5922	22,6718	23,8054	24,9957	26,2455	27,5577	28,9356
Groundskeeper	16,0512	16,8538	17,6964	18,5813	19,5103	20,4859	21,5101	22,5857
Public Works Foreman	23,9997	25,1997	26,4597	27,7827	29,1718	30,6304	32,1619	33,7700
Police Records Clerk	14,9918	15,7414	16,5285	17,3549	18,2226	19,1338	20,0904	21,0950
Water/Wastewater Operator I	19,4993	20,4743	21,4980	22,5729	23,7015	24,8866	26,1309	27,4375
Water/Wastewater Operator II	24,8866	26,1309	27,4375	28,8094	30,2498	31,7623	33,3504	35,0179

\*Remove in 2022

## CITY OF MENDOTA Salary Schedule (Hourly Wages)

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

Revised: 05/2019

Revised: 07/2019

Revised: 01/2020

Revised: 07/2020

Revised: 01/2021

Revised: 07/2021

Revised: 01/2022

Positional Step Pay Plan	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Administrative Assistant I	16.5285	17.3549	18.2226	19.1338	20.0905	21.0950
Administrative Assistant II	18.2001	19.1101	20.0656	21.0689	22.1223	23.2284
Administrative Assistant III	19.4422	20.4143	21.4350	22.5068	23.6321	24.8137
Community Service Officer	18.2001	19.1101	20.0656	21.0689	22.1223	23.2284
Maintenance Worker I	18.5709	19.4995	20.4745	21.4982	22.5731	23.7017
Maintenance Worker II	21.4799	22.5538	23.6815	24.8656	26.1089	27.4143
Maintenance Worker III	22.6719	23.8055	24.9958	26.2456	27.5579	28.9357
Groundskeeper	17.6964	18.5812	19.5103	20.4858	21.5101	22.5856
Public Works Foreman	26.4596	27.7826	29.1717	30.6303	32.1618	33.7699
Police Records Clerk	16.5285	17.3549	18.2226	19.1338	20.0905	21.0950
Water/Wastewater Operator I	21.4980	22.5729	23.7016	24.8866	26.1310	27.4375
Water/Wastewater Operator II	27.4373	28.8092	30.2497	31.7622	33.3503	35.0178

**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 COMMERCIAL LEASE AGREEMENT  
BETWEEN THE CITY OF MENDOTA AND  
THE UNITED SECURITY BANK FOR THE  
LEASE OF A PORTION OF MENDOTA CITY  
HALL, AND AUTHORIZING THE CITY MANAGER  
TO EXECUTE SAME**

**RESOLUTION NO. 19-57**

**WHEREAS**, the City of Mendota (City) is the owner of real property situated at 643 Quince Street, Mendota, CA 93640, also known as Mendota City Hall; and

**WHEREAS**, USB requires commercial space in which to operate an interactive teller machine, and for office space and customer access in which to provide banking services; and

**WHEREAS**, the City and United Security Bank (USB) desire to enter into a lease for the rear patio area of City Hall; and

**WHEREAS**, USB desires to lease the area of City Hall from the City in accordance with the terms and conditions set forth in the Commercial Lease Agreement, attached hereto as Exhibit "A".

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota hereby approves the Commercial Lease Agreement, and authorizes the City Manager to execute the Commercial Lease Agreement, in substantial form presented as Exhibit "A," and all other documentation necessary to effectuate such Commercial Lease Agreement, including an amendment regarding the commencement date in which the United Security Bank is required to meet its obligation to pay rent, subject to such reasonable modifications, revisions, additions and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

---

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 13<sup>th</sup> day of August, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Celeste Cabrera-Garcia, City Clerk



# Exhibit A

**COMMERCIAL LEASE AGREEMENT**

SUMMARY OF LEASE PROVISIONS

- (A) Lessee: United Security Bank, a California corporation (“**USB**”).
- (B) Lessor: City of Mendota (“**City**”).
- (C) Date of Lease: August 13, 2019 (for reference purposes only)
- (D) Premises: A 480± sq. ft. portion (“**Premises**”) of that certain commercial real property comprised of 4,033±sq. ft. of City’s administrative office space situated in the City of Mendota, County of Fresno, State of California, and more particularly known as 643 Quince Street, Mendota, CA 93640, also known as the Mendota City Hall (“**Building**”), as further depicted and described in the Site Plan attached to the Commercial Lease Agreement (“**Lease**”) as Exhibit “A”.
- (E) Initial Term: 60 months (Section 2).
- (F) Commencement Date: \_\_\_\_\_, 2019 (Section 4).
- (G) Possession Date: Same as Commencement Date (Section 4).
- (H) End Date of Initial Term: \_\_\_\_\_, 2019, unless sooner terminated pursuant to the terms of this Lease or extended by option (Section 2).
- (I) Optional Terms: One (1) optional five (5) year term upon USB’s timely election, so long as USB is not in default when so electing (Section 3).
- (J) Rent:  
  
Monthly Rent for Term (Section 5):

<u>Months</u>	<u>Monthly Rent</u>
0–60 (i.e., Initial Term)	\$1,000.00/month
61-120 (i.e., Extended Term, if any)	\$1,300.00/month
- (K) Additional Rent: USB is not responsible for its pro rata share of taxes, utilities, services and all other costs, fees, or charges attributable to USB’s proportional use of the Building (Section 7).

Initials: \_\_\_\_\_

(L) Payment: All Rent is due to City on or before the first day of each month (Section 5).

(M) Use of Premises: Banking Services (Section 8).

(N) Deposit Accounts: City to maintain all deposit accounts with USB's Firebaugh branch (Section 6).

(N) Addresses for Notices:

To USB: United Security Bank, a California corporation  
United Security Bank, a California corporation  
c/o David L. Eytcheson  
2126 Inyo Street

To City: City of Mendota  
c/o City Manager  
643 Quince Street  
Mendota, CA 93640

(Section 41(j))

(

**COMMERCIAL LEASE AGREEMENT**

**DATE:** \_\_\_\_\_, 2019 (“**Effective Date**”)

**PARTIES:** (1) United Security Bank, a California corporation (“**USB**”); and  
(3) City of Mendota (“**City**”), each a “**Party**”, and collectively the “**Parties.**”

**RECITALS**

**WHEREAS**, City is the owner of that certain real property comprised of situated in the City of Mendota, County of Fresno, State of California, and more particularly known as 643 Quince Street, Mendota, CA 93640, also known as the Mendota City Hall (the “**Building**”), and the Parties desire to enter into a lease for the rear patio area of the Building comprising approximately 480± sq. ft. of space more particularly described in Exhibit “A” hereto (the “**Premises**”).

**WHEREAS**, USB requires commercial space in which to operate an interactive teller machine, and for office space and customer access in which to provide banking services, and therefore desires to lease the Premises from City in accordance with the terms and conditions set forth in this Lease.

**NOW THEREFORE**, in consideration of the rents and covenants hereinafter set forth, City hereby leases and demises to USB and USB hereby leases and takes from City the Premises in accordance with the terms and conditions set forth in this Commercial Lease Agreement (the “**Lease**”).

**AGREEMENT**

1. **Grant of Leasehold.** City, in consideration of the Rent (defined below) to be paid and the covenants to be performed by USB, does hereby demise and lease unto USB, and USB hereby leases and takes from City, for the Term (defined below), and at the rental and upon the covenants and conditions set forth herein, the Premises. USB shall be deemed in possession of the Premises as of the Effective Date.

2. **Term.** The initial term of this Lease (“**Initial Term**”) shall be sixty (60) months commencing on \_\_\_\_\_, 2019, and USB’s obligation to pay Rent shall commence of said date (the “**Effective Date**”), and end on \_\_\_\_\_, 2024, unless earlier terminated pursuant to any provision hereof. The Initial Term and the Extended Term (defined below), if applicable, together shall be referred to herein as the “**Term.**”

3. **Option to Extend.** USB shall have the option (the “**Option**”) to extend the term of this Lease for five (5) years (the “**Extended Term**”) upon the following terms and conditions: (a) such option shall be exercised at least one hundred eighty (180) days but not more than one (1) year preceding the end of the Initial Term of this Lease; (b) such option shall be exercised by the execution by USB of a written exercise stating the intent to exercise the option and serve this writing upon City at the location hereafter provided; (c) the rent payable in the optioned period shall be increased as set forth in Section 5 below; and (d) all terms and conditions of this Lease shall apply to the Extended Term, except the rental term as hereafter provided in Section 5.

4. Commencement of Term. The Term shall commence on the Effective Date and USB's obligation to pay Rent shall commence on said date (the "**Commencement Date**"), or as otherwise agreed to by the parties in writing. USB shall be deemed to have taken possession of the Premises as of the Commencement Date.

5. Rent. USB shall pay rent in the Initial Term of ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) per month and, if the Option is exercised, shall pay ONE THOUSAND THREE HUNDRED AND 00/100 DOLLARS (\$1,300.00) per month for the Extended Term. Rent shall be payable monthly, on or before the first day of each month in advance, at an address designated by City, in lawful money of the United States.

6. City Agreement to Maintain Deposit Accounts at USB. For as long as this Lease remains in place (including through any renewals or extended periods) City agrees to maintain all its deposit accounts with USB at USB's Mendota branch (the Premises constitute the Mendota Branch). As used in this Section 6, "deposit account" has the meaning set forth in Section 9102(29) if the California Commercial Code and the deposit obligation described herein shall extend to all assets of the City that are denoted "cash or cash equivalents" in the City's annual financial statements. The parties shall enter into standard account agreements used by USB in establishing those accounts and their terms: provided, however, that USB waives and shall not charge the City fees normally charged by USB to costumers for establishing and maintaining these accounts. This agreement to maintain accounts at USB is both a covenant and a condition. If at any time City uses one or more financial institutions other than USB at which to place (a) deposit account(s), USB shall have the immediate right to terminate this Lease.

7. Utilities, Property Taxes and Assessments. USB shall have no liability or responsibility to pay property or other taxes or assessments (collectively, "**Premises Taxes**") on the Premises. All Premises Taxes are the sole responsibility of City. USB shall have no responsibility for payment of utilities, including, without limitation, fees related to electrical, gas, and water provided to the Premises (collectively, the "**Utilities**"). The provision of the Utilities to the Premises of a form, quantity and capacity sufficient for USB's intended use thereof is the sole responsibility of City. Notwithstanding the foregoing, USB reserves the right to improve the Premises in accordance with Section 8 below in order to ensure the adequacy of the Utilities within the Premises.

8. Use of Premises. The Premises shall be used by USB for any lawful purpose permitted by the zoning for the Premises and for no other purpose. Notwithstanding the foregoing, it is understood that USB will operate a bank service center on the Premises.

9. USB Improvements.

(a) USB intends to make improvements to the Premises consisting generally of installing walls and furnishings to enable USB to conduct banking services on the Premises. The present intent of the design of these improvements, which is subject to change, is attached in general form as Exhibit "B" hereto. This drawing is conceptual and the actual improvements may differ. USB intends to install walls, counters, cupboards and other additions consistent with the use of the Premises for banking services. It is also agreed and understood that USB may install security cameras on the City property outside of the Premises at mutually agreed

locations, including in, on or adjacent to the Building. The installation, cost and maintenance of these cameras shall be the sole expense and responsibility of USB. USB shall also be entitled to place signage on the City property, of which the Premises are a part, in a suitable location, including in, on or adjacent to the Building, by mutual agreement with City.

(b) All USB improvements under this Lease shall be at the sole expense of USB and USB shall obtain adequate insurance for the improvements to cover liabilities for personal injuries occurring on the Premises. USB shall not, without City's prior written consent make any alterations, improvements, additions, or Utility Installations in, on or about the Premises except as noted herein. USB shall make no change or alterations to the exterior of the Premises nor the exterior of the Building without City's prior written consent. As used in this Section 8, the term "**Utility Installation**" shall mean power panels, electrical distribution systems, lighting fixtures, and plumbing. USB may install Utility Installations consistent with its intended use of the Premises. City may require that USB remove any and all of said alterations, improvements, additions or Utility Installations at the expiration or sooner termination of the Term, and restore the Premises to their prior condition. City may require USB to provide City, at USB's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure City against any liability for mechanic's and material men's liens and to insure completion of the work.

(c) Any alterations, improvements, additions or Utility Installations in, or about the Premises or Building that USB shall desire to make and which requires the consent of City shall be presented to City in written form, with proposed detailed plans. If City shall give City's consent, the consent shall be deemed conditioned upon USB acquiring a permit to make such improvements from appropriate governmental agencies, the furnishing of a copy thereof to City prior to the commencement of the work and the compliance by USB of all conditions of said permit in a prompt and expeditious manner.

(d) USB shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for USB at or for use in or on the Premises or the Building, which claims are or may be secured by any mechanics' or material men's lien against the Premises or any interest therein. USB shall give not less than ten (10) days' notice prior to the commencement of any work in or on the Premises or the Building, and City shall have the right to post notices of non-responsibility in or on the Premises or the Building as provided by law.

(e) Unless City requires their removal, all alterations, improvements, additions, Utility Installations (whether or not such Utility Installations constitute trade fixtures of USB), which may be made in or on the Premises or the Building, shall at the option of City become the property of City and remain upon and be surrendered with the Premises at the expiration of the Term.

(f) In installing any improvements authorized by this Lease or by further consent of the City, USB shall not interfere with or disrupt City's operation of the City Hall premises that constitute the remainder of the building housing the premises.

10. Maintenance. USB, at USB's sole cost, shall maintain in good condition and repair all portions of the Premises, including all of USB's personal properties and signs. USB

shall be responsible for paint, all partitions, windows, doors, door jams, door closures, door hardware, counters, furnishings, fixtures, equipment and appurtenances thereto, signs, cameras, awnings and canopies. USB will not place or suffer to be placed or maintained any exterior door, wall or window of the Premises; any sign, awning or canopy, or advertising matter, or other thing of any kind and will not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Premises of Building without first obtaining City's written approval and consent, which approval and consent shall not be unreasonably denied.

11. Surrender of Premises. Upon expiration or earlier termination of this Lease, USB, without further notice, shall deliver up to City possession of the Premises. USB shall, to the satisfaction of City, restore the Premises, reasonable wear and tear excluded. Furthermore, if requested to do so by City, USB shall remove any USB owned improvements, alterations or fixtures. In the event of such failure or refusal of USB to surrender possession of the Premises, City shall have the right to reenter the Premises and remove there from USB or any other person, firm, or corporation claiming by, through, or under USB. Upon the failure or refusal of USB to remove USB owned improvements and fixtures and all personal property from the Premises and restore the Premises, at the option of City, said improvements, fixtures and personal property shall become the sole property of City or City may remove said improvements, fixtures, and any personal property at USB's expense and USB shall reimburse City upon demand for expenses of removal or restoration. USB hereby acknowledges that USB's covenant to remove if requested by City, USB's improvements, fixtures and personal property upon termination or expiration of the Lease is integral to City's agreement to enter into this Lease.

12. Indemnity.

(a) USB shall indemnify and hold harmless City and City's employees and agents from and against any and all claims arising from USB's use of the Premises or Building, or from the conduct of USB's business or from any activity, work or things done, permitted or suffered by USB in or about the Premises, Building or elsewhere and shall further indemnify and hold harmless City from and against any and all claims arising from any breach or default in the performance of any obligation on USB's part to be performed under the terms of this Lease, or arising from any negligence or intentional act of USB, or any of USB's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against City by reason of any such claim, USB upon notice from City shall defend the same at USB's expense by counsel satisfactory to City. USB, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises or Building arising from any cause and USB hereby waives all claims in respect thereof against City.

(b) City shall indemnify and hold harmless USB and USB's directors, officers, employees, contractors, agents and representatives from and against any and all claims arising from City's use of the Building, or from the conduct of City's business or from any activity, work or things done, permitted or suffered by City in or about the Building or elsewhere and shall further indemnify and hold harmless USB from and against any and all claims arising from any breach or default in the performance of any obligation on City's part to be performed

under the terms of this Lease, or arising from any negligence or intentional act of City, or any of City's agents, contractors, or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding be brought against USB by reason of any such claim, City upon notice from USB shall defend the same at City's expense by counsel satisfactory to USB. Unless otherwise stated in this Lease, City, as a material part of the consideration to USB, hereby assumes all risk of damage to property or injury to persons in, upon or about the Building arising from any cause and City hereby waives all claims in respect thereof against USB.

13. Public Liability Insurance. USB shall, at USB's own cost and throughout the Term, carry and maintain public liability and property damage insurance for the joint and several protection of both City and USB insuring against all liability of USB and USB's authorized representatives, employees, invitees and contractors, arising out of or in connection with USB's use and occupancy of the Premises, including without limitation, claims for personal injuries, wrongful death and property damage occurring in, on or about the Premises. Such insurance shall have a single combined liability limit of not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. City shall be a named insured under the foregoing policy which shall contain an endorsement for the benefit of City that the policy will not be cancelled even in the event of nonpayment of premium without at least thirty (30) days written notice to City. USB shall provide City with a complete copy of each such policy of insurance.

14. Determination of Replacement Value. The "full replacement value" of the Premises and other improvements to be insured under Section 14 shall be determined by the company issuing the insurance policy at the time the policy is initially obtained.

15. Insurance Policies. USB shall deliver to City a copy of the policy of liability insurance required under Section 12 above or certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days' prior written notice to City. USB shall, at least thirty (30) days prior to the expiration of such policies, furnish City with renewals of "binders" thereof, or City may order such insurance and charge the cost thereof to USB, which amount shall be payable by USB upon demand. USB shall not do or permit to be done anything which shall invalidate City's policies of insurance for the Building.

16. City's Insurance Obligations. City shall, in connection with its ownership and operation of the Premises, at all times from and after the Commencement Date, maintain in effect policies of insurance providing protection against the following liabilities and/or risks: (a) commercial general liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit for bodily injury and property damage (which insurance shall name USB as an additional insured), and (b) fire and extended coverage insurance (including coverage for any sprinkler damage, vandalism and malicious mischief, and if required by any lender holding a security interest in the Premises or if deemed necessary by City, flood and earthquake insurance) on the Premises, in an amount not less than its full replacement cost (exclusive of the cost of excavations, foundations and footings) from time to time, less applicable deductibles. City shall also have the right to maintain such additional types and coverage of insurance (including business interruption insurance) as City believes to be customary, prudent



or reasonable for properties similar to the Premises. City's obligation to carry the insurance provided for herein may be satisfied by blanket policies if the coverage required hereunder is satisfied.

17. Destruction Due to Risk Covered by Insurance. If, during the Term, the Premises is totally or partially destroyed from a risk covered by the insurance described in Section 14 above, rendering the Premises totally or partially inaccessible or unusable, USB shall restore the Premises to substantially the same condition as they were in immediately before destruction, whether or not the insurance proceeds are sufficient to cover the actual cost of restoration. Such destruction shall not terminate this Lease. Notwithstanding the foregoing, if existing laws do not permit the restoration of the Premises, or if City declines to restore the Building, either Party may terminate this Lease immediately by giving notice in writing to the other Party.

18. Destruction Due to Risk Not Covered by Insurance. If, during the Term, the Building is totally or partially destroyed from a risk not covered by the insurance described hereinabove, rendering the Premises totally or partially inaccessible or unusable, either Party may terminate this Lease immediately by giving written notice to the other Party.

19. Waiver of Subrogation. USB and City, each for itself, its successors, assigns, and insurance companies insuring such Party with respect to the Premises, hereby waives any right such Party may have on account of any loss or damage occasioned by the other party and insured against under policies carried by such Party. The foregoing shall be operative only so long as available in the state where the Premises are situated and do not invalidate any such policy

20. Abatement or Reduction of Rent. In case of partial or total destruction of the Building or Premises, or interruption or cessation of the Utilities for longer than twenty four (24) continuous hours, or any substantial part thereof, Rent hereunder shall be abated so long as the Premises remain unsuitable for USB's continued beneficial use thereof, or until such time as a space in the Building, suitable for USB's intended use and mutually agreeable to the Parties, is provided by City.

21. Assignment. USB shall not assign, sublet or convey any interest in this Lease or the Premises without the prior written consent of City which consent shall not be unreasonably withheld.

22. Interest on Unpaid Rent. Rent not paid when due shall bear interest at the maximum rate permissible by law from the date due until paid.

23. USB's Default. USB is in default under this Lease if it fails to pay/perform (i) any Rent pursuant to this Lease when due, (ii) any other charges, fees or reimbursements payable by USB pursuant to this Lease, or (iii) fails materially to perform any other obligation of its agreements under this Lease, and such breach continues for more than fifteen (15) days after City gives written notice thereof to USB. Notices given under this Section 22 shall specify the alleged default and the applicable Lease provisions, and shall demand the USB perform the provisions of this Lease or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the Premises. If USB after due receipt of such notice fails to cure the alleged default, USB is in default.

24. City's Default. The occurrence of any of the following shall constitute a default by City:

(a) If City is in default in the prompt and full performance of any of its obligations under this Lease, and such default continues more than fifteen (15) days after written notice by USB to City specifying the particulars of such default;

(b) If any representation or warranty made by City to USB is incorrect or misleading in any material respect when made, or if any information provided by or on behalf of City to USB in connection with this Lease or for the purpose of inducing USB to lease the Premises from City shall be or shall have been false or misleading in any material respect when so provided to USB; or

(c) If City vacates or abandons the Building or otherwise fails to occupy and operate the Building (failure to occupy and operate the Building for seven (7) consecutive days shall be deemed an abandonment and vacation).

25. Remedies Cumulative Nature. Each Party shall have the remedies specified in this Lease if the other Party commits a default. These remedies are not exclusive; they are cumulative and in addition to any remedies now or later allowed by law.

26. Right to Cure a Default. Either Party at any time after the other Party commits an uncured default, can cure the default at its own cost. If any Party at any time, by reason of the other Party's default, pays any sum or does any act that requires the payment of any sum or expenditure of funds, the sum paid shall be due immediately from the defaulting Party and any later payments may be reduced by the amount of such expenditures.

27. USB's Right to Terminate. USB, at any time after City commits an uncured default, may immediately terminate this Lease upon written notice provided to City.

28. Holding Over. If USB, with City's consent, remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease as if in full force and effect.

29. Covenants and Conditions. Each provision of this Lease performable by either Party shall be deemed both a covenant and a condition.

30. City's Access. City reserves, and shall at all reasonable times have, upon forty-eight (48) hours advance written notice (except for emergencies), the right to enter the Premises to inspect the same, to post notices of non-responsibility, to repair the Premises and any portion of the Building on the Premises that City may deem necessary or desirable, without abatement of Rent, so long as the business of USB shall not be interfered with unreasonably.

31. City's Covenant. Upon payment by USB of the Rent herein provided, and upon the observance and performance of all the covenants, terms and conditions on USB's part to be observed and performed, USB shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by City or any other person or persons lawfully or equitably claiming by, through or under City, subject to the terms and conditions of this Lease

32. Miscellaneous Provisions

(a) Complete Agreement. This Lease sets forth the complete agreement of the Parties concerning the matters set forth herein, and no prior agreements or representations, whether written or oral, express or implied, shall be of any force or effect unless set forth herein.

(b) No Partnership. City does not, in any way or for any purpose, become a partner of USB in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with USB.

(c) Force Majeure. In the event that either Party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the Party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(d) Further Assurances. From time to time, either Party, at the request of the other Party, and without further consideration shall execute and deliver further instruments of conveyance and take such other actions as the requesting Party may reasonably require to complete more effectively the transactions contemplated by this Lease.

(e) No Third Party Benefits. This Lease is made and entered into for the sole benefit and protection to the Parties hereto, and the Parties do not intend to create any rights or benefits under this Lease for any person who is not a Party to this Lease.

(f) Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(g) Inurement. This Lease and all of the terms and conditions hereof shall inure to the benefit of and be binding upon the successors and assigns of USB and the successors and assigns of City.

(h) Attorneys' Fees and Expenses. In the event any action is brought by either Party hereto to enforce any of the terms of this Lease, the Party prevailing in such action shall be entitled to reasonable attorneys' fees and expenses incurred in the prosecution or defense of said action.

(i) Governing Law. This Lease shall be construed and interpreted in accordance with the laws of the State of California.

(j) Notices. Any notice, demand, request, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, addressed to the other Party at the address set forth as follows:

To USB: United Security Bank, a California corporation  
c/o David L. Eytcheson  
2126 Inyo Street  
Fresno, CA 93721

To City: City of Mendota  
c/o Cristian Gonzalez, City Manager  
643 Quince Street  
Mendota, CA 93640

Either Party may change its address by notifying the other Party in writing of the change of address. Notices shall be deemed communicated within forty eight (48) hours from the time of mailing if mailed as provided in this Section.

(k) Time; Waiver. Time is agreed to be the essence of this Lease and each and every provision hereof. Any waiver of the prompt and punctual performance of any term, condition, or covenant hereof shall not be construed to be a waiver of the prompt and punctual performance of the same or any other term, condition, or covenant subsequently when due.

(l) Merger. The voluntary or other surrender of this Lease by USB or a mutual cancellation hereof shall not work a merger, and shall, at the option of City, terminate all or any existing subleases, subtenancies or licenses shall operate as an assignment to City of such sub lease, sub tenancies or licenses.

(m) Counterparts. The Parties agree that electronic signatures, via email or facsimile, shall be considered original signatures of the Parties. This Lease may be signed by the Parties in different counterparts and the signature pages combined to create a document binding on all Parties.

(n) Captions and Section Numbers. The captions, section numbers, article numbers, and section headings appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

(o) Authority. Each individual executing this Lease on behalf of such USB represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of USB.

**IN WITNESS THEREOF**, City and USB have signed this Lease as of the Effective Date.

**USB**: United Security Bank, a California corporation  
\_\_\_\_\_

**CITY**: City of Mendota  
\_\_\_\_\_

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

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

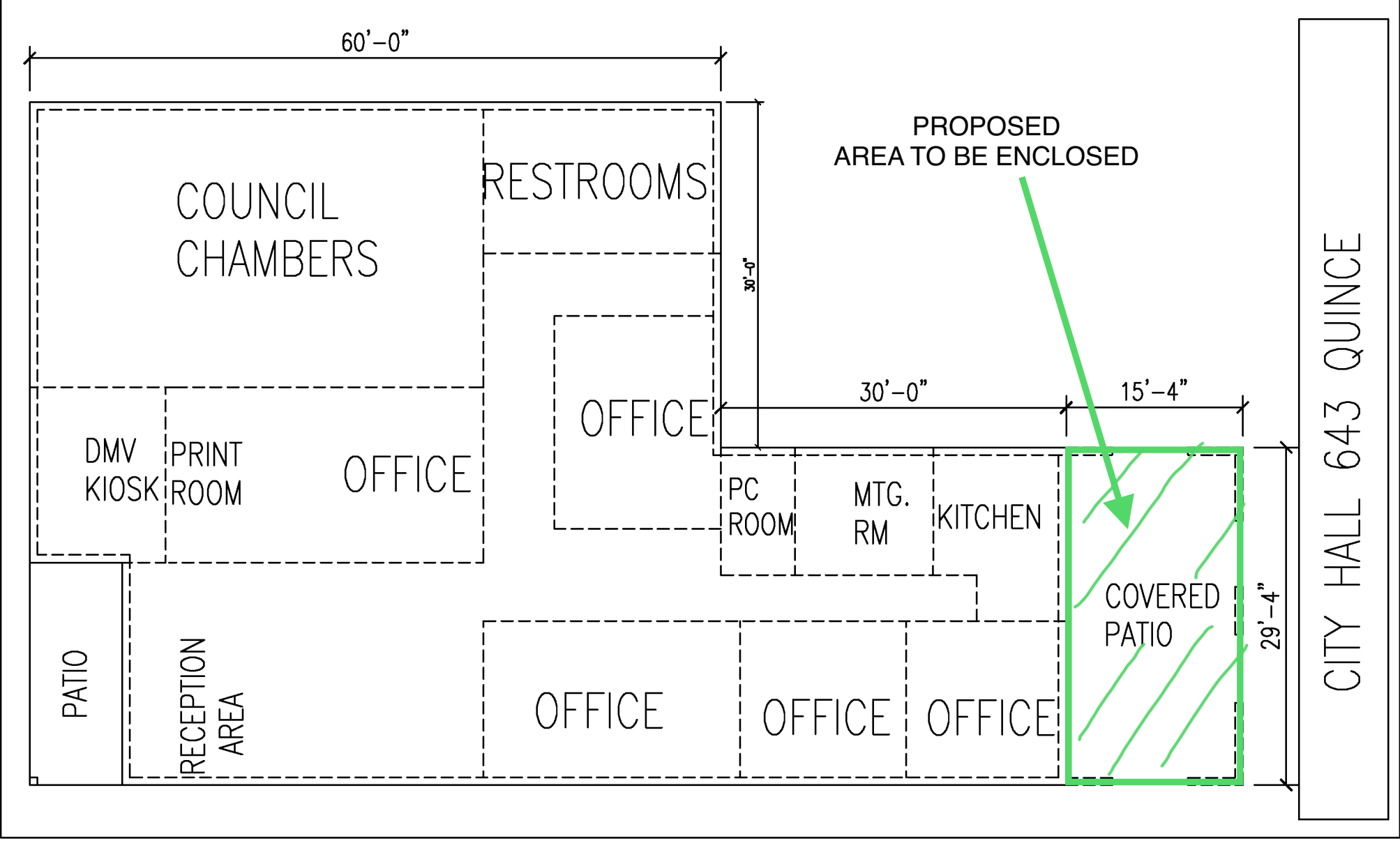
Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT "A"**

Site Plan

Initials: \_\_\_\_\_



CITY HALL 643 QUINCE

## **EXHIBIT “B”**

### USB’s Intended Improvements (Tentative and Approximate)

- USB intends to enclose the existing covered patio area to create a bank building per 2016 California Building Code
- Restrooms for employees
- Parking lot restriping if needed for additional stalls
- Marquee sign per approval from the City



**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 CONVERSION FROM BLUE SHIELD  
PPO HEALTH INSURANCE PLAN  
TO AETNA HEALTH INSURANCE PLAN**

**RESOLUTION NO. 19-58**

**WHEREAS**, due to the Affordable Care Act (ACA) passed into law on March of 2010 health care costs continue to rise each year making it unaffordable for the City to absorb the premium costs for employees; and

**WHEREAS**, in order to maintain or reduce health insurance premium costs the City and its insurance broker thoroughly researched several health care plans with comparable or better benefits at a reasonable rate; and

**WHEREAS**, through general consensus between all bargaining units, the City has chosen a health care plan through Aetna effective July 1, 2019 which offers lowers premium rates, larger listing of providers within network, and healthier benefit options available to employees; and

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Mendota approves the conversion from Blue Shield PPO to Aetna health insurance plan and authorizes the City Manager to sign any documents related to the City's participation in such plan.

\_\_\_\_\_  
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 13<sup>th</sup> day of August, 2019, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

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**AGENDA ITEM**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CRISTIAN GONZALEZ, CITY MANAGER

**SUBJECT:** CONSIDERATION OF AUTHORIZATION FOR THE CITY TO USE  
THE CALIFORNIA UNIFORM PUBLIC CONSTRUCTION COST  
ACCOUNTING ACT FOR MAINTENANCE AND SMALL CONSTRUCTION

**DATE:** AUGUST 13, 2019

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**ISSUE**

Should the City Council approve use of the California Uniform Public Construction Cost Accounting Act, codified in Public Contract Code 22000, and referred to as “CUCCAC,” as an alternative procedure to purchase maintenance and small construction services when advantageous to the City?

**BACKGROUND**

The State of California, in Public Contracts Code 22000, specifies a procedure which cities and special districts may opt into for the purchase of maintenance and small construction projects, up to a cost limit. That limit is currently set at \$200,000, though it has regularly been adjusted upward to keep pace with rising construction costs.

The concept in the code is simpler than the traditional bid process that we must otherwise follow for contracting maintenance and construction work. The traditional bid process is time consuming and can be difficult especially when dealing with very small projects or when trying to get work done quickly. The CUCCAC process addresses many of those concerns.

CUCCAC can be implemented by the following steps, which your Council can carry out at your discretion at this meeting.

1. Elect by resolution (approved at the July 23<sup>rd</sup> City Council meeting) to become subject to the California Uniform Public Construction Cost Accounting Act (Act) per Public Contract Code 22019 and notify the State Controller in writing of the election.
2. Enact an informal bidding procedures ordinance (attached) per Public Contract Code Section 22034. The ordinance would authorize the City Manager or other City staff member to award informal contracts.
3. Create and maintain a Qualified Contractors list in accordance with Public Contract Code Section 22034. Notices must be provided to all construction trade journals for Fresno County, per Section 22036. The City may choose to exclude trade journals that charge a

fee for publishing the notice. The notices must invite all licensed contractors to fill out a pre-qualification form which requests information including, but not limited to, company name, company representative contact information, California Contractor's license number, and categories of work offered. If the product or service is proprietary, the notice can be sent only to contractors specializing in that particular work.

4. For individual task orders that are under \$200,000, request informal bids from all contractors on the Qualified Contractors list. The request for informal bids must contain a general description of the work, instructions on how to obtain more detailed information, and the date and time of submission of bids. Response period must be at least 10 days. If all bids received are greater than \$200,000, the Council, by four-fifths vote, can approve award of an amount up to \$212,500. (Note that these dollar limits are regularly increased by the State to keep up with rising construction costs.)
5. Select the contractor with the lowest responsive bid for each task order. If there are two or more equal lowest bids the Council may award to any one of the lowest-bidding contractors.
6. Projects performed under the Act may be subject to an Accounting Procedures Review by the Commission if an interested party (e.g., a licensed eligible contractor) submits a formal complaint.
7. For the individual task orders that are greater than \$200,000, the Act does not apply and City formal bidding procedures, conforming with the State Contracts Code, must be followed.
8. The City would be subject to the terms of the Act for as long as the City opts into this procedure. If the City later chooses to opt out, they must do so by formal resolution of the City Council, which would then have to be filed with the State Controller.

### **ANALYSIS**

The City Manager and City Attorney have reviewed the CUCCAC procedure and believe adopting it would be advantageous to the City in many circumstances each year, and do not foresee any drawbacks. Other Cities report very satisfactory results from adoption of the procedure as outlined above.

### **FISCAL IMPACT**

No negative financial impact. Successful adoption and implementation of the procedure may be expected to result in some savings in bidding and administrative expenses for some projects.

### **RECOMMENDATION**

Staff recommends that the Mayor perform the public hearing, that the Council conduct the second reading, and that the Council adopt Ordinance No. 19-07.

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

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA ENACTING  
INFORMAL BIDDING PROCEDURES FOR  
SPECIFIED PUBLIC WORKS PROJECTS**

**ORDINANCE NO. 19-07**

**WHEREAS**, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies;

**WHEREAS**, Public Contract Code, Section 22000 *et seq.*, the Uniform Public Construction Cost Accounting Act (Act), establishes such a uniform cost accounting standard;

**WHEREAS**, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects;

**WHEREAS**, pursuant to Public Contract Code, Section 22030, the governing board of a public agency must adopt a resolution electing to become subject to the uniform public construction cost accounting procedures in order for those provisions to apply to the public agency;

**WHEREAS**, in Resolution No. 19-52, the City elected under Public Contract Code, Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended;

**WHEREAS**, pursuant to Public Contract Code, Section 22034, each public agency that elects to become subject to the uniform construction accounting procedures set forth in the Act must enact an informal bidding ordinance to govern the selection of contractors perform public projects pursuant to the Act; and

**WHEREAS**, this Ordinance is intended to and does satisfy the requirements of Public Contract Code, Section 22034.

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

**SECTION 1.** The City Council of the City of Mendota hereby finds and determines that all of the above Recitals are true and correct, are incorporated herein, and by this reference made an operative part hereof.

**SECTION 2.** Section 3 of this ordinance adds Chapter 2.50 to Title 2 of the Mendota Municipal Code.

**SECTION 3.** Title 2, Chapter 2.50 is hereby added to the Mendota Municipal Code as follows:

**Chapter 2.50 – INFORMAL BIDDING PROCEDURES**

**2.50.010 – Informal Bid Procedures.**

Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

**2.50.020 – Contractors List.**

The agency shall comply with the requirements of Public Contract Code Section 22034.

**2.50.030 – Notice Inviting Informal Bids.**

Where a public project is to be performed which is subject to the provisions of this Chapter, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

- A. Notices inviting informal bids may be mailed, faxes, or emailed to all contractors for the category of work to be bid, as shown on the list developed in accordance with Section 2.50.020.
  
- B. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the department/agency soliciting bids. However, if the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

**2.50.040 – Award of Contracts**

The City Manager, or his or her designee, is authorized to award informal contracts pursuant to this Chapter.

**SECTION 4.** 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 5.**This Ordinance shall take effect thirty (30) days after its passage.

**SECTION 6.**The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance. Within fifteen (15) days of the adoption of this Ordinance, the City Clerk shall publish the Ordinance, along with the names of the Council members voting for and against it, in a newspaper of general circulation published in the City. The City Clerk is further directed to post a certified copy this Ordinance at City Hall, along with the names of those Council members voting for and against it.

**SECTION 7.** This Ordinance is exempt from the California Environmental Quality Act pursuant to 14 C.C.R. § 15061(b)(3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

\* \* \* \* \*

The foregoing ordinance was introduced on the 23<sup>rd</sup> day of July, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 13<sup>th</sup> day of August, 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

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**AGENDA ITEM**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS

**FROM:** CRISTIAN GONZALEZ, CITY MANAGER

**SUBJECT:** PROPOSED AMENDMENTS TO THE MENDOTA ZONING CODE  
PERMITTING COMMERCIAL CANNABIS RETAIL BUSINESSES IN THE  
C-3 DISTRICT SUBJECT TO A CONDITIONAL USE PERMIT

**DATE:** AUGUST 13, 2019

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**BACKGROUND:**

Last year, the City amended Title 17 of the MMC by adding Chapter 17.99, which created a commercial cannabis overlay district and permitted indoor cannabis cultivation, cannabis manufacturing, cannabis testing, and cannabis distribution within the overlay district, subject to a conditional use permit (CUP). The amendments expressly prohibited outdoor cannabis cultivation and cannabis dispensaries.

On January 16, 2019 the Office of Administrative Law officially approved state regulations developed by the Bureau of Cannabis Control (Bureau) for cannabis business across the supply chain (Regulations). Among other things, the Regulations, at 16 C.C.R. § 5416(d) state that “a [cannabis] delivery employee may deliver to *any jurisdiction* within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division.” Previously, state law had permitted local jurisdictions to prohibit deliveries within its jurisdiction.

As a result of this change, the City’s former ban on dispensaries, which included cannabis delivery businesses, no longer achieved its intended public health and safety benefits in that it could not prevent delivery businesses located in other jurisdictions from consummating cannabis deliveries in the City. Consequently, in light of the potential tax revenue associated with potential deliveries to consumers located in the City, and the fact state law preempts the City’s ability to prohibit deliveries to consumers in the City, the City amended its municipal code to eliminate the ban on commercial cannabis dispensaries with Ordinance No. 19-06.

However, because the commercial cannabis overlay district is not located in a commercial use area, and because commercial cannabis retail is suitable to being located in a commercial use area, the City now desires to amend its Zoning Code to permit a limited number of commercial cannabis retail businesses in the C-3 district subject to a conditional use permit.

**DISCUSSION:**

The proposed amendment makes only one change to the City’s Zoning Code. It amends Section 17.52.030 by adding Subdivision KK, which identifies “cannabis retail businesses” as a use permitted subject to a conditional use permit in the C-3 central business and shopping center district.

At its July 16<sup>th</sup> regular meeting, the Planning Commission considered and adopted Resolution No. PC 19-02 (attached) recommending approval of the proposed zoning code amendments to permit commercial cannabis retail businesses in the C-3 district, subject to a conditional use permit. During the approval of the aforementioned resolution, the Planning Commission also included a recommendation for the City Council to consider modifications to the location requirements for commercial cannabis retail businesses. This was specifically referent to reducing the distance from which commercial cannabis retail businesses must be located from certain parcels from 800 feet to 500 feet.

**FISCAL IMPACT:**

The City will likely incur additional costs to the extent these amendments prompt additional regulatory oversight. However, any increased costs will largely be offset by increased revenue from cost recovery requirements, permit fees, business license fees, and development agreement provisions.

**RECOMMENDATION:**

Staff recommends that the Mayor perform the public hearing, that the Council conduct the first reading, and that the Council schedule the second reading and proposed adoption of Ordinance No. 19-08 for the August 27<sup>th</sup> regular City Council meeting.

**ATTACHMENTS:**

500’ Buffer Exhibit

800’ Buffer Exhibit

Adopted Resolution No. PC 19-02: A Resolution of the Planning Commission of the City of Mendota recommending Approval of Proposed Zoning Code Amendments to Permit Commercial Cannabis Retail Businesses in the C-3 District subject to a Conditional Use Permit.

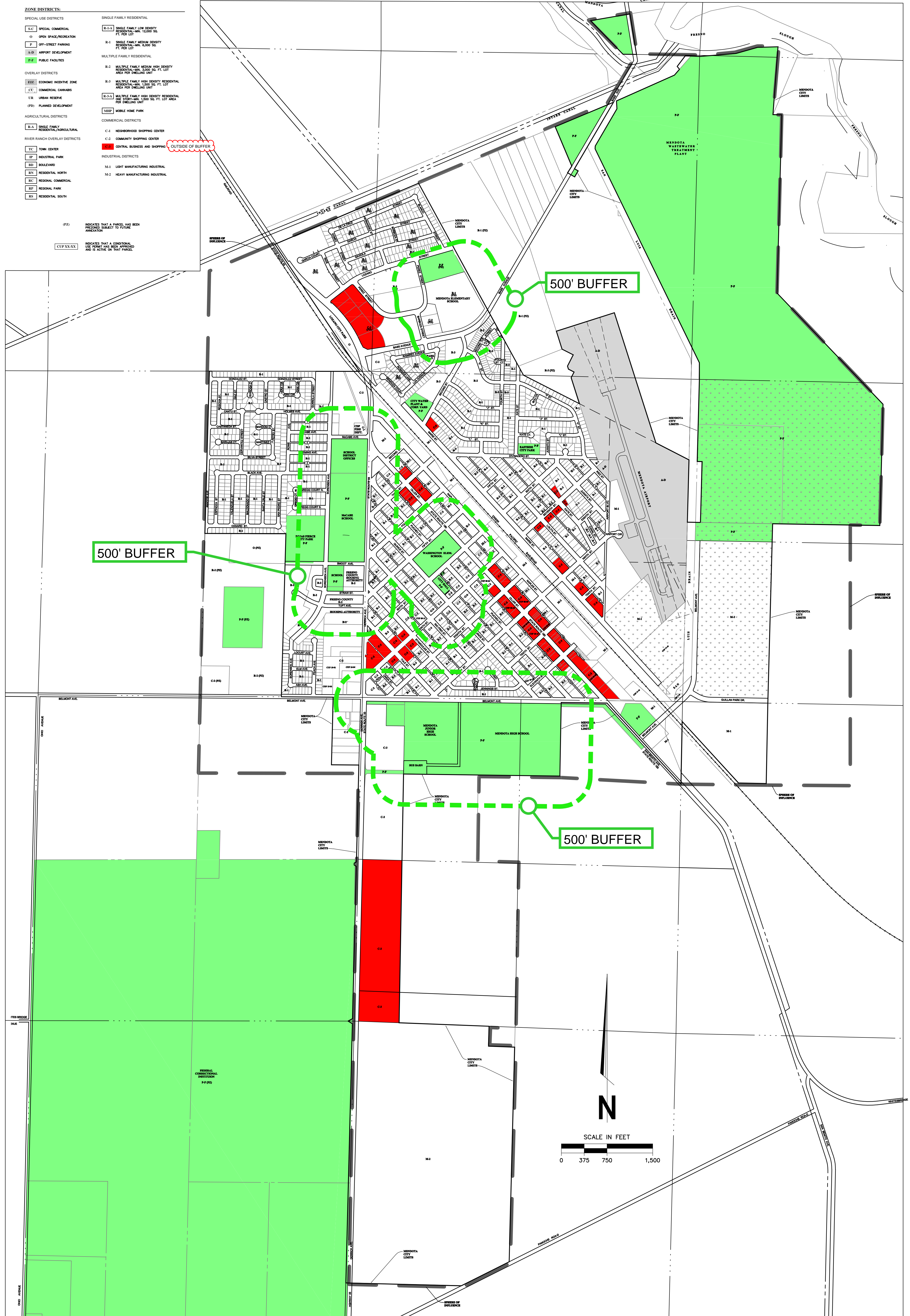
Proposed Ordinance No. 19-08, Permitting Commercial Cannabis Retail Businesses in the C-3 District Subject to a Conditional Use Permit.



ZONE DISTRICTS:	
<b>SPECIAL USE DISTRICTS</b>	
S-C	SPECIAL COMMERCIAL
O	OPEN SPACE/RECREATION
P	OFF-STREET PARKING
A-D	AIRPORT DEVELOPMENT
P-F	PUBLIC FACILITIES
<b>OVERLAY DISTRICTS</b>	
E-Z	ECONOMIC INCENTIVE ZONE
C-C	COMMERCIAL CANNABIS
U-R	URBAN RESERVE
FD	PLANNED DEVELOPMENT
<b>AGRICULTURAL DISTRICTS</b>	
R-A	SINGLE FAMILY RESIDENTIAL/AGRICULTURAL
<b>RIVER RANCH OVERLAY DISTRICTS</b>	
T-C	TOWN CENTER
IP	INDUSTRIAL PARK
BD	BOULEVARD
NRN	RESIDENTIAL NORTH
NR	RESIDENTIAL COMMERCIAL
RP	RESIDENTIAL PARK
RS	RESIDENTIAL SOUTH
<b>SINGLE FAMILY RESIDENTIAL</b>	
R-1-A	SINGLE FAMILY LOW DENSITY RESIDENTIAL-MIN. 1,000 SQ. FT. PER LOT
R-1	SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL-MIN. 6,000 SQ. FT. PER LOT
<b>MULTIPLE FAMILY RESIDENTIAL</b>	
R-2	MULTIPLE FAMILY MEDIUM-HIGH DENSITY RESIDENTIAL-MIN. 3,000 SQ. FT. LOT AREA PER DWELLING UNIT
R-3	MULTIPLE FAMILY HIGH DENSITY RESIDENTIAL-MIN. 1,000 SQ. FT. LOT AREA PER DWELLING UNIT
R-3-A	MULTIPLE FAMILY HIGH DENSITY RESIDENTIAL-MIN. 1,000 SQ. FT. LOT AREA PER DWELLING UNIT
<b>COMMERCIAL DISTRICTS</b>	
MBP	MOBILE HOME PARK
<b>COMMERCIAL DISTRICTS</b>	
C-1	NEIGHBORHOOD SHOPPING CENTER
C-2	COMMUNITY SHOPPING CENTER
C-3	CENTRAL BUSINESS AND SHOPPING
<b>INDUSTRIAL DISTRICTS</b>	
M-1	LIGHT MANUFACTURING INDUSTRIAL
M-2	HEAVY MANUFACTURING INDUSTRIAL

(PZ) INDICATES THAT A PARCEL HAS BEEN PREVIOUSLY ZONED SUBJECT TO FUTURE AMENDMENT

(CUP XXXX) INDICATES THAT A PARCEL IS ZONED FOR A CONDITIONAL USE THAT HAS BEEN PROVIDED AND IS ACTIVE ON THAT PARCEL



# CITY OF MENDOTA

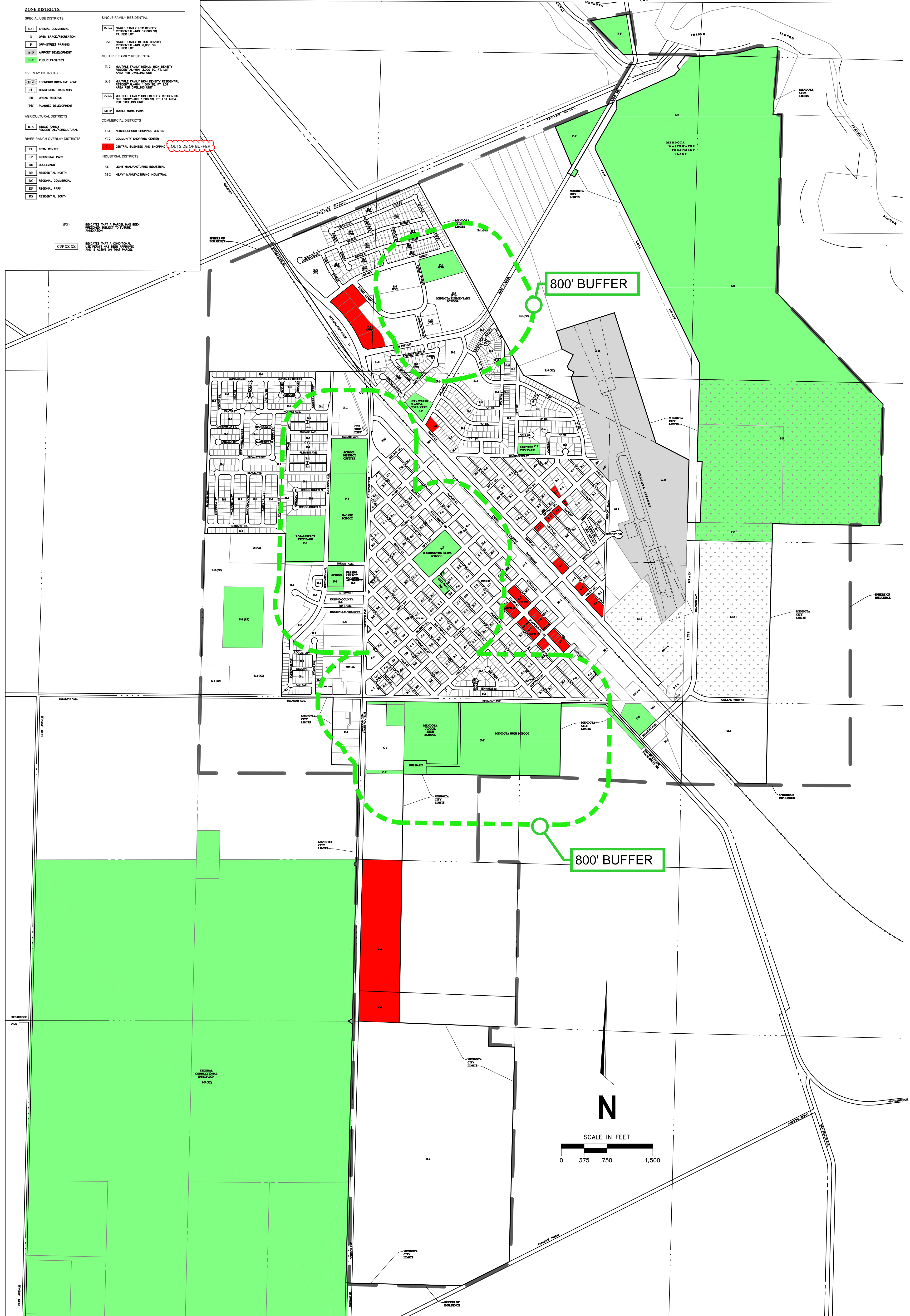
## OFFICIAL ZONING MAP

DEPICTING PARCELS ZONED C-3 OUTSIDE OF A 500 FOOT BUFFER FROM SCHOOLS & YOUTH CENTERS

ZONE DISTRICTS:	
<b>SPECIAL USE DISTRICTS</b>	
S-C SPECIAL COMMERCIAL	R-1.1 SINGLE FAMILY LOW DENSITY RESIDENTIAL-100, 1,000 SQ. FT. PER LOT
O OPEN SPACE/RECREATION	R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL-MIN. 6,000 SQ. FT. PER LOT
P OFF-STREET PARKING	MULTIPLE FAMILY RESIDENTIAL
A-D AIRPORT DEVELOPMENT	R-2 MULTIPLE FAMILY MEDIUM-HIGH DENSITY RESIDENTIAL-100, 1,000 SQ. FT. LOT AREA PER DWELLING UNIT
PF PUBLIC FACILITIES	R-3 MEDIUM DENSITY RESIDENTIAL AREA PER DWELLING UNIT
<b>OVERLAY DISTRICTS</b>	
EEZ ECONOMIC INCENTIVE ZONE	R-3.1 MEDIUM DENSITY RESIDENTIAL AREA PER DWELLING UNIT
CC COMMERCIAL CORRIDOR	R-3.2 MEDIUM DENSITY RESIDENTIAL AREA PER DWELLING UNIT
UR URBAN RESERVE	R-3.3 MEDIUM DENSITY RESIDENTIAL AREA PER DWELLING UNIT
FD PLANNED DEVELOPMENT	R-3.4 MEDIUM DENSITY RESIDENTIAL AREA PER DWELLING UNIT
<b>AGRICULTURAL DISTRICTS</b>	
R-A SINGLE FAMILY RESIDENTIAL/AGRICULTURAL	SHHP SINGLE HOME PARK
<b>RIVER RANCH OVERLAY DISTRICTS</b>	
TC TOWN CENTER	COMMERCIAL DISTRICTS
IP INDUSTRIAL PARK	ND NEIGHBORHOOD SHOPPING CENTER
RD BOLLINGWOOD	C-1 COMMUNITY SHOPPING CENTER
NR RESIDENTIAL NORTH	C-2 CENTRAL BUSINESS AND SHOPPING
CR RESIDENTIAL COMMERCIAL	INDUSTRIAL DISTRICTS
RP RESIDENTIAL PARK	M-1 LIGHT MANUFACTURING INDUSTRIAL
RS RESIDENTIAL SOUTH	M-2 HEAVY MANUFACTURING INDUSTRIAL

(PZ) INDICATES THAT A PARCEL HAS BEEN PREVIOUSLY SUBJECT TO FUTURE ANNEXATION

(CUPXXXX) INDICATES THAT A CONVEYANCE OF THE PARCEL HAS BEEN PROVIDED AND IS ACTIVE ON THE PARCEL



# CITY OF MENDOTA

## OFFICIAL ZONING MAP

DEPICTING PARCELS ZONED C-3 OUTSIDE OF A 800 FOOT BUFFER FROM SCHOOLS & YOUTH CENTERS

**BEFORE THE PLANNING COMMISSION  
OF THE  
CITY OF MENDOTA, STATE OF CALIFORNIA**

**RESOLUTION NO. PC 19-02**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENDOTA  
RECOMMENDING APPROVAL OF PROPOSED ZONING CODE AMENDMENTS TO  
PERMIT COMMERCIAL CANNABIS RETAIL BUSINESSES IN THE C-3 DISTRICT  
SUBJECT TO A CONDITIONAL USE PERMIT**

**WHEREAS**, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code (MMC) pertaining to recreational and medical cannabis activities (Cannabis Ordinance), which banned commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety and welfare and land use findings relating to cannabis cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

**WHEREAS**, in 2017, the City enacted Ordinance No. 17-13, which created the Commercial Cannabis Overlay District to allow the establishment of commercial cannabis businesses involving the cultivation, manufacturing, distribution, and testing of cannabis products in a limited area of the City, but retained the ban on cannabis dispensaries;

**WHEREAS**, in light of the developments to state laws and regulations regarding commercial cannabis retail businesses, the City Council directed staff to prepare an ordinance permitting commercial cannabis uses and permitting a limited number of commercial cannabis retail businesses in its primary commercial district, the C-3 district, subject to a conditional use permit.

**WHEREAS**, in 2019, the City enacted Ordinance No. 19-06, which amended Chapter 8.36 of the MMC to eliminate the ban on cannabis dispensaries, and added Chapter 8.37 to the MMC, which established regulations for the operation of commercial cannabis businesses, including cannabis dispensaries, referred to therein as commercial cannabis retail businesses;

**WHEREAS**, Ordinance No. 19-06 contemplated an amendment to the City's Zoning Code to permit commercial cannabis retail businesses in the C-3 district subject to a conditional use permit;

**WHEREAS**, pursuant to Section 17.08.040, amendments to the City's Zoning Code which change any property from one district to another, or impose any regulation not heretofore imposed, or remove or modify any such regulations heretofore imposed shall be initiated and adopted by the procedure specified therein;

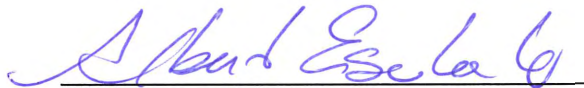
**WHEREAS**, the proposed amendments to the Zoning Code, attached hereto as Exhibit "A" and incorporated herein by this reference, remove or modify a regulation

heretofore imposed and are therefore subject to the procedure specified in Section 17.08.040;

**WHEREAS**, pursuant to Section 17.08.040(G)(3), if the Planning Commission determines that it is appropriate to recommend approval of the proposed amendments to the City Council, it must do so by adopting a resolution to that effect.

**WHEREAS**, the Planning Commission determines to recommend approval of the proposed amendments with the request that the City Council consider modifications to the location requirements for commercial cannabis retail businesses, including reducing the distance from which such businesses must be located from certain parcels; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Planning Commission of the City of Mendota, State of California, the proposed amendments to the zoning code, attached hereto as Exhibit "A," are hereby recommended for approval by the City Council.

  
Albert Escobedo, Chairperson

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 Planning Commission at a regular meeting of said Commission, held at the Mendota City Hall on the 16<sup>th</sup> day of July, 2019, by the following vote:

**AYES:** 5 – Vice-Chairperson Escobedo, Commissioners Alonso, Gutierrez, Leiva, and Romero  
**NOES:** 0  
**ABSENT:** 1 – Chairperson Luna  
**ABSTAIN:** 0

  
Celeste Cabrera-Garcia, City Clerk



**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 ZONING CODE TO PERMIT  
COMMERCIAL CANNABIS RETAIL  
BUSINESSES IN THE C-3 DISTRICT  
SUBJECT TO A CONDITIONAL USE PERMIT**

**ORDINANCE NO. 19-08**

**WHEREAS**, pursuant to the authority granted the City of Mendota (City) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety;

**WHEREAS**, comprehensive zoning regulations and regulations upon the use of land and property lie within the City’s police power;

**WHEREAS**, in 1996, the voters of the State of California adopted the Compassionate Use Act of 1996 (CUA), the intent being to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of state criminal prosecution under limited, specified circumstances;

**WHEREAS**, in 2003, Senate Bill 420, titled the “Medical Marijuana Program Act” (MMPA), was enacted to clarify the scope of the CUA and to promulgate rules by which counties and cities can adopt and enforce regulations consistent with its provisions;

**WHEREAS**, in 2011, Assembly Bill 2650 was enacted, affirming that counties and cities can under state law adopt ordinances that control and restrict the location and establishment of a medical cannabis cooperative, collective, dispensary, operator, establishment, or provider;

**WHEREAS**, in late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243, and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (MMRSA), which provides a statewide program for the licensing and regulation of commercial medical cannabis activity, specifically, the operation of medical cannabis dispensaries and the delivery and cultivation of medical cannabis;

**WHEREAS**, in November 2016, the voters of the State of California adopted the Adult Use of Marijuana Act (AUMA), the intent being to establish a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis;

**WHEREAS**, in June of 2017, the Governor approved the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which established a uniform licensing regime for both medical and adult-use cannabis, thereby supplanting the MMRSA and adjusting various provisions of the AUMA;

**WHEREAS**, on January 16, 2019 the Office of Administrative Law officially approved state regulations developed by the Bureau of Cannabis Control (Bureau) for cannabis businesses across the supply chain (Regulations);

**WHEREAS**, the Regulations at 16 C.C.R. § 5416, subd. (d) expressly provide that “a [cannabis] delivery employee may deliver to **any jurisdiction** within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division”;

**WHEREAS**, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code (MMC) pertaining to recreational and medical cannabis activities (Cannabis Ordinance), which banned commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety and welfare and land use findings relating to cannabis cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

**WHEREAS**, in 2017, the City enacted Ordinance No. 17-13, which created the Commercial Cannabis Overlay District to allow the establishment of commercial cannabis businesses involving the cultivation, manufacturing, distribution, and testing of cannabis products in a limited area of the City, but retained the ban on cannabis dispensaries;

**WHEREAS**, in 2019, the City enacted Ordinance No. 19-06, which amended Chapter 8.36 of the MMC to eliminate the ban on cannabis dispensaries, and added Chapter 8.37 to the MMC, which established regulations for the operation of commercial cannabis businesses, including cannabis dispensaries, referred to therein as commercial cannabis retail businesses;

**WHEREAS**, in light of the developments to state laws and regulations regarding commercial cannabis retail businesses, the City now desires to permit a limited number of commercial cannabis retail businesses in its primary commercial district, the C-3 district, subject to a conditional use permit.

**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 amends Title 17, Chapter 17.52, Section 17.52.030 by adding Subdivision KK.

**SECTION 3.** Title 17, Chapter 17.52, Section 17.52.030 is hereby amended to read as follows:

**17.52.030 - Uses permitted subject to conditional use permit.**

In the C-3 central business and shopping center district, uses permitted subject to conditional use permit are as follows:

- A. Auditoriums;
- B. Automatic self-serve car wash;
- C. Automobile parts sales;
- D. Automobile service stations (with incidental repair);
- E. Bakeries (wholesale);
- F. Bars, provided that no bar may be located within five hundred (500) feet of a church, school or other bar;
- G. Bowling establishments;
- H. Buildings with heights greater than two stories;
- I. Bus stations;
- J. Car sales (new and used);
- K. Churches;
- L. Clinics and laboratories;
- M. Communications substations, gas regulator stations, utility pumping stations, radio and television stations;
- N. Convenience markets;
- O. Drive-in restaurants;
- P. Dry cleaners;
- Q. Hospitals;
- R. Janitorial services;
- S. Linen supply services;
- T. Mortuaries;
- U. Nurseries (within or behind the main buildings);
- V. Nursing and convalescent hospitals or homes;
- W. Private clubs, lodges;
- X. Public grounds and buildings;
- Y. Parking lots, in conjunction with permitted uses;
- Z. Radio and television repair;
- AA. Restaurant/bars;
- BB. Significant tobacco retailers, provided that no significant retailer may be located within five hundred (500) feet of a school;
- CC. Theaters;
- DD. Trade and professional schools;
- EE. Day nurseries, child care nurseries or nursery schools, not exceeding two hundred fifty (250) children;
- FF. Light Manufacturing (where required for the repair or assembly of pre-manufactured components of the retailed goods, and where the floor space

devoted to the repair and/or assembly process is less than ten (10) percent of the total floor are of business);

GG. Pool halls and billiards clubs.

HH. Planned developments, including mixed commercial-residential and/or mixed office-residential uses, pursuant to Chapter 17.84.

II. Social facilities;

JJ. Wireless telecommunications facilities;

KK. Cannabis retail businesses.

**SECTION 4.** 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 5.** The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code, § 21000 *et seq.*, the California Environmental Quality Act (CEQA), because the amendments to the zoning code, in and of themselves, do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., § 15378(a).) Further, the uses permitted as a result of the amendments contained herein may never actually occur and therefore any potential environmental impacts remain wholly speculative. (14 Cal. Code Regs., §15064(d)(3).) Finally, any uses permitted as a result of the amendments contained herein will be subject to environmental review under CEQA prior to the issuance of a conditional use permit. Accordingly, the City Clerk is hereby directed to file a Notice of Exemption.

**SECTION 6.** This ordinance shall take effect thirty (30) days after its passage.

**SECTION 7.** 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 13<sup>th</sup> day of August, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 27<sup>th</sup> day of August, 2019 by the following vote:

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

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



ATTEST:

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Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

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John Kinsey, City Attorney



**Code Enforcement  
Monthly Log**

<b>Address</b>	<b>Type of Case</b>	<b>1st Notice</b>	<b>Deadline</b>	<b>Status</b>	<b>Fine Amount</b>
1891 STAMOULES	MUNICODE VIOLATION	7/2/2019	N/A	WARNING	\$0.00
QUICKEROO	MUNICODE VIOLATION	7/2/2019	N/A	COMPLETE	\$0.00
FOOD CENTER	MUNICODE VIOLATION	7/2/2019	N/A	COMPLETE	\$0.00
585 J	FOLLOW UP	7/3/2019	N/A	COMPLETE	\$0.00
706 PEACH	VEHICLE CHECK	7/3/2019	N/A	COMPLETE	\$0.00
301 OXNARD	VEHICLE CHECK	7/3/2019	N/A	COMPLETE	\$0.00
320 BLACK	VEHICLE CHECK	7/3/2019	N/A	CITED	\$100.00
MEPD	LOBBY TRAFFIC	7/5/2019	N/A	COMPLETE	\$0.00
537 DERRICK	FOLLOW UP	7/5/2019	N/A	COMPLETE	\$0.00
201 ESPINOZA	MUNICODE VIOLATION	7/5/2019	N/A	CITED	\$50.00
CORNER OF JENNINGS/QUINCE	VEHICLE CHECK	7/5/2019	N/A	WARNING	\$0.00
7TH/PUCHEU	VEHICLE CHECK	7/5/2019	N/A	CHECKS OK	\$0.00
328 BLANCO	VEHICLE CHECK	7/5/2019	N/A	CITED	\$50.00
578 LOLITA	FOLLOW UP	7/5/2019	N/A	COMPLETE	\$0.00
578 LOLITA	VEHICLE CHECK	7/5/2019	N/A	CITED	\$50.00
103 CERVANTEZ	VEHICLE CHECK	7/5/2019	N/A	COMPLETE	\$50.00
530 CANTU	VEHICLE CHECK	7/5/2019	N/A	CITED/TOWED	\$50.00
MEPD	LOBBY TRAFFIC	7/8/2019	N/A	COMPLETE	\$0.00
KERMAN	MISC. INVESTIGATION	7/8/2019	N/A	COMPLETE	\$0.00
469 RIOFRIO	VEHICLE CHECK	7/9/2019	N/A	CITED	\$50.00
798 UNIDA	FOLLOW UP	7/9/2019	N/A	NAT	\$0.00
1167 PUCHEU	FOLLOW UP	7/9/2019	N/A	COMPLETE	\$0.00
325 PUCHEU	FOLLOW UP	7/9/2019	N/A	COMPLETE	\$0.00
6TH/STAMOULES	VEHICLE CHECK	7/10/2019	N/A	CITED	\$50.00
1890 7TH	MUNICODE VIOLATION	7/10/2019	N/A	ADVISED	\$0.00
ROJAS PIERCE PARK	DETAIL SPECIAL	7/10/2019	N/A	COMPLETE	\$0.00
636 N JUANITA	VEHICLE CHECK	7/11/2019	N/A	TAGGED	\$0.00
7TH/ QUINCE	MUNICODE VIOLATION	7/11/2019	N/A	WARNING	\$0.00
7TH/QUINCE	FOLLOW UP	7/11/2019	N/A	COMPLETE	\$0.00
873 TULE	MUNICODE VIOLATION	7/11/2019	N/A	WARNING	\$0.00
200 S DERRICK	MUNICODE VIOLATION	7/11/2019	N/A	WARNING	\$0.00
6TH/LOLITA	MIUNICODE VIOLATION	7/12/2019	N/A	COMPLETE	\$0.00
636 LOLITA	FOLLOW UP	7/12/2019	N/A	COMPLETE	\$0.00

**Code Enforcement  
Monthly Log**

577 QUINCE	FOLLOW UP	7/12/2019	N/A	COMPLETE	\$0.00
557 4TH	MUNICODE VIOLATION	7/15/2019	N/A	COMPLETE	\$0.00
9TH/PUCHEU	VEHICLE CHECK	7/15/2019	N/A	TAGGED	\$0.00
578 LOLITA	FOLLOW UP	7/15/2019	N/A	COMPLETE	\$0.00
678 LOLITA	FOLLOW UP	7/15/2019	N/A	COMPLETE	\$0.00
270 GREGG CRT.	FOLLOW UP	7/15/2019	N/A	COMPLETE	\$0.00
270 GREGG CRT.	FOLLOW UP	7/15/2019	N/A	COMPLETE	\$0.00
290 MCCABE	FOLLOW UP	7/15/2019	N/A	COMPLETE	\$0.00
BLACK/MALDONADO	VEHICLE CHECK	7/16/2019	N/A	WARNING	\$0.00
873 TULE	MUNICODE VIOLATION	7/16/2019	N/A	COMPLETE	\$0.00
578 LOLITA	FOLLOW UP	7/16/2019	N/A	COMPLETE	\$0.00
643 RIO FRIO	MUNICODE VIOLATION	7/17/2019	N/A	WARNING	\$0.00
578 LOLITA	FOLLOW UP	7/17/2019	N/A	COMPLETE	\$0.00
636 LOLITA	FOLLOW UP	7/17/2019	N/A	COMPLETE	\$0.00
5TH/LOLITA	VEHICLE CHECK	7/17/2019	N/A	CITED	\$50.00
636 JUANITA	MUNICODE VIOLATION	7/17/2019	N/A	WARNING	\$0.00
AMADOR/OXNARD	MUNICODE VIOLATION	7/17/2019	N/A	WARNING	\$0.00
873 QUINCE	MUNICODE VIOLATION	7/17/2019	N/A	WARNING	\$0.00
ALLEY OF RIOFRIO/STAMOULES	MUNICODE VIOLATION	7/18/2019	N/A	ADVISED	\$0.00
745 I	VEHICLE CHECK	7/18/2019	N/A	CITED	\$50.00
543 STAMOULES	FOLLOW UP	7/18/2019	N/A	CITED	\$300.00
557 RIO FRIO	MUNICODE VIOLATION	7/19/2019	N/A	COMPLETE	\$0.00
578 LOLITA	FOLLOW UP	7/19/2019	N/A	COMPLETE	\$0.00
854 LOLITA	MUNICODE VIOLATION	7/19/2019	N/A	WARNING	\$0.00
327 QUINCE	MUNICODE VIOLATION	7/19/2019	N/A	WARNING	\$0.00
536 J STREET	VEHICLE CHECK	7/19/2019	N/A	TAGGED	\$0.00
467 KATE CT	MUNICODE VIOLATION	7/19/2019	N/A	WARNING	\$0.00
319 L	MUNICODE VIOLATION	7/19/2019	N/A	ADVISED	\$0.00
5TH/RIOFRIO	FOLLOW UP	7/20/2019	7/15/2019	TOWED	\$0.00
1774 7TH	MUNICODE VIOLATION	7/20/2019	N/A	COMPLETE	\$0.00
MARIE/7TH	FOLLOW UP	7/20/2019	7/15/2019	TOWED	\$0.00
297 VALENZUELA	MUNICODE VIOLATION	7/23/2019	N/A	COMPLETE	\$0.00
280 MALDONANDO	MUNICODE VIOLATION	7/23/2019	N/A	COMPLETE	\$0.00
429 ESPINOZA	MUNICODE VIOLATION	7/23/2019	N/A	COMPLETE	\$0.00

**Code Enforcement  
Monthly Log**

277 SANTA CRUZ	VEHICLE CHECK	7/23/2019	N/A	CITED	\$25.00
972 PUCHEU	MUNICODE VIOLATION	7/23/2019	N/A	COMPLETE	\$0.00
41 VERA CRT	PARKING VIOLATION	7/23/2019	N/A	CITED	\$50.00
55 VERA CRT	PARKING VIOLATION	7/23/2019	N/A	WARNING	\$0.00
99 CENT STORE	COMMUNITY CONTACT	7/25/2019	N/A	COMPLETE	\$0.00
DI AMICI COFFEE SHOP	COMMUNITY CONTACT	7/25/2019	N/A	COMPLETE	\$0.00
MENDOTA BRANCH LIBRARY	COMMUNITY CONTACT	7/25/2019	N/A	COMPLETE	\$0.00
FASTRIP	COMMUNITY CONTACT	7/25/2019	N/A	COMPLETE	\$0.00
SMOOT/SORENSEN	MUNICODE VIOLATION	7/25/2019	N/A	WARNING	\$0.00
LOZANO PARK	MUNICODE VIOLATION	7/25/2019	N/A	WARNING	\$0.00
92 SEGOVIA	VEHICLE CHECK	7/25/2019	N/A	CITED	\$50.00
503 CANTU	VEHICLE CHECK	7/25/2019	N/A	CITED	\$50.00
624 QUINCE	FOLLOW UP	7/26/2019	N/A	COMPLETE	\$0.00
624 QUINCE	MUNICODE VIOLATION	7/26/2019	N/A	COMPLETE	\$0.00
SECOND	PARKING VIOLATION	7/26/2019	N/A	CITED	\$50.00
9TH/TULE	FOLLOW UP	7/27/2019	N/A	WARNING	\$0.00
690 PEACH	VEHICLE CHECK	7/27/2019	N/A	CITED	\$50.00
RIOS/LOZANO	MUNICODE VIOLATION	7/27/2019	N/A	WARNING	\$0.00
2ND/LST	VEHICLE CHECK	7/27/2019	N/A	TOWED	\$0.00
573 KATE	FOLLOW UP	7/29/2019	N/A	COMPLETE	\$0.00
690 PEACH	FOLLOW UP	7/31/2019	N/A	TOWED	\$0.00
530 LOLITA	PARKING VIOLATION	7/31/2019	N/A	CITED	\$50.00
2ND/ OLLER	PARKING VIOLATION	7/31/2019	N/A	CITED	\$150.00
541 DERRICK	FOLLOW UP	7/31/2019	N/A	COMPLETE	\$0.00
				<b>TOTAL</b>	<b>\$1,325.00</b>



# POLICE

M E N D O T A

## MEMORANDUM

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

An unknown suspect stole a bicycle and stereo speakers from his garage on Black Street.

Offices conducted a probation compliance check at a residence on J Street.

Vehicle stop at Lolita/5<sup>th</sup> discovered the driver was in possession of methamphetamine. He was arrested, cited and released.

Subject check of two inside a Laundromat on 7<sup>th</sup> Street discovered they were both intoxicated. Both were arrested, cited and released to a sober adult. One of the subjects was also charged with possessing an open container of alcohol in public.

Officers discovered a vehicle with incorrect license plates and expired registration parked on Fourth Street. The vehicle was stored and plates removed.

A victim of identity theft contacted officers at the Police Department to report the incident.

An unknown suspect damaged the window at the victim's residence on I Street.

Non injury traffic collision on Lozano. Party remained on scene.

Subject check at Divisadero/Kate Street discovered an active warrant. He was arrested, cited and released.

Subject check at Divisadero/Lolita discovered she was on active probation and in possession of methamphetamine and drug paraphernalia. She was arrested, cited and released.

Subject check at a local mini mart on Oller discovered active warrants for his arrest. He was arrested, cited and released.

Subject check at K Street/2<sup>nd</sup> Street discovered he was wanted on an outstanding warrant. He was arrested, cited and released.

Disturbance at a residence on 7<sup>th</sup> Street. The suspect hit the victim and then fled prior to officers arriving. The suspect has been arrested for hitting the victim on a prior occasion where a restraining order was issued listing him as the restrained party.

A parolee was contacted at the Police Department and found in possession of methamphetamine. He also refused to test for his parole agent. He was arrested and transported to Jail.

An unknown suspect damaged the victim's vehicle tires when it was parked on Garcia Street.

Officers handled traffic enforcement and issued eight citations.

Disturbance at a residence on 2<sup>nd</sup> Street discovered a restrained party was at the property attempting to contact the protected party. The known suspect fled prior to officers arriving.

Subject check on Holmes discovered active warrants for his arrest. He was arrested, cited and released.

Restrained person went to the protected person's residence on 2<sup>nd</sup> Street. He was contacted by officers away from the location and arrested. He was transported to Jail.

Vehicle check on Bou Circle discovered methamphetamine in the possession of an occupant. She was transported by EMS for evaluation.

Subjects were located drinking beer in a home under construction on Lolita. The owner did not give permission for anyone to be on the property. One of the subjects refused to leave and was arrested for trespassing. He was transported to Jail.

Subject check on 2<sup>nd</sup>/Marie of a person drinking an alcoholic beverage in public. He was cited and released.

Fourth of July evening: Four residents were issued citations for possessing/using illegal fireworks.

Report of a wanted subject in a residence on 6<sup>th</sup> Street. A warrant was confirmed and officers contacted the subject in the residence. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on Barajas Court.

Vehicle stop at Marie/9<sup>th</sup> discovered the driver was intoxicated. He was arrested for DUI and then transported to Jail.

Disturbance at a residence on 4<sup>th</sup> Street discovered one of the parties was wanted on an outstanding warrant. He was arrested and transported to Jail.

An unknown suspect damaged the paint on the victim's vehicle while it was parked on Perez Street.

Non-injury single vehicle traffic collision on Santa Cruz Street. Vehicle vs. tree.

Disturbance at a local bar on Oller Street resulted in officers discovering the subject causing was wanted on outstanding warrants. He was arrested, cited and released.

An unknown suspect damaged windows on two vehicles while they were parked on Lolita Street.

An unknown suspect damaged a window on two vehicles while one was parked on 4<sup>th</sup> Street and the other parked on Divisadero Street.

Credit card skimmers were located affixed to gas pump credit card readers at a local mini mart on Oller.

Vehicle check of a parking violation on Fourth discovered the license plates were for another vehicle and the owner, who was present, was wanted on outstanding warrants. The owner was arrested, cited and released. License plated were confiscated and a parking citation issued.

Two vehicle windows were damaged on Lolita and Kate Street. Suspect unknown.

Subject check at a local market on 7<sup>th</sup> Street. He was found to be wanted on an active warrant. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on 8<sup>th</sup> Street.

Non-injury on-duty vehicle vs. pole traffic collision by Oller/10<sup>th</sup>.

An unknown suspect stole paint from a construction site on 2<sup>nd</sup> Street. Video surveillance recorded the incident.

Vehicle stop by Oller/9<sup>th</sup> resulted in the arrest of two subjects on outstanding warrants and another for being in possession of drug paraphernalia. All were cited and released.

Officers located drug paraphernalia at the scene of a disturbance on Blanco Street. It is unknown who discarded the paraphernalia. Parties involved were FI'ed for information.

An unknown suspect stole a bicycle from the victim's yard on Holmes Street.



Unwanted subject at a residence on Kate Street. Officers discovered the subject was a restrained party and the protected party was at the residence. The restrained party was contacted leaving the neighborhood, arrested and transported to Jail.

Vehicle stop on Hwy33/Bass discovered the driver was intoxicated. He was arrested for DUI, cited and released to a sober adult.

Traffic enforcement detail on Oller Street resulted in 12 citations.

Subject check of two on Gregg Court discovered outstanding warrants on one and drug paraphernalia on the other. Both were arrested, cited and released.

An unknown suspect stole the victim's cell phone after she accidentally left it at a location. Upon her return the phone was gone.

Vehicle stop by Blanco/Lozano discovered the driver lied about his identity to avoid being arrested on an active warrant. His true ID was discovered and he was arrested, cited and released.

An unknown suspect stole the victim's rear license plate to her vehicle while it was parked on I Street.

Subject check at 7<sup>th</sup>/Unida discovered she was wanted on outstanding warrants. She was arrested, cited and released.

Disturbance at a residence on Oller discovered the subject causing was wanted on an active warrant. He was arrested, cited and released.

An unknown suspect damaged a door lock to the victim's vehicle while it was parked on Derrick.

Subject check of four in the business parking lot at Derrick/Oller. Two were found in possession of open containers of alcohol. They were cited and released.

Intoxicated subject at City Hall. Officers contacted him leaving the area and discovered he was intoxicated and wanted on outstanding warrants. He was arrested and transported to Jail.

Subject check by Divisadero/Marie located an active warrant for his arrest. He was arrested, cited and released.

Subject check by a local market on 7<sup>th</sup> Street discovered he was in possession of an open container of alcohol. He was cited and released.

Identity Theft on J Street. An unknown suspect opened a credit card account with the victim's identity.

Subject check on 9<sup>th</sup> Street discovered he was a wanted parole violator. He was arrested and transported to Jail.

Vehicle stop by Oller/9<sup>th</sup> discovered a passenger was a wanted subject. He was arrested on outstanding warrants and transported to Jail.

Non-injury traffic collision on Oller by 6<sup>th</sup> Street resulted in damage to a city light pole. All parties remained on scene. Public Works was notified.

Subject check by Lolita/6<sup>th</sup> located an outstanding warrant. He was arrested, cited and released.

Subject check in an alley by Quince/6<sup>th</sup> Street found him to be in possession of an open container of alcohol. He was cited and released.

Non-injury traffic collision at 7<sup>th</sup>/Stamoules. Both parties remained on scene.

Officers went to an address on De La Cruz and located two wanted subjects. Both were later transported to Jail.

Subject check at 2<sup>nd</sup>/Bass discovered she was wanted on an outstanding warrant. She was arrested and transported to Jail.

A stolen vehicle was located by the victim at a business on Oller Street. It was recovered and returned to the victim.

A disturbance at a residence in the City of San Joaquin discovered the suspect hit the victim while in Mendota. Sheriff's Deputies turned the investigation over to MPD. Officers responded and handled.

Subject check by Lolita/6<sup>th</sup> discovered an outstanding warrant. He was arrested, cited and released.

An unknown suspect stole the victim's vehicle while parked on 3<sup>rd</sup> Street.

Subject check on Oller by 9<sup>th</sup> Street discovered the person was a former employee from the carnival company that was still in town from the prior week. He was FI'ed for information.

Search warrant service by Lolita/6<sup>th</sup> located drugs for sale, cash, drug sales paraphernalia and one suspect. She was arrested and transported to Jail.

Traffic enforcement detail resulted in 13 citations issued for violations

Non-injury traffic collision on Vera Circle. An unknown suspect hit the victim's vehicle while it was parked in front of her residence.

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

Subject check at Quince/6<sup>th</sup> discovered an active warrant and methamphetamine in his possession. He was arrested, cited and released.

Subject check at Rio Frio/7<sup>th</sup> of a subject drinking an alcoholic beverage in public. He was cited and released.

Subject check on Rio Frio discovered he was in possession of an open container of alcohol beverage. He was cited and released.

Subject check on 2<sup>nd</sup> Street discovered he was an active parolee in violation of his conditions. He was arrested and transported to Jail per his Parole Agent.

Subject check on Lolita/7<sup>th</sup> discovered she was wanted on an active warrant. She was arrested, cited and released.

An unknown suspect stole the victim's vehicle on Quince and then was involved in a traffic collision in the county. CHP handled the collision investigation.

An unknown suspect entered the victim's residence on I Street and ransacked the inside. Unknown property loss.

Vehicle stop on Oller discovered the driver was wanted on outstanding warrants. He was arrested, and transported to Jail.

Bicycle stop by Divisadero and Marie on a subject who attempted to destroy drug paraphernalia. He was arrested, cited and released.

Disturbance at a residence on 6<sup>th</sup> resulted in a known suspect cutting the victim on the hand with a large knife and then fleeing. The victim was transported to CRMC by EMS.

A known suspect violated a court order on Santa Cruz by not adhering to the child custody schedule.

A known suspect passed a false check at a business on 7<sup>th</sup> Street.

Bicycle stop on 4<sup>th</sup> Street resulted in an FI for information.

Officers conducted follow up on an investigation and discovered a wanted suspect at the location on Lolita. He was arrested and transported to Jail.

Subject check behind a market by Derrick/Bass discovered he was wanted on outstanding warrants. He was arrested, cited and released.

Disturbance at a business on Oller discovered the known suspect hit the victim weeks ago and then damaged property in the store prior to fleeing.

Non-injury hit and run on Derrick discovered an unknown suspect hit the victim's car while it was parked on private property.

Non-injury traffic collision at Oller/5<sup>th</sup>. Both parties remained on scene.

Restraining order violation at a residence on 2<sup>nd</sup> Street. The restrained party went to the protected persons residence in an attempt to make contact. He was located by officers, arrested and transported to Jail.

An unknown suspect entered the victim's 7<sup>th</sup> street residence and stole money from the bedroom.

Subject check in an alley by Oller Street discovered he was a former probationer. He was FI'ed for information.

Vehicle stop on Rio Frio related to a disturbance discovered the driver was intoxicated and wanted on an outstanding warrant. He was arrested for DUI and on the warrants then transported to Jail

Vehicle stop by Divisadero/Marie discovered the driver was intoxicated and transporting a 2yr old child in the vehicle. He was arrested for DUI and child endangerment and transported to Jail.

An unknown suspect vandalized the victim's car while it was parked by Naples/4<sup>th</sup> Street.

A known suspect hit the victim while at a residence on Juanita Street. He then fled the scene.

Disturbance at a residence at Lolita/6<sup>th</sup> resulted in one party being cut with a large knife. The suspect was identified and arrested. He was transported to Jail.

Injury traffic collision by Oller/3<sup>rd</sup>. One party complained of pain and EMS responded.

A known suspect pointed a gun at the victim and then verbally threatened him. Case is ongoing.

A known suspect hit the victim and then fled the scene prior to officers arriving.

During a patrol check at a local park officers conducted a subject check. An active warrant was located for the person's arrest. She was arrested, cited and released.

An unknown suspect stole both licenses plates to the victim's vehicle while it was parked on 4<sup>th</sup> Street next to his business.

Officers made an arrest and served a search warrant related to a brandishing of a firearm investigation.

An unknown suspect stole the victim's vehicle while it was parked by her residence on Rios Street.

An unknown suspect damaged the front door to a vacant apartment unit on I Street.

An unknown suspect damaged the garage door of a residence on McCabe Street.

Disturbance at a residence on J Street discovered a subject causing was wanted on an active warrant. She was arrested and transported to Jail.

Vehicle stop in La Colonia housing area discovered the driver was in possession of drug paraphernalia and wanted on an active warrant. He was arrested, cited and released.

Report of a suspicious subject on Derrick. Officers located the subject and completed an FI for information.

A found purse investigation resulted in locating the owner who was found in possession of drug paraphernalia. She was arrested, cited and released.

Bicycle stop by Perez/Lozano discovered the rider was wanted on outstanding warrants. He was arrested, cited and released.

An unknown suspect damaged the headlight to the victim's vehicle while it was parked on Derrick.

Disturbance at a residence on Lozano discovered the suspect hit the victim causing injury. The suspect was arrested and transported to Jail.

Officers tried to conduct a vehicle stop on a wanted subject who sped from the scene. After a short pursuit that included traffic violations the suspect stopped and was taken into custody. He later confessed to the crimes and was transported to Jail.

**Strategic Planning:**

- Records Manager handled National Night Out preparation
- Personnel attended updated skills training
- Code Enforcement officers and Sgt. attended liability training by City Attorney
- Code Enforcement officers and Sgt. attended Civil Procedures Training

**Personnel Information:**

- Police Officer resigned
- Conducted oral board for new officer hire
- The following Police Department positions remain vacant and frozen:

- One Police Officer
- One Administrative Assistant