



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor

VICTOR MARTINEZ
Mayor Pro Tempore

JESSE MENDOZA

OSCAR ROSALES

ROBERT SILVA

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS

643 QUINCE STREET

August 28, 2018

6:00 PM

CRISTIAN GONZALEZ
Interim City Manager

JOHN KINSEY
City Attorney

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

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

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

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

SWEARING IN

1. Deputy City Clerk Cabrera to swear in Officers Edward Jimenez, Randy Perez, and Ramiro Rodriguez.

PRESENTATION

1. Council recognition of Code Enforcement Officer Jose Ruiz.

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 August 14, 2018.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. AUGUST 16, 2018 THROUGH AUGUST 21, 2018
WARRANT LIST CHECKS NO. 44302 THRU 44360
TOTAL FOR COUNCIL APPROVAL = \$281,437.39
2. Proposed adoption of **Resolution No. 18-64**, authorizing the Mayor to enter into the successor Memorandum of Understanding with Fresno County to ensure compliance with AB 939.

BUSINESS

1. Council discussion and consideration on project alternatives for Proposition 1 Grant Technical Assistance for Improved Stormwater Management.
 - a. *Receive presentation from Assistant City Engineer Osborn*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*
2. Second reading and proposed adoption of **Ordinance No. 18-03**, amending the official zoning map of the City of Mendota to reflect a change of zone for Assessor's Parcel Numbers 013-061-15 and 012-160-39.
 - a. *Receive report from City Planner Schoettler*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and adopt Ordinance No. 18-03*

3. Second reading and proposed adoption of **Ordinance No. 18-04**, approving an agreement by and between the City of Mendota and KSA Homes, Inc. relating to the development of the La Colonia property.
 - a. *Receive report from City Planner Schoettler*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and adopt Ordinance No. 18-04*

4. Second reading and proposed adoption of **Ordinance No. 18-05**, imposing a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration.
 - a. *Receive report from Deputy City Clerk Cabrera*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and adopt Ordinance No. 18-05*

PUBLIC HEARING

1. Council take public comment and consider **Resolution No. 18-65**, authorizing the placement of special assessments on the 2018 tax roll for the 2018 nuisance abatement costs.
 - a. *Receive report from Chief of Police Andreotti*
 - 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 and adopt Resolution No. 18-65*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

2. Public Works
 - a) Monthly Report

3. City Attorney
 - a) Update

4. City Manager


MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of August 28, 2018, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, August 24, 2018 at 4:20 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

August 14, 2018

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

Flag salute led by Mayor Castro

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Victor Martinez, Councilors Jesse Mendoza and Robert Silva

Council Members Absent: Councilor Oscar Rosales

FINALIZE THE AGENDA

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

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

PRESENTATION

1. Introduction of Interim City Manager Cristian Gonzalez.

Interim City Manager Gonzalez introduced himself and stated that he is looking forward to serving the community.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 24, 2018 and the special City Council meeting of July 27, 2018.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

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

CONSENT CALENDAR

1. JULY 24, 2018 THROUGH AUGUST 08, 2018
WARRANT LIST CHECKS NO. 44196 THRU 44301
TOTAL FOR COUNCIL APPROVAL = \$919,702.70
2. Proposed adoption of **Resolution No. 18-59**, authorizing the submission of an application to the State Lands Commission for a land lease for the existing and proposed Mowry Bridge.
3. Proposed adoption of **Resolution No. 18-60**, approving an update to the Westamerica Bank signature card.

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

PUBLIC HEARING

1. Introduction of **Ordinance No. 18-03**, amending the official zoning map of the City of Mendota to reflect a change of zone for Assessor's Parcel Numbers 013-061-15 and 012-160-39.

Mayor Castro introduced the item and City Planner Schoettler reported on the location of the project; the current zoning and use, as well as the proposed zoning and use; the commercial portion that is in the northwest corner of the development; the subdivision's housing, including its layout; the Planned Unit Development (PUD) findings; the new traffic signal that the applicant is required to install; the accommodation by the City's utility system of the project, including capacity-related issues; the Community Facilities District and Landscape and Lighting District that will be applied to the development; the compliance with CEQA, including factors that may need mitigation; and the action the Planning Commission took to approve the project.

Discussion was held on the orientation and location of the pedestrian walkway; the traffic problems that could exist in the future; the small park that will be created, and the

trade-off of improving the soccer field at Rojas-Pierce Park instead of making additional room for a park in this development; the fees that will be imposed upon the applicant; the lack of more exits for vehicles; the ability to meet the requirements of the Fire Code by mandating all constructed houses in this development to have fire sprinkler systems; the applicant carrying the cost of improving the City's wells; the mason wall that will be built around the residential area; and the need to have sufficient parking.

At 6:26 p.m. Mayor Castro opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Silva to perform the first reading of Ordinance No. 18-03, seconded by Mayor Pro Tem Martinez; unanimously approved (4 ayes, absent: Rosales).

2. Introduction of **Ordinance No. 18-04**, approving an agreement by and between the City of Mendota and KSA Homes, Inc. relating to the development of the La Colonia property.

Mayor Castro introduced the item and discussion was held on what would be the amount of the special tax for the parcels.

At 6:29 p.m. Mayor Castro opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Silva to perform the first reading of Ordinance No. 18-04, as amended, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Rosales).

3. *Introduction of **Ordinance No. 18-05**, imposing a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration. (item to be considered after the business portion of the agenda)*

BUSINESS

1. Council discussion and consideration of **Resolution No. 18-61**, approving a mitigated negative declaration for the La Colonia project.

Mayor Castro introduced the item and City Planner Schoettler stated that the item was regarding the environmental study that was conducted for the project.

At 6:31 p.m. Mayor Castro opened the floor to public comment and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Silva to adopt Resolution No. 18-61, seconded by Mayor Pro Tem Martinez; unanimously approved (4 ayes, absent: Rosales).

2. Council discussion and consideration of **Resolution No. 18-62**, approving General Plan Amendment 2018-01.

Mayor Castro introduced the item and City Planner Schoettler stated that the item is regarding amending the City's General Plan land use map so that the map is consistent with the proposed re-zone designations for the properties.

At 6:32 p.m. Mayor Castro opened the floor to public comment and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Mayor Pro Tem Martinez to adopt Resolution No. 18-62, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Rosales).

3. Council discussion and consideration of **Resolution No. 18-63**, approving Vesting Tentative Subdivision Map 2018-01.

Mayor Castro introduced the item and City Planner Schoettler reported that the resolution approves the subdivision map for the project, subject to adopting the conditions of approval.

Discussion was held on the Council considering the modified resolution for approval.

At 6:33 p.m. Mayor Castro opened the floor to public comment and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Mayor Pro Tem Martinez to adopt Resolution No. 18-63 as modified, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Rosales).

PUBLIC HEARING (CONTINUED)

3. Introduction of **Ordinance No. 18-05**, imposing a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration. (item was moved to considered following the business section)

Mayor Castro introduced the item and Economic Development Manager Flood reported that a tax measure will be on the ballot for the November election; stated that certain documents need to be completed in order for the California Department of Tax and Fee Administration (CDTFA) to administer the tax; and that the ordinance is contingent upon the approval of the tax measure by the voters.

Discussion was held on what agency is requesting the ordinance.

At 6:35 p.m. Mayor Castro opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Mayor Pro Tem Martinez to perform the first reading of Ordinance No. 18-05, as amended, seconded by Councilor Silva; unanimously approved (4 ayes, absent: Rosales).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

Lieutenant Kevin Smith provided his report including the recent National Night Out event that was successful; a new patrol vehicle that will be used for patrol soon; the issues that were faced during the first week of school; the School Resource Officers that will be placed at the various schools; the reduction in crime in Mendota, especially violent crime; the focus on DUI arrests, including educating the public on the dangers of drunk driving; and the recent efforts of a task force that the Mendota Police Department participated in to ensure that sex offenders in the area are in compliance.

2. Economic Development
 - a) Monthly Report

Economic Development Manager Flood reported on focusing on attracting a large commercial establishment for the commercial portion of the La Colonia development; working on a community profile that highlights the Economic Incentive Zone (EIZ) and the Enhanced Economic Incentive Areas (EEIA); and the upcoming Annual Staff versus Officials Charitable Softball Game.

Discussion was held on what is being done to address abandoned commercial lots, and the economic incentives that the City provides through the EIZ and EEIA.

3. City Attorney
 - a) Update

City Attorney Kinsey reported that Assistant City Attorney Harlos enjoyed meeting everyone.

4. City Manager

Interim City Manager Gonzalez reported on working on addressing properties on Oller Street that have overgrown weeds; an update on the Canna-Hub project, including that the Planning Commission may consider the tentative parcel map at its August 21st regularly scheduled meeting; the success of the National Night Out event; that he would be attending a meeting with the Fresno Council of Governments and Caltrans regarding the proposed roundabout.

Discussion was held on the Council's position on the proposed roundabout; the status of the wastewater treatment plant project; the status of the AMOR project; the status of the proposed Mowry bridge; and the status of addressing the nuisance at 1240 7th Street.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Mayor Pro Tem Martinez reported that Salvadoran Consulate would be at Gonzalez Hall on November 4th to provide their services.

Councilor Silva reported on items discussed at the August 6th Public Safety Sub-Committee meeting including staff coordinating with the school district to alleviate traffic congestion around schools; commented on the success of the Annual Gutierrez Family Backpack Giveaway event that was held recently; a phone call he received from the EDD regarding assisting with employment for the Canna-Hub campus;

Councilor Mendoza stated that the progression of the community will continue if everyone works together, and congratulated Interim City Manager Gonzalez.

2. Mayor

Mayor Castro commented on the success of National Night Out, and thanked the various agencies that attended the event.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:06 p.m. by Mayor Pro Tem Martinez, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Rosales).

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
8/16/2018 - 8/21/2018
Check# 44302 - 44360

Date	Check #	Amount	Vendor	Department	Description
August 16, 2018	44302	\$32.39	ACE TROPHY SHOP	GENERAL-WATER-SEWER	(3) NAME PLATE C. GONZALEZ CM
August 16, 2018	44303	\$2,705.00	ADMINISTRATIVE SOLUTIONS INC	GENERAL	(5) HRA ADMINISTRATION - AUGUST 2018 (PD), (21) MONTHLY MEDICAL ADMINISTRATION FEES - AUGUST 2018, MEDICAL CHECK RUN 8/14/2018
August 16, 2018	44304	\$802.92	AFLAC	GENERAL	AFLAC INSURANCE FOR AUGUST 2018
August 16, 2018	44305	\$30.72	AIRGAS USA LLC	WATER	(1) RENT CYL SMALL CARBON DIOXIDE JULY 2018
August 16, 2018	44306	\$2,405.00	ALESHIRE & WYDER	WATER	PROFESSIONAL SERVICE: AUTO-READ METER CONSTRUCTION INSTALL SALE AGREEMENT JULY 2018
August 16, 2018	44307	\$260.00	GREGG ANDREOTTI	GENERAL	PER DIEM 9/4/2018 THRU 9/7/2018 CHIEF POLICE CONFERENCE AND TRAINING (PD)
August 16, 2018	44308	\$188.69	AQUA NATURAL SOLUTIONS	SEWER	(1) MICROBE LIFT IND 5 GALLON
August 16, 2018	44309	\$29,068.00	AVISON CONSTRUCTION, INC	STREETS	FINAL PAYMENT: 2018 PAVEMENT SEAL PROJECT
August 16, 2018	44310	\$24,297.41	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR SEPTEMBER 2018
August 16, 2018	44311	\$3,025.00	CALIFORNIA STATE LANDS COMMISSION	WATER	MOWRY BRIDGE LICENSE APPLICATION
August 16, 2018	44312	\$1,329.84	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY SERVICES 8/6/18 - 9/5/18
August 16, 2018	44313	\$486.72	COOK'S COMMUNICATIONS	GENERAL	UNIT#M83 (1) PRO GUN RACK FOR SHOTGUN (1) INSTALL RACK (PD)
August 16, 2018	44314	\$154.50	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL QUEST SERVICES FOR 7/1/18 - 7/30/18
August 16, 2018	44315	\$337.19	CROWN SERVICES CO	GENERAL-SEWER	(4) TOILET RENT (1) TOILET W/ SINK FOR BASS AVE, DERRICK AVE, WASTE WATER PLANT, AND PD
August 16, 2018	44316	\$555.30	DEPT OF CONSERVATION	GENERAL	STRONG MOTION INSTRUMENT & SEISMIC HAZARD MAPPING FEE - APRIL - JUNE 2018
August 16, 2018	44317	\$7,390.70	STANTEC CONSULTING SERVICES	SEWER	2ND QUARTER GROUNDWATER SAMPLING & REPORTING FOR 2018
August 16, 2018	44318	\$626.90	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	(12000) LEFT HAND WINDOW #10 ENVELOPES
August 16, 2018	44319	\$80.69	FERGUSON ENTERPRISES, INC	GENERAL	(1) 1.5 ST HVAC SUPERSEAL FOR EDD
August 16, 2018	44320	\$11,250.00	FIREBAUGH POLICE	GENERAL	POLICE DEPARTMENT DISPATCH SERVICES 7/1/2018 - 7/31/2018
August 16, 2018	44321	\$95.01	HR DIRECT	GENERAL-WATER-SEWER	(1) ENGLISH POSTER GUARD 1 YR STATE FEDERAL LOCAL RENEWAL
August 16, 2018	44322	\$41.64	ID CARDS, INC	GENERAL	(3) CUSTOM PVC CARD FRONT LAMINATION WITH PHOTO- (PD, PD SRO)
August 16, 2018	44323	\$160.00	KERWEST NEWSPAPER	GENERAL	(8) NOTICE CITY COUNCIL MEETING ORDINANCE 18-05 IMPOSING TRANSACTION TAX
August 16, 2018	44324	\$2,390.02	METRO UNIFORM	GENERAL	(1) MENS LONG SLV, NAVY PANT, EMBROIDERY NAME TAPE, SRO PD, FLEXFIT WOOL CAP, BELT KEEPER, BATON, AND COM LIGHT HOLDER (2)SHIRT, PANT,
August 16, 2018	44325	\$890.00	METROPOLITAN COMPOUNDS, INC	SEWER	(2) LIQUID ENZYMES - 6 GAL
August 16, 2018	44326	\$1,822.40	NORTHSTAR CHEMICAL	WATER	(450 GAL & 425 GAL) SODIUM HYPOCHLORITE - 12.5% MILL A

CITY OF MENDOTA
CASH DISBURSEMENTS
8/16/2018 - 8/21/2018
Check# 44302 - 44360

August 16, 2018	44327	\$1,451.63	OFFICE DEPOT	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
August 16, 2018	44328	\$6,895.00	PRICE, PAIGE, & COMPANY	GENERAL-WATER-SEWER-STREETS- REFUSE	PROFESSIONAL SERVICES - AUDIT CITY'S FINANCIAL STATEMENTS YEAR END 6/30/2018
August 16, 2018	44329	\$5,652.48	RAMON'S TIRE	GENERAL-WATER-SEWER	JD LOADER - (4) 16 PLY CAMSCO (4) 25 THIN (4) VALVE STEM
August 16, 2018	44330	\$875.83	RED WING BUSINESS ADVANTAGE ACCOUNT	WATER-SEWER	(6) BOOT REPLACEMENT PER MOU
August 16, 2018	44331	\$552.00	THE CLIFFS	GENERAL	2018 CHIEF OF POLICE CONFERENCE & TRAINING (PD)
August 16, 2018	44332	\$763.60	TRIANGLE ROCK PRODUCTS	STREETS	(6.12 & 5.4 TON) ST 1/2 HMA TYPE A ASPHALT 2ND ST & TUFT ST
August 16, 2018	44333	\$104.18	UNIFIRST	GENERAL-WATER-SEWER	JANITORIAL SUPPLIES (2) RUGS, WET MOP, DRY MOP, TERRY CLOTHS
August 16, 2018	44334	\$298.38	USA BLUEBOOK	WATER-SEWER	(12) SB COUPLING 1" X1" NL WTP (1) ALL PURPOSE WIDE MTH NALGENE 32 OZ
August 16, 2018	44335	\$493.23	VULCAN MATERIAL COMPANY	STREETS	(7.53 TON) ST 1/2 HAM TYPE A ASPHALT PUCHEU ST
August 20, 2018	44336	\$525.29	HILTON LONG BEACH	GENERAL	LEAGUE OF CALIFORNIA CITIES SEPTEMBER 12-14 ROOM AND PARKING FEES
August 20, 2018	44337	\$452.31	VICTOR MARTINEZ	GENERAL	PER DIEM & CONFERENCE - LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE
August 20, 2018	44338	\$3,100.00	SAN JOAQUIN VALLEY AIR	WATER	NOTICE OF VIOLATION & PROPOSED SETTLEMENT C18-0499
August 21, 2018	44339	\$106,623.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 8/6/2018 - 8/19/2018
August 21, 2018	44340	\$1,440.00	LORIE ANN ADAMS	HOME LOAN	PORTFOLIO MANAGEMENT/HOME LOAN JUNE & JULY 2018
August 21, 2018	44341	\$51.27	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 9/3/2018 - 10/2/2018 COMMUNITY CENTER
August 21, 2018	44342	\$740.00	BC LABORATORIES, INC	WATER	DRINKING WATER - EDT 2018 3RD QTR TTHM/HAA5
August 21, 2018	44343	\$168.75	BSK ASSOCIATES	WATER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION
August 21, 2018	44344	\$652.65	CALIFORNIA DEPARTMENT OF TAX & FEE	WATER-SEWER-STREETS	2017 USE TAX RETURN END DATE: DECEMBER 31, 2017
August 21, 2018	44345	\$170.00	ROLANDO CASTRO	GENERAL	PER DIEM LEAGUE FO CALIFORNIA CITIES ANNUAL CONFERENCE SEPTEMBER 12-14, 2018
August 21, 2018	44346	\$840.00	D&D DISPOSAL, INC.	GENERAL	ANIMAL DISPOSAL JULY 2018
August 21, 2018	44347	\$200.00	DATA TICKET, INC.	GENERAL	JULY 2018 - CITATIONS, DAILY NOTICES, & APPEALS
August 21, 2018	44348	\$369.00	DEPARTMENT OF JUSTICE	GENERAL	(6) FINGERPRINT APPLICATIONS (3) FINGERPRINTS FBI, (1) FIREARMS/SECURITY OFFICER, (2) PEACE OFFICER, (2) RECORD REVIEW (PD)
August 21, 2018	44349	\$26.97	NANCY DIAZ	WATER-SEWER	EXPENSE REIMBURSEMENT - (2) HDMI TO DISPLAYPORT FOR COMPUTER MONITORS
August 21, 2018	44350	\$193.06	FRESNO COUNTY SHERIFF	GENERAL	PRISONER PROCESSING SERVICES 3RD QUARTER 1/1/18 - 3/31/18 & 4TH QUARTER 4/1/18 - 6/30/18 (PD)
August 21, 2018	44351	\$1,349.94	GRANDFLOW, INC	WATER-SEWER-REFUSE	(20,000) UTILITY NOTICE BILLING PAPER

CITY OF MENDOTA
 CASH DISBURSEMENTS
 8/16/2018 - 8/21/2018
 Check# 44302 - 44360

August 21, 2018	44352	\$525.69	HILTON LONG BEACH	GENERAL	LEAGUE OF CALIFORNIA CITIES SEPTEMBER 12-14 ROOM AND PARKING FEES
August 21, 2018	44353	\$85.60	LC ACTION POLICE SUPPLY	GENERAL	(2) SHOTGUN SIDE SADDLE REMINGTON HOLDER POLYMER (PD)
August 21, 2018	44354	\$1,521.70	MENDOTA SMOG & REPAIR	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT VEHICLE MAINTENANCE- (2) OIL CHANGE, THROTTLE BODY REPAIR, REPLACE WINDSHIELD, REPLACE ALTERNATOR
August 21, 2018	44355	\$40,160.61	PG&E	GENERAL-WATER-STREETS	WATER DEPARTMENT UTILITIES 7/10/2018 - 8/9/2018
August 21, 2018	44356	\$10,687.31	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	CITY ENGINEERING SERVICES - RETAINER JULY 2018, 2018 PAVEMENT SEAL PROJECT, PASSTHRU LA PALMAS & LA COLONIA
August 21, 2018	44357	\$1,983.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 7/15/18 & 8/12/18
August 21, 2018	44358	\$780.50	R&B COMPANY	WATER	(30) INSERT (2) 4X1 SADDLE (30) NEOPRENE METER GASKET 1"
August 21, 2018	44359	\$317.59	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ENCROACHMENT - 10TH & MARIE, MARIE ST, BELMONT AVE
August 21, 2018	44360	\$959.80	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELL PHONE SERVICES 7/7/18 - 8/6/18
		\$281,437.39			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: APPROVAL OF SUCCESSOR MOU WITH FRESNO COUNTY TO ENSURE AB 939 COMPLIANCE
DATE: AUGUST 28, 2018

ISSUE

Shall the Council approve the Successor MOU with the County of Fresno and its cities for the continued funding and implementation of programs designed to comply with AB 939 requirements?

BACKGROUND

AB 939 requires each county and city in the State to prepare, implement and update solid waste management plans in order to meet State diversion mandates. In addition, the State requires all jurisdictions to properly handle generated HHW through recycling and/or disposal of these materials at an appropriate facility. The County, as Lead Agency, continues to provide this service to all jurisdictions within Fresno County through the Successor MOU. The County and the 15 cities within the Fresno County entered into an MOU in 1993, 2004 and again in 2009 to coordinate county-wide implementation of related education and public information and HHW management programs. The current MOU expires on January 5, 2019. In 2009, the County and the 15 cities agreed to increase a portion of the AB 939 Surcharge Fee from \$0.65 to \$2.40 per disposed ton of Fresno County generated solid waste. This increase was to fully-fund the activities covered by the MOU, including development and operation of the Regional Permanent HHW Facility (HHW Facility) and a local network of HHW drop-off sites (Local HHW Network).

The Successor MOU will continue to provide for services to: 1) manage the increase in types and volumes of waste required by legislation to be managed as HHW, and 2) respond to requests from residents of Fresno County to have more and better access to HHW management services. This is planned through development, construction and operation of a new relocated HHW Facility, other facilities as needed and expansion of the Local HHW Network.

Attached to this report is the Successor MOU in question.

ANALYSIS

A new addition to the Successor MOU allows that if the portion of the Trust Fund Reserves allocated to the HHW Facility and associated activities reaches \$11.5 million in total, the MOU Committee will initiate the process to lower the portion of the Surcharge Fee of \$2.40 per disposed ton of Fresno County generated solid waste, to \$0.00. This will continue until a new relocated HHW Facility is constructed and operational or the Trust Fund Reserves falls below \$6.0 million. In addition, a new provision to include a Local Task Force (LTF) as required by the State (previously approved by the City at its March 14, 2017 regular Council Meeting and subsequently by the County and all of its cities) was added to the Successor MOU.

The County Department of Public Works and Planning staff and representatives of the 15 cities within Fresno County have been working closely together to prepare the Successor MOU. County staff have held several meetings over the past few months and the recommended Successor MOU reflects a collaborative effort to enhance accountability and program effectiveness.

The Successor MOU has an initial term of ten years with an option for one five-year extension. The option will be automatically exercised, unless a majority of the cities and County vote not to exercise the option for renewal. The Successor MOU contains a mutual indemnification clause, as did the previous MOU.

FISCAL IMPACT

None.

RECOMMENDATION

Council approve Resolution No. 18-64 , authorizing the Mayor to execute the Successor Memorandum of Understanding with the County of Fresno and its cities related to AB 939 requirements.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE MAYOR TO ENTER INTO THE
SUCCESSOR MEMORANDUM OF
UNDERSTANDING WITH FRESNO COUNTY
AND ITS CITIES TO ENSURE COMPLIANCE
WITH AB 939**

RESOLUTION NO. 18-64

WHEREAS, the California Integrated Waste Management Act of 1989 (Assembly Bill 939, Sher, Chapter 1095, Statutes of 1989) (AB 939) requires each city and county in the State to prepare and implement a jurisdiction-specific plan to divert 50% of solid waste generated within its jurisdiction from disposal; and

WHEREAS, to comply with AB 939, the City of Mendota (City) entered into a Memorandum of Understanding (MOU) with the County of Fresno (County);

WHEREAS, the current and effective MOU has a termination date of January 5, 2019; and

WHEREAS, in order to continue providing integrated and compliant solid waste management services, it is necessary to enter into a new Memorandum of Understanding; and

WHEREAS, representatives from Fresno County and all of its cities have had the opportunity to work on and draft a Successor Memorandum of Understanding (Successor MOU), attached hereto as Exhibit "A" and incorporated herein by this reference, that will carry on the intent, funding, and programs necessary to comply with AB 939; and

WHEREAS, the City of Mendota, each other individual city, and the County are required to approve the Successor MOU.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota, State of California, authorizes the Mayor to execute the Successor MOU between Fresno County and the City of Mendota regarding the provision of county-wide education and public information, HHW management programs, and development and operation of the HHW Facility(ies) and the Local HHW Network.

BE IT FURTHER RESOLVED that the City Council authorizes the City Manager or his designee to carry out the necessary procedures and execute any subordinate documents related to the fulfilling of any obligations related to said executed MOU.

Rolando Castro, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 28th day of August, 2018, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

MEMORANDUM OF UNDERSTANDING

This AB 939 MEMORANDUM OF UNDERSTANDING (MOU), made and entered into this _____ day of _____, 2018 by and between the County of Fresno, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the cities of CLOVIS, COALINGA, FIREBAUGH, FOWLER, FRESNO, HURON, KERMAN, KINGSBURG, MENDOTA, ORANGE COVE, PARLIER, REEDLEY, SAN JOAQUIN, SANGER and SELMA, all collectively hereinafter referred to as "CITIES", is the successor agreement to that certain MOU, originally entered into on April 27, 1993, renewed on June 8, 2004, and again renewed on January 6, 2009; hereinafter referred to collectively as "PREDECESSOR MOU(s)."

WITNESSETH

WHEREAS, California Public Resources Code section 41780, subdivision (a) (added by AB 939, the "Integrated Waste Management Act of 1989," codified at California Public Resources Code section 40000 and following, and referred to herein as "AB 939") requires each city and county in the State to prepare and implement jurisdiction-specific plans to divert twenty-five percent (25%) of solid waste generated by 1995 and fifty percent (50%) by 2000;

WHEREAS, pursuant to California Public Resources Code section 41781.01, subdivision (a), the State of California has established a goal of 75% source reduction, recycling, and composting by 2020;

WHEREAS, required programs that include Source Reduction, Recycling, Composting, Hazardous Waste Management and Public Education are best coordinated on a regional basis;

WHEREAS, new State laws, including Health and Safety Code section 39730.6 and Public Resources Code, Division 30, Part 3, Chapter 13.1, commencing with Section 42652 (Senate Bill 1383, Lara, Chapter 395, Statutes of 2016), are currently being promulgated and will increase the need for regional programs to reduce methane generation by diverting 50% of organics from landfill by 2020 and 75% by 2025;

1 WHEREAS, COUNTY and CITIES may join together to prepare and implement
2 required waste management and other related plans and programs;

3 WHEREAS, the COUNTY and the CITIES are hereinafter referenced as the
4 "Jurisdictions" when referred to collectively, and as "Jurisdiction" when referenced
5 generally in singular terms;

6 WHEREAS, the Jurisdictions entered into a PREDECESSOR MOU, starting on
7 April 27, 1993, which was superseded by another PREDECESSOR MOU on June 8,
8 2004, and again superseded by another PREDECESSOR MOU on January 6,
9 2009, for the purpose of joining together to prepare, update and implement waste
10 management plans and programs;

11 WHEREAS, California Law authorizes the local governments and public entities
12 to pay for waste management plans, programs, preparation and implementation through
13 a solid waste surcharge;

14 WHEREAS, the Jurisdictions have designated the COUNTY as the lead agency
15 (Lead Agency) to implement and operate waste management programs/services that
16 are best accomplished on a regional basis;

17 WHEREAS, the Jurisdictions previously determined that a mechanism is needed
18 to enhance their ability to communicate and collaborate on MOU-related issues, and
19 that the appropriate mechanism to serve those purposes is the MOU Committee
20 (Committee), which consists of Delegates from each Jurisdiction agreeing to this MOU;

21 WHEREAS, California Law requires the creation of an Local Task Force (LTF) to
22 review local and regional plans;

23 WHEREAS the Jurisdictions approved the restructuring of the LTF, based on
24 adopted resolutions demonstrating the concurrence of a majority of the cities which
25 contain a majority of the population of the incorporated areas of the County, in
26 accordance with the provisions of Public Resources Code Section 40950 (b) and
27 designated the Committee to serve in the capacity and perform the functions of the LTF;

28 ///

1 WHEREAS, the Committee formed a separate Subcommittee (LTF
2 Subcommittee) to perform the LTF functions, as defined in Section IX of this MOU,
3 including developing its own separate set of guidelines and rules to govern itself and
4 conduct business in order to facilitate the development of waste management related
5 plans and programs;

6 WHEREAS, the Committee shall continue to provide the Lead Agency with input
7 and direction from the Jurisdiction on MOU-related programming and budget
8 allocations, as more thoroughly provided hereinbelow.

9 NOW, THEREFORE, it is agreed by the Parties hereto as follows:

10 I. PURPOSE AND STRUCTURE OF THE MOU:

11 A. The Lead Agency shall be responsible for the coordination and
12 implementation of countywide programs/services covered under the MOU.

13 B. The Jurisdictions, through their appointed Delegates, are responsible for
14 identifying the programs to be provided under the MOU and for assisting the Lead
15 Agency with the development and implementation of the programs identified. Basic
16 responsibilities of each Jurisdiction shall include, but not be limited to, attendance of its
17 Delegate at Committee meetings and MOU-related workshops, providing local data
18 and/or contact information, providing input and direction on MOU programming and
19 budget proposals, reviewing proposals and reports, referring interested persons residing
20 within its territorial boundaries to MOU programs, referencing MOU programs in that
21 Jurisdiction's promotional materials and other documents as appropriate, and providing
22 meeting/staging sites within its respective Jurisdiction located within its territorial
23 boundaries as needed. It is anticipated that any additional/specific responsibilities of
24 the Jurisdictions shall be defined in the most current Annual Work Plan (see Section III).

25 C. The Jurisdictions previously determined that successful implementation of
26 AB 939 and waste management plans and programs requires a mechanism to enhance
27 communication and collaboration on MOU-related issues among the
28 Jurisdictions located in Fresno County, and it is agreed that the Committee is the

1 appropriate mechanism to serve this purpose under the provisions of this MOU.

2 D. The duties and responsibilities of the Committee shall include, but not be
3 limited to:

4 1. Serving as the primary forum for discussion of AB 939 compliance-
5 related issues. This provision does not preclude any Jurisdiction from implementing its
6 own local program(s) and/or from participating in, or establishing any additional entities
7 for addressing its own local AB 939 compliance issues.

8 2. Working with the Lead Agency to identify the regional AB 939-
9 related programs/services to be provided under the MOU.

10 3. Endorsing and monitoring implementation, by the Lead Agency, of
11 those MOU-related programming and budget allocations specifically authorized under
12 the MOU, by approval of the Annual Work Plan by a majority of Delegates.

13 E. The Committee shall consist of one Delegate from each Jurisdiction. The
14 following provisions are not intended to prevent or discourage any interested party from
15 attending or appropriately participating in a Committee meeting:

16 1. A CITY's Delegate shall be designated by, and serve at the
17 pleasure of, the CITY Manager or other similar appropriate authority in that
18 Jurisdiction. The COUNTY's Delegate shall be designated by, and serve at the pleasure
19 of, the Resources Division Manager or other similar appropriate authority in the
20 COUNTY.

21 2. The designated Delegate of each Jurisdiction will have voting
22 rights. A Delegate shall be a representative of their respective Jurisdiction, empowered
23 to represent that Jurisdiction's position and to cast that Jurisdiction's vote, on items that
24 come before the Committee. A Jurisdiction's CITY Manager or other similar appropriate
25 authority in that Jurisdiction, or the COUNTY's Resources Division Manager or other
26 similar appropriate authority in the COUNTY, may designate an Alternate Delegate with
27 knowledge of the respective Jurisdiction's solid waste system and/or planning programs
28 and the Alternate Delegate may cast proxy votes on Committee votes. For any votes

1 related to expenditures or finances, the Alternate Delegate must get prior or subsequent
2 written approval from the Delegate, and provide that approval to the Lead Agency within
3 30 days of the respective vote. Nothing in this paragraph or MOU shall be interpreted,
4 or in any way construed, as preventing or prohibiting a Jurisdiction from selecting a
5 Delegate and/or Alternate Delegate that is not employed by the respective Jurisdiction.
6 For example, a Jurisdiction, following the designation requirements of this MOU, may
7 designate a waste hauler to serve as their Delegate and/or Alternate Delegate.

8 3. It is understood and acknowledged that Delegates and Alternate
9 Delegates will represent the interests of their respective Jurisdiction and provide
10 the collective input the Committee needs to provide the Lead Agency with appropriate
11 advisory direction to facilitate its efforts, consistent with the limited purposes set forth
12 herein.

13 4. Once the presence of a Quorum (as defined in Section I.E.4.(a)) is
14 established, a simple majority of the number of Delegates who are either physically
15 present at said meeting or represented by a proxy vote, is required to approve and
16 authorize actions taken by the Committee, unless the Committee by such a majority vote
17 previously has adopted a policy or procedure establishing some other standard.

18 a. A Quorum, which is required to transact business on behalf
19 of the Committee, is established by the presence of a majority of the Delegates or
20 Alternate Delegates, i.e. nine (9) total Delegates, duly assembled or represented by a
21 proxy vote.

22 b. A Delegate unable to attend a meeting may authorize, in
23 writing or by e-mail/fax, a representative to attend the meeting and vote in his/her
24 place. A Delegate's representative shall notify the Chairperson of said authorization prior
25 to the quorum count.

26 5. The Chairperson may, at his/her discretion, or when requested by a
27 least two (2) Delegates, request that a particular vote be by mail, fax and/or e-mail, when
28 special conditions or unusual time constraints preclude voting on an issue at a

1 Committee meeting. Delivery of the request will be pursuant to the notice provisions in
2 Section XII.///

3 For this vote to be a valid, all three (3) of the following conditions must be
4 met:

5 a. The ballot must be received by all of the Delegates in a timely
6 manner.

7 b. To be counted, the ballots must be returned to the Chairperson
8 by the deadline cited in the request.

9 c. A majority of the total Delegates, in attendance for that vote,
10 must return their ballots to approve Committee related business.

11 F. Committeemeetings:

12 1. There will be a Chairperson and a Vice-Chairperson. The current
13 Chairperson and Vice-Chairperson, as of the date that this MOU is first executed, shall
14 remain in their respective positions until the beginning of the first new fiscal year after
15 this MOU is executed. At the first meeting of every new fiscal year, the Chairperson will
16 step down, the Vice-Chairperson will become the next Chairperson and a new Vice-
17 Chairperson will take the Vice-Chairperson position. The terms for the Chairperson and
18 Vice-Chairperson will be one (1)-year, ending at the first meeting of each fiscal year, at
19 which time the then Chairperson will step down, be replaced by the then Vice-
20 Chairperson, and the next Vice-Chairperson will be named. This process will continue
21 until all Jurisdictions have had an opportunity for a Delegate to serve as a Chairperson,
22 and then the process will repeat itself. No Jurisdiction shall hold a position as
23 Chairperson twice until all Jurisdictions have had an opportunity to serve as a
24 Chairperson. Vice-Chairpersons will not be voted into place, and instead will be the
25 Delegate of the successive Jurisdiction, as determined by following order: 1) CLOVIS;
26 2) COALINGA; 3) FIREBAUGH; 4) FOWLER; 5) FRESNO (City); 6) FRESNO (County);
27 7) HURON; 8) KERMAN; 9) KINGSBURG; 10) MENDOTA; 11) ORANGE COVE; 12)
28 PARLIER; 13) REEDLEY; 14) SAN JOAQUIN; 15) SANGER; and 16) SELMA. Any

1 Jurisdiction may elect to forgo serving as a Vice-Chairperson or Chairperson, but doing
2 so waives the respective Jurisdiction's right to serve until that Jurisdiction's next
3 turn. The Chairperson and Vice-Chairperson shall have all of the standard powers and
4 duties that are normally vested in the office of a committee chairperson relating to the
5 scheduling and conduct of the Committee's meetings.

6 2. It is the intent of the parties hereto that at least four (4)
7 Committeemeetings shall be scheduled each fiscal year. One (1) Committee meeting
8 shall be designated as the Annual Meeting. The Annual Meeting shall be appropriately
9 scheduled to allow for the adoption of an Annual Work Plan (AWP) for the following
10 fiscal year and for the review/update of all activities performed under this MOU since the
11 previous Annual Meeting. The Chairperson or Vice-Chairperson, in consultation with
12 the Delegates, shall convene additional meeting(s) of the Committeewhenever there is
13 sufficient business to conduct.

14 3. Working closely with the Chairperson or Vice-Chairperson, the
15 Lead Agency shall be responsible for making Committeemeeting arrangements (e.g.,
16 noticing, siting, taking attendance), assisting with the preparation of the agenda, and
17 taking minutes at Committeemeetings.

18 4. Any Delegate may call for a vote, via a request delivered pursuant
19 to the notice provisions in Section XII, of the Committeeon whether to schedule an
20 additional Committee meeting or to place an item on the agenda. If there is no meeting
21 ongoing at the time of the request, and if no meeting is scheduled within 30 days of the
22 request, the Delegate may agree to wait until the next scheduled meeting, or may
23 require the Chairperson or Vice-Chairperson to put the question to the Delegates by
24 mail or fax (proxy vote) within ten (10) working days of the request.

25 G. Modification or Amendment of Committeepolicy and procedures:

26 1. The Committee may choose to: a) adopt additional, or modify
27 existing, Committeepolicies and procedures; and/or b) formalize the duties and the
28 responsibilities of the Committee's members beyond those described in this MOU,

1 consistent with the scope of Committee's functions and its advisory role.

2 ///

3 2. Any proposed change(s) to any provision of Section I, Subsections
4 A through H, relating to the R List, the AWP and the Committee Policies and
5 Procedures, must be noticed, pursuant to Section XII, thirty (30) days in advance. The
6 notice must include a proxy ballot form and a message indicating the date, time and
7 location of the meeting at which the proposed change(s) will be discussed and voted
8 upon.

9 H. The Lead Agency agrees that, at the request of the Committee, it will take
10 the lead in making arrangements, for such additional MOU-related programming and
11 budget proposals as are not specifically authorized under this MOU, to be brought
12 before the legally constituted governing bodies of each of the respective Jurisdictions
13 for their appropriate consideration.

14 II. REPORTING ON AB 939 PROGRAMMING AND RELATED WASTE
15 MANAGEMENT.

16 The Lead Agency will provide to the Delegates, at the initial meeting of the
17 Committee during each fiscal year throughout the term of this MOU, the AB 939 MOU
18 Report List ("R List") for that fiscal year.

19 A. The R List, as updated and revised from time to time, but at least once
20 every Fiscal Year, shall: (1) describe briefly the contents of each report to be provided
21 to the Committee Delegates; (2) indicate who is responsible for collecting the data and
22 preparing the report (Reporter); and (3) indicate the frequency with which the report is to
23 be submitted to the Delegates. Each report shall be provided by the due date
24 established in the R List. The Reporter may request, and the Committee Chairperson
25 or Vice-Chairperson may grant, additional time to complete a given report when
26 additional time is deemed appropriate.

27 B. At least once during each Fiscal Year, 1) the Lead Agency will review and,
28 when appropriate, recommend to the Committee, changes to the R List; and 2) the

1 Committee shall act upon that recommendation, voting to request that the Lead Agency
2 revise the current R List as the Committee deems appropriate. When adopted by the
3 Committee, the most recently amended R List shall supersede the previous R List.

4 C. The Lead Agency, in accordance with Section III below, shall prepare an
5 Annual Work Plan (AWP). The AWP shall define:(1) the programs and services to be
6 provided and funded under this MOU; and (2) the responsibilities of the Jurisdictions
7 related to implementation of the AWP.

8 III. AB 939 ANNUAL WORK PLAN:

9 A. The AWP, as periodically updated and revised, defines the programs and
10 services to be provided under this MOU. At a minimum, the AWP shall include a
11 description of: (1) the programs to be provided and funded under the MOU; (2)
12 eachJurisdiction's responsibilities under the AWP; and (3) a proposed budget indicating
13 all projected revenues and AWP projected expenditures.

14 B. The AWP shall be prepared, revised or updated no less than once every
15 fiscal year. The Lead Agency shall prepare the AWP, and any updates or revisions
16 thereof, at the request of and in consultation with the Committee. By a simple majority
17 vote of theDelegates, a new, updated or revised AWP shall supersede the previous
18 AWP.

19 C. The budget in the AWP shall include a proposed allocation of funds for the
20 development and/or operation of required and desired facilities, plans and programs.
21 Funds allocated to facilities, plans and programs,which are not needed to cover current
22 year expenditures, may be accumulated as Reserves.

23 IV. SOURCE AND USE OF FUNDS:

24 A. The Jurisdictions agree that the appropriate mechanism for financing the
25 programs and services defined in the AWP is through a surcharge on each ton of
26 landfilled solid waste generated in Fresno County, hereinafter identified as the "AB 939
27 Surcharge". This provision does not preclude the use of funds from other sources, such
28 as a grant or program service fees (e.g., solar panel drop-off fees), if such alternative

1 funding:(1) does not increase the financial obligation of the Jurisdictions under this
2 MOU; and (2) is approved by a majority vote of the Delegates.

3 B. It is hereby agreed by all of the Jurisdictions that the AB 939 Surcharge
4 shall remain in place throughout the Term, as defined in Section VI, of this MOU, or until
5 such time as the amount of the AB 939 Surcharge changes pursuant to Section V.B,
6 Section V.C, and/or the MOU is superseded/terminated as set forth in Section VII.

7 C. AB 939 Surcharge revenues shall be used solely for the activities outlined
8 in this MOU, the AWP, and any subsequent revisions of the AWP and/or amendments
9 of the MOU.

10 D. It is anticipated that the COUNTY, as the Lead Agency for development
11 and implementation of regional AB 939-related programs and services, shall be
12 the primary provider of programs and services defined in the AWP, with the exception of
13 those programs and services provided by contractors and/or vendors.

14 1. All costs incurred by the COUNTY in meeting its responsibilities as
15 defined in the most current AWP, including MOU-related COUNTY expenditures for
16 labor, overhead, contractors and/or vendors, shall be fully reimbursed to the COUNTY
17 from the AB 939 Surcharge, so long as said reimbursements do not exceed the dollar
18 amounts allocated in the current AWP, as approved by the Delegates of the Committee
19 pursuant to Section III.

20 2. The Lead Agency shall have the authority to make routine program-
21 related expenditures (e.g., salaries, advertising, printing, premiums, overhead), without
22 specific prior approval of the Committee, so long as said expenditures are: (a)
23 consistent with the expenditure categories and dollar amounts established in the current
24 AWP; and (b) do not require the COUNTY to enter into a contract requiring approval by
25 the Fresno County Board of Supervisors (Board). Details of such routine expenditures
26 shall be reported to the Committee on a quarterly basis as determined by the Lead
27 Agency or its designee.

28 3. Under no circumstances shall the total of actual program-related

1 expenditures exceed the total expenditures authorized in the AWP. This provision does
2 not prohibit expending more than the amount budgeted for a specific line item, if said
3 additional expenditure is fully offset by a reduced expenditure(s) in one or more other
4 line items. In the event of unanticipated revenue (e.g., grant award(s) or actual
5 surcharge revenues in excess of the amount projected), the Lead Agency may propose
6 and request the Committee, through its Delegates, to approve an amendment to the
7 budget in the current AWP and if required, to request the COUNTY's Board to amend
8 any associated COUNTY budget line items.

9 E. Any MOU-related agreement between the COUNTY and an outside
10 contractor or vendor shall not be submitted to the COUNTY's Board for approval without
11 first having been authorized, in accordance with the provisions hereof, by means of a
12 majority vote of the Delegates.

13 F. The COUNTY shall provide the opportunity for members of the Committee
14 to participate in any Request for Proposal/contract development process related to the
15 MOU.

16 G. Unless specifically budgeted for in the AWP, expenditures incurred by
17 non-COUNTY Jurisdictions while participating in the regional programs/services under
18 this MOU, shall not be reimbursed with AB 939 Surcharge revenues.

19 H. Collection of AB 939 Surcharge Revenues

20 1. Each Jurisdiction in Fresno County that provides, allows, permits
21 and/or contracts for the collection of solid waste and recyclables (Material) generated
22 within its territorial or jurisdictional boundaries, hereby agrees in good faith to use its
23 best efforts to include in any future instrument authorizing, permitting and/or contracting
24 for such service, provisions requiring said service provider(s) (hereinafter to be known
25 as "Jurisdiction's Hauler") to do all of the following:

26 a. Collect and submit monthly data to the COUNTY indicating
27 the type of Material collected and the origin, amount and destination (initial and final) of
28 all said Material that the Jurisdiction's Hauler collected and managed during each

1 month. The Jurisdiction shall require that the Jurisdiction's Hauler use the Haulers' Report form provided by the COUNTY, that said report provide all the data requested by the COUNTY and that said report be submitted to the COUNTY in a timely manner and at the intervals specified by the COUNTY. (It is anticipated that the COUNTY shall request that the Jurisdiction's Hauler submit the Hauler's Report on a quarterly basis.)

6 b. The Jurisdiction's Hauler must indicate in the Haulers' Report if the initial destination of that Jurisdiction's Material is a landfill (at which the entire load will be buried) or an intermediary facility (e.g., a transfer station, materials recovery facility, recycling facility, or a facility that manages green waste or biomass, construction and demolition debris or a landfill that provides one or more of these services) that will ultimately landfill only a portion of that Jurisdiction's Material.

13 c. Calculate the total dollar amount of the AB 939 Surcharge on every ton of Material generated within the territorial or jurisdictional boundaries of said Jurisdiction, and that the Hauler's Report indicates was landfilled, both within and outside of Fresno County. The tonnage on which the AB 939 Surcharge is calculated shall equal the number of tons that the Jurisdiction's Hauler reports, or causes to be reported, to the Department of Resources Recycling and Recovery (CalRecycle), as having been generated within, and subsequently landfilled by or on behalf of, said Jurisdiction.

22 d. Upon request, provide the COUNTY with documentation from the final destination(s) to which the Jurisdiction's Material was taken, indicating the final disposition of that Material.

25 2. The method by which the Jurisdiction's Hauler shall agree to pay to the COUNTY the AB 939 Surcharge (as calculated in accordance with the immediately preceding Section IV Subsection H, Items 1a through c) shall depend upon the initial destination of the Material.

1 a. If the initial destination of the Material collected by the
2 Jurisdiction's Hauler is a County-operated landfill, the Jurisdiction's Hauler is not
3 required to remit the AB 939 Surcharge to the COUNTY. As a component of the landfill
4 tipping fee, the AB 939 Surcharge shall automatically be collected from all Jurisdictions'
5 Haulers entering a COUNTY-operated landfill to dispose of Material. The funds so
6 collected shall be deposited in the Solid Waste Surcharge Trust Fund.

7
8 b. If the initial destination of the Material collected by the
9 Jurisdiction's Hauler is the Clovis Landfill, the Jurisdiction's Hauler is not required to
10 remit the AB 939 Surcharge to the COUNTY. The City of Clovis hereby acknowledges
11 and agrees that it will continue to collect and remit to the COUNTY, in accordance with
12 Fresno County Ordinance Code Section 8.20.070.A, the equivalent dollar amount of the
13 AB 939 Surcharge Fee for every ton of Material generated in Fresno County that is
14 landfilled at the Clovis Landfill during the applicable time frame.

15 c. If the initial destination of the Material is not a COUNTY-
16 operated landfill or the Clovis Landfill, the Jurisdiction's Hauler shall be required to
17 remit, directly to the COUNTY, the dollar equivalent of the AB 939 Surcharge on every
18 ton of the Material that the Jurisdiction's Hauler takes to said facility, except as provided
19 for in Section IV, Subsection H, Item 2d (below).

20
21 d. The amount of the AB 939 Surcharge payment to be
22 remitted to the COUNTY may be adjusted downward by the COUNTY, based on actual
23 tonnage landfilled, if the Jurisdiction's Hauler chooses to, and is able to, meet all of the
24 following conditions:

25 (i) Provide documentation of the number of tons of the
26 Material that will/have been buried in any landfill (whether located inside or outside of
27 Fresno County) that is not operated by Fresno County or the City of Clovis; and
28

1 (ii) Provide documentation of the number of tons of the
2 Material that will/have been buried in a landfill that is operated by Fresno County or the
3 City of Clovis; and

4 (iii) Provide documentation of the number of tons of the
5 Material that will not/have not been landfilled (e.g., recycled, composted); and

6 (iv) Remit directly to the COUNTY the dollar equivalent of
7 the AB 939 Surcharge for every ton of that Material documented in Section IV, Section
8 H, Item (2)(d)(i) above.

9
10 3. Unless there are already equivalent provisions in place, each
11 of the Jurisdictions hereby agrees in good faith to use its best efforts to include provisions
12 equivalent to those indicated in Section IV, Subsection H, Item 1 and Item 2, in
13 any future instruments authorizing, permitting and/or contracting for such service entered
14 into (or the term of which is extended by amendment) by any Jurisdiction subsequent to
15 the date of such Jurisdiction's execution of this MOU.

16 4. It is hereby understood, agreed, promised, by all
17 Jurisdictions, that the AB 939 Surcharges are necessary to provide the services under
18 the MOU, and that Lead Agency may, in its discretion, suspend or terminate the
19 provision of any services provided under this MOU to any Jurisdiction that fails to
20 ensure that payment of that Jurisdiction's AB 939 Surcharges are remitted or otherwise
21 recovered, in accordance with this MOU.

22
23 V. AMOUNT OF AB 939 SURCHARGE

24 A. History of Fresno County's Solid Waste Management Fee, i.e. the "AB 939
25 SURCHARGE."

26 1. On May 19, 1987, the Fresno County Board of Supervisors passed a
27 Resolution, which amended the Master Schedule of Fees, Charges
28 and Costs Recovery, adding section 2806, of Section 2800, and
adopted a \$.50, per ton, Waste Management Surcharge.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

2. On December 11, 1990, the Fresno County Board of Supervisors amended the Master Schedule of Fees, Charges and Costs Recovery, increasing the County Solid Waste Management Fee by \$.65 per ton, to require a \$1.15 County Solid Waste Management Fee.
3. On January 5, 1993, The Fresno County Board of Supervisors amended the Master Schedule of Fees, Charges and Costs Recovery, increasing the County Solid Waste Management Fee by \$.51 per ton, to require a \$1.66 County Solid Waste Management Fee.
4. On January 13, 2009, the Fresno County Board of Supervisors amended the Master Schedule of Fees, Charges and Recovered Costs for Fresno County, putting in place a method whereby the County Solid Waste Management Fee would be increased by \$.35 every year for five years.
5. As a result of the foregoing actions, amendments, resolutions, and other Board actions, the current Solid Waste Management Fee is \$3.41per-ton.

In order to operate the MOU mandated facilities, programs and services, connected with the activities outlined in this MOU, the Board will maintain the Fresno County Solid Waste Management Fee(AB 939 Surcharge) of three-dollars and forty-one-cents (\$3.41) per-ton of landfilled solid waste generated in Fresno County, as included in the American Avenue Landfill tipping fees.

B. Amendment Process

1. Should the Committee vote to initiate an amendment, suspension, revision, change, or other modification, of the AB 939 Surcharge, or should an amendment, suspension, revision, change, or other modification of the AB 939 be necessitated by Section V.C of this MOU, the Committee will initiate the Amendment Process.

1 2. In consultation with the Committee, the Lead Agency shall prepare,
2 and provide to each of the other Jurisdictions a draft resolution and/or ordinance relating
3 to the desired AB 939 Surcharge amendment, suspension, revision, change, or other
4 modification. The draft resolution and/or ordinance shall indicate a Target Date and a
5 Target Period for implementation. While it is anticipated that the dollar amount of the
6 AB 939 Surcharge will be maintained at the level indicated in Section V of this MOU, the
7 Lead Agency may recommend and the Delegates of the Committee may authorize, at
8 the time the Lead Agency prepares the draft resolution and/or ordinance, recommended
9 changes in the timing and/or the dollar amount of the AB 939 Surcharge.

10 3. Based upon the parameters indicated in the draft resolution and/or
11 ordinance, each of the Jurisdictions shall be requested by the Lead Agency to prepare,
12 execute and provide an appropriate resolution, executed by its respective governing
13 body, requesting that the COUNTY's Board adopt any proposed changes to the AB 939
14 Surcharge.

15 4. If and when all Jurisdictions' respective Boards (with the exception
16 of COUNTY's Board) or Councils adopt resolutions proposing changes to the AB 939
17 Surcharge, the Lead Agency shall prepare an agenda item and appropriate
18 resolution(s) and/or ordinance requesting that the COUNTY's Board approve and
19 implement the proposed amendment, suspension, revision, change, or other
20 modification, to the AB 939 Surcharge by adoption of the COUNTY's resolutions and/or
21 ordinance.

22 5. Unless and until such time as the AB 939 Surcharge has been
23 amended, the AB 939 Surcharge shall remain at the current \$3.41 per-ton of landfilled
24 solid waste generated in Fresno County.

25 6. In the event that the amount of the AB 939 Surcharge is amended,
26 suspended, revised, changed, or modified by action of the Fresno County Board of
27 Supervisors, the new total amount of the AB 939 Surcharge will be deemed to replace
28

1 all referenceto the \$3.41 AB 939 Surcharge in this MOU, without the need for any
2 formal amendment hereto.

3 7. The Jurisdictions hereby acknowledge their understanding that in
4 the event that the amount of the AB 939 Surcharge is ever decreased, suspended, or in
5 any way reduced below its current amount, that any attempt to later increase,
6 reinstitute, or otherwise revoke the decrease, suspension or reduction thereof, will
7 require further Board action.

8 ///

9 ///

10 C. Solid Waste Surcharge Trust Fund Account Cap.

11 It is the intention of the Jurisdictions that the combinedsum of the component
12 portions of the Solid Waste Surcharge Trust Fund Account for (1) the Household
13 Hazardous Waste Facility Fee (\$1.75/ton) and (2) the State-Mandated AB 939
14 Integrated Waste Management Plan Fee (\$0.65/ton) shallnot exceed\$11.5 millionprior
15 to the siting, building, and full operation of a new Household Hazardous Waste facility in
16 Fresno County. Accordingly, in the event that the combined sum of the component
17 portions of the Solid Waste Surcharge Trust Fund Account for (1) the Household
18 Hazardous Waste Facility Fee (\$1.75/ton) and (2) the State-Mandated AB 939
19 Integrated Waste Management Plan Fee (\$0.65/ton) reaches atotal in excess of\$11.5
20 millionprior to the siting, building, and full operation of a new Household Hazardous
21 Waste facility in Fresno County, the following will occur:

- 22 1. Using and following the Amendment Process in Section V.B, the Lead
23 Agency will draft any necessary resolution and/or ordinance, to present
24 to the Fresno County Board of Supervisors, for purposes of amending,
25 suspending, revising, changing, or modifying, the component portions
26 of the AB 939 Surcharge for (1) the Household Hazardous Waste
27 Facility Fee (\$1.75/ton) and (2) the State-Mandated AB 939 Integrated
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Waste Management Plan Fee (\$0.65/ton), so as to result in the foregoing component portions being reduced to \$0.00/ton.

2. If Section V.C.1 is ever successfully implemented, and results in any reduction in the total AB 939 Surcharge, the Jurisdictions agree, promise, and covenant, that in the event that the sum total of the Solid Waste Surcharge Trust Fund drops below \$6.0 million, that the Lead Agency, using and following the Amendment Process in Section V.B, will draft any necessary resolution and/or ordinance to present to the Fresno County Board of Supervisors to increase the component portions of AB 939 Surcharge for (1) the Household Hazardous Waste Facility Fee and (2) the State-Mandated AB 939 Integrated Waste Management Plan Fee.
3. If after implementing and accomplishing an Amendment Process that is compelled by Section V.C.1, the Solid Waste Surcharge Trust Fund drops below \$6.0 million, then the obligations discussed in Section V.C.1 will not be mandated again until the Solid Waste Surcharge Trust Fund Account totals more than \$11.5 million.
4. Under no circumstances, shall anything in this Section V.C, compel the Jurisdictions to amend, suspend, revise, change, or modify, the component portions of the AB 939 Surcharge (for the Department of Health Service Fee and the Solid Waste Management Fee), which total \$1.01 per ton.
5. If at any time after the execution of this MOU and before its termination thereof, a new Household Hazardous Waste facility is sited, built, and fully operational, within Fresno County, Section V.C.1 will be rendered permanently inapplicable.

D. Audits of the Solid Waste Surcharge Trust Fund Account

1 All programs, revenues, and reserves associated with the AB 939 Surcharge will
2 undergo an audit no less than once every five (5) years of the Term of the MOU,
3 calculated from the date this MOU is fully executed, including the five(5) year extension,
4 if applicable. The audit will be completed by a third party consultant hired by Fresno
5 County and billed to the AB939 Solid Waste Surcharge Trust Fund Account. Results of
6 the audit will be shared with the Jurisdictions within thirty (30) days of the Lead Agency's
7 receipt of the final and complete audit.

8 E. Annual Review of Solid Waste Surcharge Trust Fund Account

9 The Committee will conduct an annual review of the amounts in the Solid Waste
10 Surcharge Trust Fund Account during the last Committee meeting of every fiscal year.
11 Thirty (30) days prior to the review, the Lead Agency will provide the Committee
12 Members with all data and information related to the current state of the Solid Waste
13 Surcharge Trust Fund Account.

14 VI. TERM:

15 A. The initial term of this MOU shall be for ten (10) years commencing on the
16 date first indicated above, that this MOU is executed by the Board and shall be
17 automatically renewed for one (1) additional five (5)-year period, unless a majority of the
18 Jurisdictions hereto vote not to exercise the option for renewal as set forth in Section VI,
19 Subsection B (Renewal Option).

20 B. Renewal Option

21 1. Each of the CITIES' governing bodies hereby authorizes its
22 respective CITY manager or equivalent officer, or respective CITY manager's or
23 equivalent officer's designee, and the COUNTY hereby authorizes the Director of the
24 Public Works and Planning Department or their designee, upon receipt of a Renewal
25 Option Ballot, delivered pursuant to the notice provisions in Section XII, as the
26 respective authorized agents of each such Jurisdiction, to complete and to submit said
27 ballots on behalf of their respective CITIES and COUNTY, voting to either approve or
28 reject the Renewal Option.

1 2. Renewal Option Ballots may be submitted by mail, fax or in person,
2 but must be received by the Chairperson before the Renewal Option meeting is called
3 to order. At that special meeting, the Chairperson shall count the valid Renewal Option
4 Ballots submitted. To be valid, a Renewal Option Ballot must have been signed by that
5 governing body's authorized agent, as specified in the immediately preceding Section
6 VI.B.1, and be received before the submittal deadline. If a simple majority of the valid
7 Renewal Option Ballots received by the Chairperson is in support of the Renewal
8 Option, this MOU shall automatically be extended an additional five (5)-year period as
9 provided in Section VI, Subsection A.

10 3. Notice of the results of the Renewal Option Ballots shall be in
11 accordance with Section XII.

12 4. If the majority of the Renewal Option Ballots cast are not in support
13 of the Renewal Option, the MOU shall automatically expire at the end of the initial
14 ten(10) -year period. At such time, it will be each Jurisdictions' responsibility, according
15 to California Code, to comply with the laws, rules, regulations, and requirements of the
16 laws related to waste management, and to provide waste management plans and
17 services, including amending state plans, and administering plans that would otherwise
18 be handled by this Committee.

19 VII. TERMINATION:

20 A. Options for Changing the Term

21 The term of the MOU may be changed using one of the following options:

22 1. All Jurisdictions pass resolutions authorizing an amendment to the
23 MOU to increase, reduce or end the Term authorized in Section VI, Subsection A
24 (above); or

25 2. All Jurisdictions pass resolutions authorizing a subsequent
26 successor MOU, in which case this MOU would expire on the date that such
27 subsequent successor MOU becomes effective.

28

1 B. Disbursement of Cash Balance in the Solid Waste Surcharge Trust Fund
2 Account (Trust Fund)

3 Should the Jurisdictions choose not to renew, extend or amend the term of this
4 MOU, and no Successor MOU has been approved or is approved six (6) months after
5 this MOU expires, then the Lead Agency shall calculate and disburse the cash balance in
6 the Solid Waste Surcharge Trust Fund (AB 939 Surcharge) Account. For purposes of
7 this Section VII.B, the only amounts that may be disbursed out of the Trust Fund, will be
8 amounts paid into the Trust Fund as a result of (1) the Household Hazardous Waste
9 Facility Fee and (2) the State-Mandated AB 939 Integrated Waste Management Plan
10 Fee (at the time of this MOU's execution, these component portions of the AB 939
11 consisted of \$2.40 out of every \$3.41 AB 939 Surcharge Fee). Unless the Jurisdictions
12 unanimously pass a resolution within thirty (30) days before the MOU's termination
13 date, defining and implementing an alternative method for calculating and distributing
14 the cash balance in the AB 939 Surcharge Account (Option Two), the Lead Agency
15 shall proceed in accordance with Option One:

16 1. Option One: Proportional Disbursement.

17 For Option One, the following, in the order listed, will occur:

- 18 a. Lead Agency will make an accounting of the Trust Fund,
19 including a determination regarding the total disburseable amount
20 in the Trust Fund, as well as any outstanding debts or other
21 monetary obligations, and determine the total amount that may
22 be disbursed. Lead Agency will set aside sufficient money to
23 satisfy any and all debts and obligations and then calculate the
24 then remaining total disburseable amount in the Trust Fund. This
25 remaining total will be the amount that will be disbursed
26 pursuant to this Option One.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- b. Lead Agency will take the total disburseable amount and divide it into two equal halves. Each half will be disbursed as delineated below.
- c. Lead Agency will send a request, delivered pursuant to the notice provisions in Section XII, for documentation and proof to each Jurisdiction. This Request shall request proof of all amounts each such Jurisdiction paid into the Trust Fund during the ten (10) years preceding the request for documentation, as well as information regarding the Jurisdiction's respective population at the time of the request.
- d. Within thirty (30) days of the Lead Agency's request, all Jurisdictions wishing to seek a portion of any disbursement will provide Lead Agency with documentation proving all amounts the respective Jurisdictions paid into the Trust Fund during the preceding ten (10) years, as well as their populations at the time of the request. It is and will be each Jurisdictions' responsibility to prove the foregoing.
- e. No sooner than sixty (60) days after the provision and receipt of all information requested in Section VII.B.1.d, Lead Agency will total all amounts proved by each Jurisdiction into one lump sum.
- f. The first half of the total disburseable amount will be divided amongst the entitled Jurisdictions based upon the amounts each respective Jurisdiction paid into the Trust Fund over the preceding ten (10) years. For each Jurisdiction entitled to a disbursement, Lead Agency will compare the amount the respective Jurisdiction paid into the Trust Fund over the ten (10) year period, with the total amount paid by all entitled Jurisdictions over the ten (10) period, by dividing the amount the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Jurisdiction paid by the total amount paid by all entitled Jurisdictions. The first half of the total disburseable amount in the Trust Fund will be multiplied by the resulting number. The calculated amount will equal the first portion of the respective Jurisdiction's entitlement to disbursement.

g. After calculating the foregoing amounts, the second half of the disburseable amount in the Trust Fund will be divided amongst the Jurisdictions entitled to a disbursement by multiplying the ratio of each such Jurisdiction's population compared to the total population provided by all entitled Jurisdictions by the second half of the disburseable amount. The resulting numbers will equal the second portion of the respective Jurisdiction's disbursement. For example, if there is \$100,000.00 in the second half of the disburseable amount, and a Jurisdiction's population represents five-percent (5%) of the total reported population, that Jurisdiction will be entitled to \$5,000.00.

h. Within ninety (90) days of completing the foregoing calculations, the Lead Agency will give notice, pursuant to Section XII, to all Jurisdictions regarding the foregoing requests, responses, and calculations, and the Lead Agency will disburse the amounts owing to each Jurisdiction.

i. Any Jurisdiction that fails to provide documentation or proof of amounts paid, including those that provide inadequate documentation or proof of amounts paid, or proof of the population of the Jurisdiction, pursuant to this Option One, will not be entitled to any disbursement.

j. For purposes of this Option One (1), in the event that there are any Jurisdictions that are not entitled to a disbursement, as

1 delineated above, those Jurisdictions' populations will not be
2 taken into account for purposes of any of the calculations in this
3 Option One (1).

4 2. Option Two: An alternative method defined and adopted by
5 resolution by the governing bodies of all Jurisdictions no less than 30 days before the
6 MOU's termination date.

7 C. Disbursement of Assets acquired using monies from the Trust Fund will be
8 determined by way of Option Two, in Section VII.B.2.

9 VIII. AMENDMENTS

10 A. The Committee may amend any provision of this MOU. Amendments of
11 the AB 939 Surcharge are governed by Sections V.B and V.C.

12 1. With the exception of certain MOU provisions governing the
13 Committee's scope of work as expressly specified above,(i.e., those provisions related
14 to the R List, the AWP and the Committee Policies and Procedures), the approval of
15 any proposed amendment of any other provision of this MOU requires that an
16 appropriate amendment resolution and accompanying amendment to this MOU be
17 executed by the governing body of each and every one of the Jurisdictions.

18 2. Upon the request of and in consultation with the Committee, the
19 Lead Agency shall prepare for this purpose and provide,to the City Manager of each of
20 the CITIES, a draft of an appropriate amendment resolution and accompanying
21 amendment to this MOU.

22 3. Based upon the parameters indicated in the draft amendment
23 resolution, eachJurisdiction shall be asked to prepare, execute and provide the Lead
24 Agency with an executed amendment resolution and an executed counterpart original
25 signature page of the accompanying amendment to this MOU, following approval of
26 same by its respectivegoverning body.

27 4. If and when an amendmentresolution has been executed and
28 provided by all of the Jurisdictions, the Lead Agency shall prepare an agenda item and

1 appropriate resolution requesting the COUNTY's Board to execute the COUNTY's
2 amendment resolution and to execute a counterpart original signature page of the
3 requested amendment to the MOU.

4 B. The Committee may propose and execute changes or amendments to the
5 R List and/or the AWP (Section II and Section III) and/or Committee Policy and
6 Procedures (Section I), by a simple majority vote of the Delegates casting ballots, so
7 long as:

8 1. All such proposed changes/amendments to the R List, the AWP
9 and the Committee Procedures and Policies are noticed, pursuant to Section XII, to the
10 Delegates at least thirty (30)-days in advance. The notice must include a proxy ballot
11 form and a message indicating the date, time and location at which the proposed
12 change(s)/amendment(s) will be discussed and voted upon.

13 2. A majority of Delegates must participate, in person or by proxy.
14 (Any Delegate submitting a valid abstention shall be counted as a participant.) The
15 votes shall be calculated by adding the number of valid proxy ballots (received from
16 Delegates not physically present at the meeting) to the number of votes cast by those
17 Delegates in attendance at the meeting.

18 IX. PURPOSE OF THE LTF SUBCOMMITTEE

19 A. The Jurisdictions approved the restructuring of the LTF designating the
20 Committee to serve in the capacity and perform the functions of the LTF. The
21 Committee formed a separate Subcommittee (LTF Subcommittee) to perform these LTF
22 functions developing its own separate set of guidelines and rules to govern itself and
23 conduct business. The LTF Subcommittee guidelines include rules regarding the LTF
24 formation, authority of the LTF, membership, meetings, designation of officers,
25 responsibilities, voting, and other related items. The duties and responsibilities of the
26 LTF Subcommittee are defined in Public Resources Code Section 40950, subdivision
27 (c) as, "To ensure coordinated and cost-effective regional recycling system, the task
28 force shall do all of the following:

- 1 1. Identify solid waste management issues of countywide or regional
2 concern.
- 3 2. Determine the need for solid waste collection and transfer systems,
4 processing facilities, and marketing strategies that can serve more than
5 one local jurisdiction within the region.
- 6 3. Facilitate the development of multijurisdictional arrangements for
7 marketing of recyclable materials.
- 8 4. To the extent possible, facilitate resolution of conflicts and inconsistencies
9 between or among city and county source reduction and recycling
10 elements.”

11 B. As established under Public Resources Code Section 40950, subdivision
12 (d), “The task force shall develop goals, policies and procedures which are consistent
13 with guidelines and regulations adopted by the board (CalRecycle), to guide the
14 development of the siting element of the countywide integrated waste management
15 plan.”

16 C. The LTF Subcommittee meetings will only be scheduled as needed to
17 address business as required under Public Resources Code Section 40950. These
18 meetings will be scheduled and noticed, pursuant to Section XII, and held at the
19 conclusion of regular Committee meetings.

20 D. A quorum, for purposes of the LTF Subcommittee, shall be five (5)
21 Jurisdictions.

22 X. [Intentionally Omitted]

23 XI. HOLD HARMLESS:

24 A. The COUNTY hereby agrees to indemnify and hold harmless each of the
25 signatory CITIES and their respective agents and employees, from and against all loss
26 or expense (including reasonable costs and attorney’s fees) by reason of liability
27 imposed by law upon such signatory CITY for damages because of bodily injury,
28 including death at any time resulting therefrom, sustained by any person or persons or

1 on account of damage to property, including loss of use thereof, arising out of or as a
2 consequence of the performance of this work. Provided, however, that the duty
3 imposed by this Paragraph shall be binding upon the COUNTY only if, and only to the
4 extent, that such injury to persons or damage to property is due to negligence of the
5 COUNTY.

6 B. Each of the signatory CITIES hereby agrees to indemnify and hold
7 harmless the COUNTY and its agents and employees, from and against all loss or
8 expense (including reasonable costs and attorney's fees) by reason of liability imposed
9 by law upon the COUNTY for damages because of bodily injury, including death at any
10 time resulting therefrom, sustained by any person or persons or on account of damage
11 to property, including loss of use thereof, arising out of or as a consequence of the
12 performance of this work. Provided, however, that the duty imposed by this Paragraph
13 shall be binding upon a signatory CITY only if, and only to the extent, that such injury to
14 persons or damage to property is due to negligence of such signatory CITY.

15 XII. NOTICE

16 Unless it is provided otherwise, for purposes of this MOU, each Jurisdictions'
17 Delegate or the Delegate's designee shall be provided with notice for any and all matters
18 regarding or relating to this MOU, as provided in this Section.

19 The Jurisdictions' Delegates or their designees shall serve as the persons to
20 receive any and all notice, as required by this MOU, or in any way related to this MOU.
21 Each Jurisdiction, as applicable, may request that notice be sent to their Alternate
22 Delegate, if any, in addition to the notice that is sent to the Jurisdictions' Delegates.
23 Each Jurisdiction will provide contact information for their Delegates, and Alternate
24 Delegates if so desired, as follows:

- 25 1. Telephone number;
- 26 2. Email address;
- 27 3. Physical address capable of receiving all forms of mail, delivery,
28 etc.

All notices between the Jurisdictions provided for or permitted under this MOU must be in
writing and delivered either by personal service, by first-class United States mail, by an

1 overnight commercial courier service, or by e-mail transmission. A notice delivered by
2 personal service is effective upon service to the recipient. A notice delivered by first-class
3 United States mail is effective three COUNTY business days after deposit in the United
4 States mail, postage prepaid, addressed to the recipient. A notice delivered by an
5 overnight commercial courier service is effective one COUNTY business day after deposit
6 with the overnight commercial courier service, delivery fees prepaid, with delivery
7 instructions given for next day delivery, addressed to the recipient. A notice delivered by
8 e-mail is effective when transmission to the recipient is completed (but, if such
9 transmission is completed outside of COUNTY business hours, then such delivery shall be
10 deemed to be effective at the next beginning of a COUNTY business day), provided that
11 the sender maintains a read-receipt of the completed transmission. For all claims arising
12 out of or related to this MOU, nothing in this section establishes, waives, or modifies any
13 claims presentation requirements or procedures provided by law, including but not limited
14 to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning
15 with section 810).

16 XIII. SEVERABILITY:

17 Should any part of this MOU be determined to be unenforceable, invalid, or
18 beyond the authority of either party to enter into or carry out, such determination shall
19 not affect the validity of the remainder of this MOU, which shall continue in full force and
20 effect; provided that, the remainder of this MOU can, absent the excised portion, be
21 reasonably interpreted to give effect to the intentions of the parties.

22 XIV. COUNTERPARTS:

23 This MOU may be executed in any number of counterparts, each of which when
24 so executed and delivered shall be deemed to be an original, and such counterparts
25 together shall constitute one and the same instrument and agreement.

26 XV. ENTIRE AGREEMENT:

27 This MOU constitutes the entire agreement among the Jurisdictions with respect
28 to the subject matter hereof and supersedes all previous negotiations, proposals,

1 commitments, writings, advertisements, publications, and understandings of any nature
2 whatsoever unless expressly included in this MOU.

3 ///

4 ///

5 ///

6 ///

7 ///

8 ///

9 ///

10 ///

11 ///

12 ///

13 ///

14 ///

15 ///

16 ///

17 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of
18 the day and year first hereinabove written.

19

20

21

CITY OF MENDOTA

COUNTY OF FRESNO

22

23

24

Rolando Castro, Mayor
City of Mendota

25

26

Sal Quintero, Chairperson of the Board of
Supervisors of the County of Fresno

27

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ATTEST:
Matt Flood
City Clerk
City of Mendota

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

Matt Flood

By _____
Deputy

FOR ACCOUNTING USE ONLY:
ORG No.: 9015
Account No.: N/A
Requisition No.: N/A

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: KARL SCHOETTLER, CITY PLANNING CONSULTANT
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: LA COLONIA PROJECT
DATE: AUGUST 14, 2018

DISCUSSION:

The project proposes several land use actions for the 18.7 acre site, located on the south side of Bass Avenue, east of State Highway 180 (see Maps 1 and 2). These include:

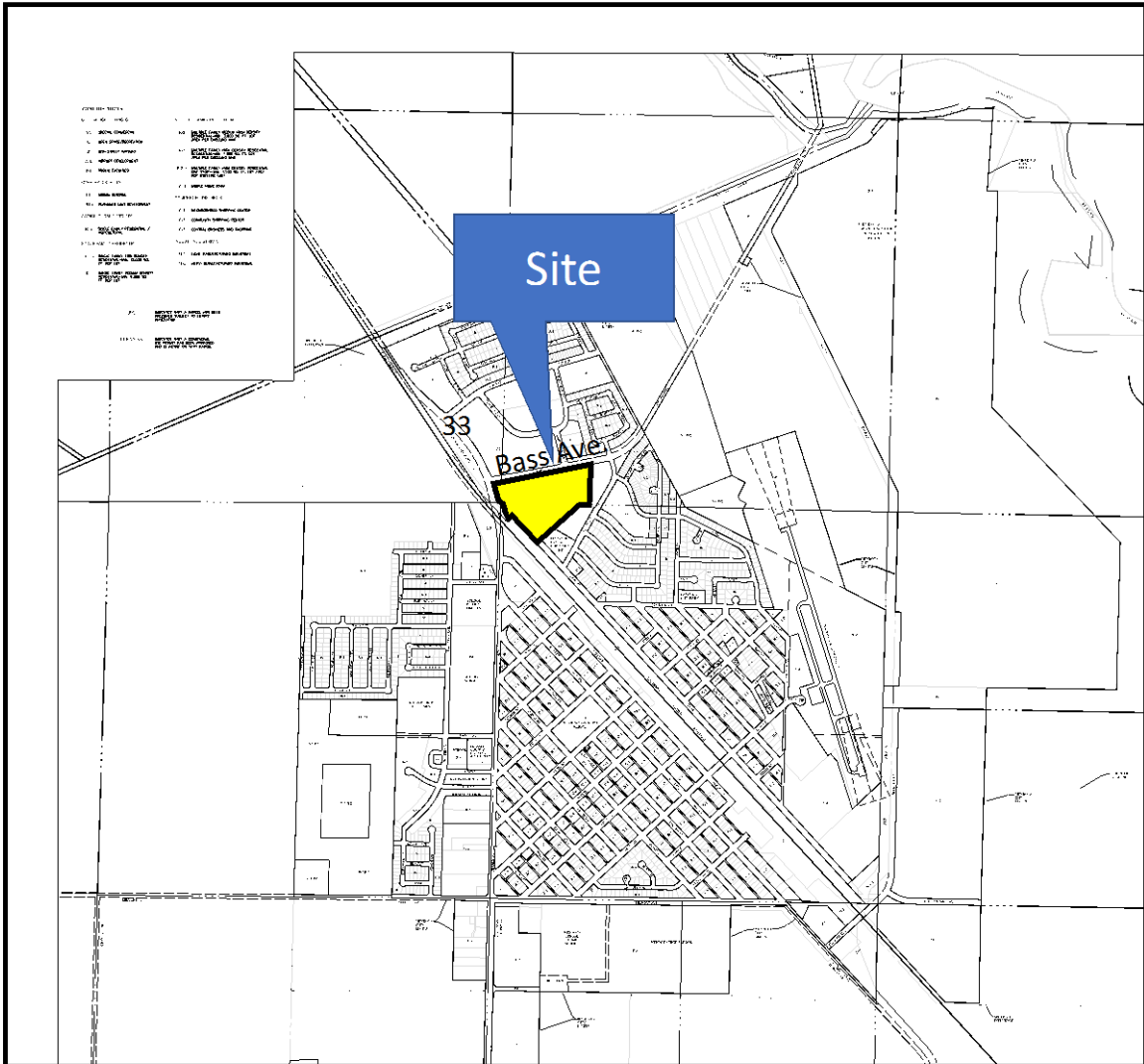
1. An amendment of the Mendota General Plan land use map from “Community Commercial” and “High Density Residential” to “Medium Density Residential”, “Community Commercial” and “Recreational”
2. A zone change to change the zoning of the site from C-2 and R-3 to R-1 (PUD), C-2 and O
3. A Vesting Tentative Subdivision Map to create 86 single family residential lots, a 1.7-acre site for commercial development and a 0.4-acre park. Associated improvements include the installation of streets, utilities, walls, and common landscape areas.
4. A Development Agreement to establish conditions and requirements of the project.
5. A “Mitigated Negative Declaration” as the environmental finding for the project.

Subdivision Design

Figure 1 shows the proposed subdivision design. As noted previously, the subdivision proposes 86 single family residential lots, a site for future commercial development (at the southeast corner of Bass and Highway 33) and a small park within the subdivision.

The applicant is seeking to apply the PUD (Planned Development) overlay to the site, which allows flexibility with respect to certain zoning standards, like lot size, setbacks, etc. Specifically, the Zoning Ordinance indicates that the PUD overlay allows lot sizes down to 4,000 square feet in the R-1 zone. Lot sizes in the proposed subdivision will range from a minimum of 4,781 square feet to a maximum of 12,007 square feet. The average lot size will be 6,326 square feet.

Map 1: Project Location



Map 2: Aerial Photo



The subdivision leaves a 1.7-acre parcel at the southeast corner of Bass and Highway 33 for future commercial development. Though no project is proposed at the current time, the parcel is sized for a use such as a pharmacy.

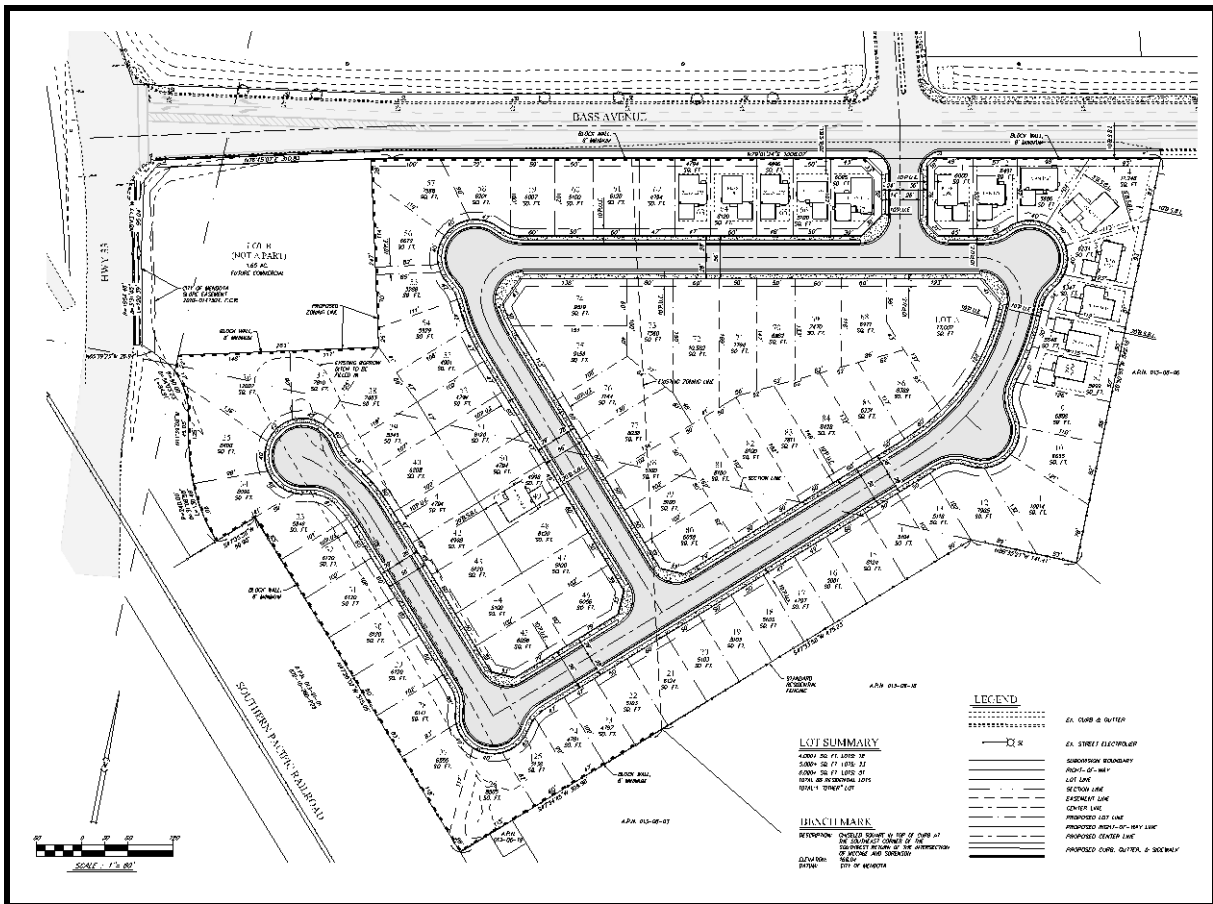
The project also proposes a small mini-park within the subdivision. The City is requiring this park be landscaped by the developer with turf, shrubs and trees for use by residents.

Traffic/Circulation

Access to the site would be from a street connection to Bass Avenue, aligned with the existing Barboza Street to the north. Streets within the subdivision are designed to loop together and return to Barboza, with one cul-de-sac extending with one turn along the west side of the subdivision.

Streets will be designed consistent with the City's new residential street standards, which require a landscaped parkway between the curb and sidewalk. Many cities are embracing this standard, as it provides for a more pleasant environment for pedestrians, as they are separated from traffic by the tree-lined parkway.

Figure 1: Proposed Subdivision Map



Staff is also recommending the applicant be required to install antique-style street lamps (in place of standard “cobra-head” lamps). Antique-style street lamps further improve the pedestrian oriented character of the streets.

The entry to the subdivision at Barboza Street will be designed with a landscaped median divider.

The intersection of Bass and Barboza can become congested, particularly during peak morning and evening travel times, and when school is in session at nearby Mendota Elementary School. For this reason, the project is being required to install a traffic signal at this intersection prior to completion of the final phase of development.

In order to promote walking and other forms of active transportation, the subdivision has been designed with a pedestrian connection from the site to the future commercial development. This connection will be ten feet wide and will be located between lots 55 and 56. The applicant will

install a paved sidewalk here. This will allow residents of the subdivision the ability to walk or bicycle to future commercial development – thereby reducing the need to drive. This can result in a reduction in air pollution, as well as a benefit to fitness and health. The connection will be lighted for safety at night.

The project will be required to install 6-foot high masonry block walls around the perimeter of the site, including along the frontage along Bass Avenue and the sideyards of lots 55, 56, 68 & 86, adjacent to the park and the pedestrian connection. To improve the appearance of the site, a landscape strip will be required along the wall along Bass Avenue.

Utilities

The site will connect to the City's water, sewer and storm drain systems. There are both water and sewer lines that run past the site under Bass Avenue. The water line is an 8-inch water line. There is a 24-inch sewer main that runs past the site. Finally, the project will channel storm drain waters via an existing ditch along the south side of Bass Avenue, to a basin at the City's wastewater treatment plant located northeast of the City. The applicant will be required to excavate and expand the ditch to ensure there is adequate capacity, and will be required to construct necessary basin capacity at the WWTP.

The Public Works Department and City Engineer report that there is adequate capacity in all utility systems to serve the project. However, one concern is that the development of the project could exceed the capacity of the City's water system in a "maximum-day" scenario (such as on a hot summer day) as calculated under the Department of Drinking Water Waterworks Standards, which assume the largest well is out of service; a worst-case situation. State law requires the City to be able to provide adequate water supply in such a scenario.

In order to address this situation, the City is proposing to reactivate one of its backup wells (City Well No. 5, located on Bass Avenue near the wastewater treatment plant) to provide stand-by service. Should there be a shortfall in water supply due to failure of a primary well, water from the stand-by well would be blended with water produced by the primary wells, at the Water Treatment Plant. The City would need to obtain approval from the State Department of Water Resources for the reactivation of Well No. 5. The City Engineer has contacted DDW and has discussed the proposal. DDW has approved the concept, pending some additional water quality testing at Well No. 5. Some mechanical work would be needed to reactivate Well No. 5, but no additional water treatment equipment or facilities would be needed. A mitigation measure for this issue is listed in the resolution for the subdivision, and also as an environmental mitigation measure.

Offsite Improvements

In exchange for approval of the Planned Development, the City has negotiated with the project developer to construct a soccer field at Rojas Pierce Park. This field has been a long-term goal of the community and the applicant is willing to make this improvement, in exchange for the benefits (including increased density) of the proposed subdivision.

Development Agreement

The City and the applicant have agreed to enter into a Development Agreement for the project. The agreement will include all conditions of approval and requirements to ensure the project is developed properly and to City code. This is particularly important with the requirement for off-site improvements of the project, including the traffic signal, soccer field and storm drain improvements along Bass Avenue and at the Wastewater Treatment Plant.

Community Facilities District and Landscape and Lighting District

The project will be required to enter into the City's Community Facilities District – similar to that formed for the recently-completed Las Palmas subdivision. Property owners will be taxed to pay for emergency services, including police, fire and paramedic services.

A Landscape and Lighting District will also be formed to pay for maintenance of improvements along the project's frontage along Bass Avenue, including landscaping, walls and street lamps – as well as landscaping and related improvements within the mini park. The formation of these districts is provided for in the resolution for the subdivision and also the Development Agreement.

Planned Development findings

In order to consider application of the Planned Development (PD) overlay in the R-1 zone, the Planning Commission must make several findings that are listed in the Mendota Zoning Ordinance. These findings essentially indicate that the project, as designed, is superior to what could be achieved with standard zoning. The findings and an analysis of each are listed below (and also in the resolution approving the zone change).

A. The proposed planned development is consistent with the general plan and any applicable specific or community plan, including the density and intensity limitations that may apply;

Analysis: The project is consistent with the General Plan (as amended) as well as General Plan policies regarding density. The project is utilizing the PUD zone, which allows single family residential lots as small as 4,200 square feet. The average lot size of the project is 6,326 square feet – larger than the standard R-1 zone minimum lot size of 6,000 square feet.

B. The subject site is physically suitable for the type and intensity of the development being proposed;

Analysis: The project site is suitable for the type and intensity of the project. It will serve as a buffer to more dense residential development to the east. Further, the commercial site at the southeast corner of Bass and Highway 33 will function to buffer the residential portions of the project from the highway.

C. Adequate transportation facilities, utilities, and public services exist or will be provided in accordance with the approval of the planned development to serve the proposed development, and approval of the planned development will not result in adverse impacts to existing facilities, utilities, or services so as to be a detriment to the public health, safety, or welfare;

Analysis: The project (as conditioned) will provide adequate transportation, utility facilities and public services. Conditions have been established that will require the project to install adequate utilities and transportation facilities, including a traffic signal and provisions for water, sewer and storm drainage.

D. The proposed development will not have a substantial adverse impact on surrounding land uses, and will be compatible with the existing and planned land use character of the surrounding area;

Analysis: The project will be compatible with surrounding development, which consists of a mix of low- and high-density residential, public facilities, and commercial development. The project will include walls, landscaping and setbacks to enhance compatibility.

E. The proposed development generally complies with any adopted design guidelines; and

Analysis: There are no adopted design guidelines in the City, however the project complies with applicable zoning standards. In addition, the project is being conditioned to install additional public landscaping and pedestrian-scale lighting, for a more attractive environment.

F. The proposed development is demonstrably superior to the development that could occur utilizing the standards applicable to the subject zone district, and will achieve superior community design, environmental preservation, and/or substantial public benefit. In making this determination, factors to be considered shall include, but not be limited to:

- 1. Appropriateness of the use(s) at the proposed location;*
- 2. The mix of uses, housing types, and housing price levels;*
- 3. Provision of infrastructure improvements;*
- 4. Provision of usable active or passive open space;*
- 5. Compatibility of uses within the planned development area;*
- 6. Creativity in design and use of land;*
- 7. Quality of design, and adequacy of light and air into the interior spaces of buildings;
and*
- 8. Overall enhancement of neighborhood character and the built and natural environments of the city.*

Analysis: The project will provide a mix of residential and commercial uses geared toward buyers and customers in the Mendota market. The project will be conditioned to make infrastructure improvements to serve the site and to establish open space. The Development Agreement will include installation of a new soccer field in an existing City park. Uses within the site are compatible via the implementation of setbacks, walls and landscaping. The project

has been designed through a creative process with City input that will ensure quality of design, resulting in an enhancement of this part of the community.

Environmental Assessment

The City has prepared an Initial Environmental Study to analyze potential environmental impacts of the project as required by CEQA (the California Environmental Quality Act). The study determined that the project will have no significant impacts, provided that certain measures are incorporated into the project's design and operation. These measures are listed under the "Background Conditions" section at the end of this report and are related to:

- A. Greenhouse Gases
- B. Hydrology and Water Quality
- C. Noise
- D. Transportation/Traffic
- E. Utilities and Service Systems

The environmental analysis was circulated for public review and comment for a period of twenty days, as required by CEQA. At the close of the comment period, letters and emails were received from the following agencies:

- Fresno County Health Department
- Caltrans
- San Joaquin Valley Air Pollution Control District

The County and Air District concurred with findings of the environmental study. Caltrans initially requested a traffic study be prepared for the project. However, staff contacted Caltrans and pointed out that the proposed project would likely be generating significantly less traffic than development that could have occurred under the project's existing zoning (C-2 and R-3).

With this information, Caltrans concurred that a full traffic study was not needed, but they did request the City require the project to prepare a one-page technical memorandum from a traffic consultant, comparing the existing zoning trip generation to the proposed zoning trip generation. This has been made a condition of approval of the project.

Planning Commission Action

The Planning Commission conducted a public hearing to consider the project on June 19, 2018. No members of the public expressed concerns about the project. Following discussion, the Planning Commission voted to recommend approval of the project, including the General Plan amendment, zone change, subdivision map, Development Agreement and environmental finding.

FISCAL IMPACT:

The project will be required to pay development impact fees to the City for each dwelling, upon issuance of a building permit.

RECOMMENDATION:

It is recommended that the City Council conduct a public hearing and vote to approve the project via the following:

- Resolution 18-61 to adopt the environmental finding for the project
- Resolution 18-62 to approve General Plan Amendment 2018-01
- Introduce Ordinance 18-03 approving Zone Change 2018-01
- Resolution 18-63 to Vesting Tentative Subdivision map 2018-01
- Introduce Ordinance 18-04 approving Development Agreement 2018-01

**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 OFFICIAL ZONING MAP OF THE
CITY OF MENDOTA, RELATING TO
THE CLASSIFICATION OF THE ZONE
OF PARTICULAR PARCELS OF REAL
PROPERTY**

ORDINANCE NO. 18-03

The City Council of the City of Mendota does ordain as follows:

SECTION 1. Section 17.04.040 of the Municipal Code of the City of Mendota is amended by changing the Zoning Map to redesignate two parcels (Assessor Parcel Numbers 013-061-015 and 012-160-039) occupying approximately 18.7 acres on the south side of Bass Avenue, east of State Highway 33 and the Southern Pacific railroad as shown on Map 1, attached hereto as Exhibit “A” and incorporated herein by this reference.

SECTION 2. 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 3. This ordinance shall take effect thirty (30) days after its passage.

SECTION 4. The City Clerk is hereby ordered and directed to certify the passage of this Ordinance and to cause the same to be published once in a newspaper of general circulation, published in the County of Fresno.

* * * * *

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

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

Rolando Castro, Mayor

ATTEST:

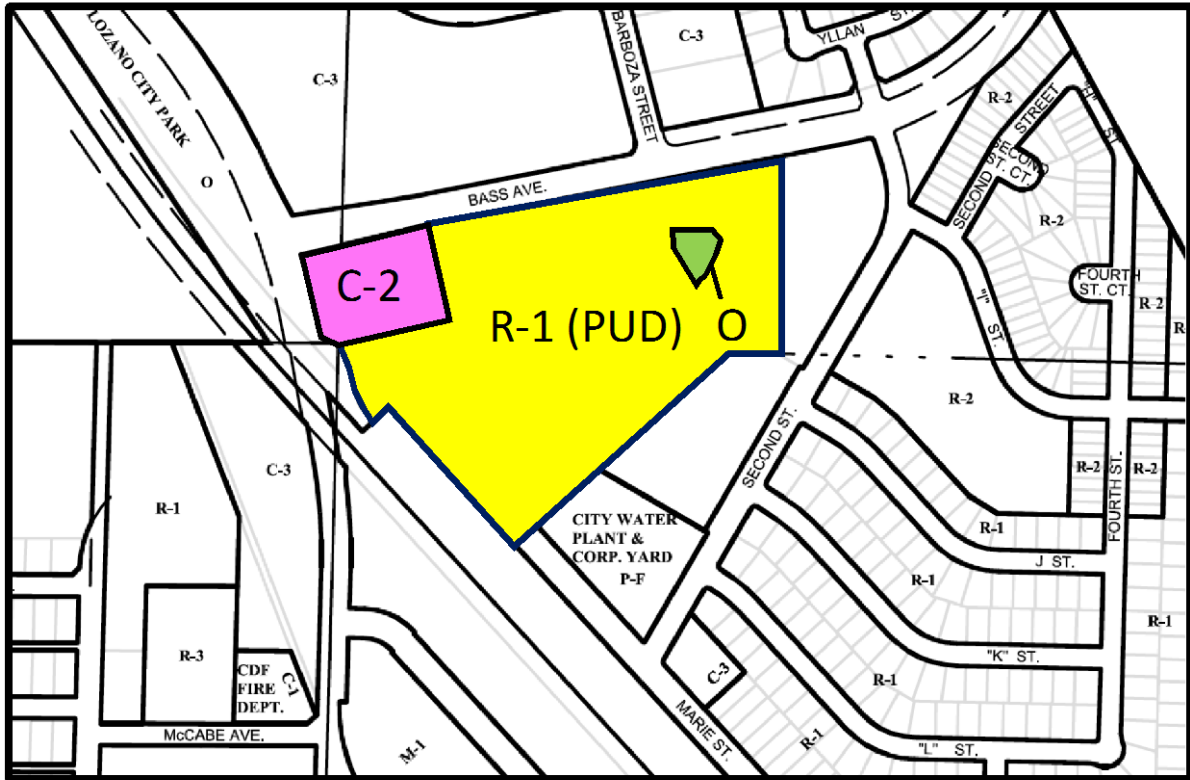
Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

Exhibit A

Map 1: Zone Changes



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

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

ORDINANCE NO. 18-04

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

DEVELOPMENT AGREEMENT

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

102. Rules, Regulations and Official Policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2
DEVELOPMENT OF THE SUBJECT PROPERTY

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

201. Approvals.

201.1. Processing Subsequent Development Approvals.

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

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

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

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

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

202. Public Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

209. Encumbrances and Lender's Rights.

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

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

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

ARTICLE 3 **DEFAULT, REMEDIES, TERMINATION**

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

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

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

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

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

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

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

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

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

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

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

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

306. Invalidity of Agreement.

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

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

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

ARTICLE 4
INDEMNITY; INSURANCE

400. Indemnity/Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5
PROJECT AS A PRIVATE UNDERTAKING

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

ARTICLE 6
NOTICES

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

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

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

with a copy to:

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

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

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

with a copy to:

Karol Adams
10784 Deep Cliff Drive
Cupertino, CA 95014

ARTICLE 7

MISCELLANEOUS

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

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

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

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

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

Exhibit A: Legal Description of the Subject Property

Exhibit B: Site Map

Exhibit C: Tentative Subdivision Map

Exhibit D: Ordinance Adopting Development Agreement

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

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

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

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

Exhibit I: Development Impact and Processing Fees

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

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

CITY:

CITY OF MENDOTA,
a Municipal Corporation

By: _____

ATTEST:

MATT FLOOD
City Clerk

By: _____

APPROVED AS TO FORM:

JOHN KINSEY
City Attorney

By: _____

Date: _____

DEVELOPER:

KSA HOMES, INC.,
a California corporation

By: _____

Name: STEPHEN W. HAIR

Its: President

EXHIBIT "A"
Legal Description

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

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

PARCEL 1:

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

APN: 013-061-15

PARCEL 2:

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

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

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

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

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

EXHIBIT "A"
Legal Description
(continued)

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

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

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

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

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

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

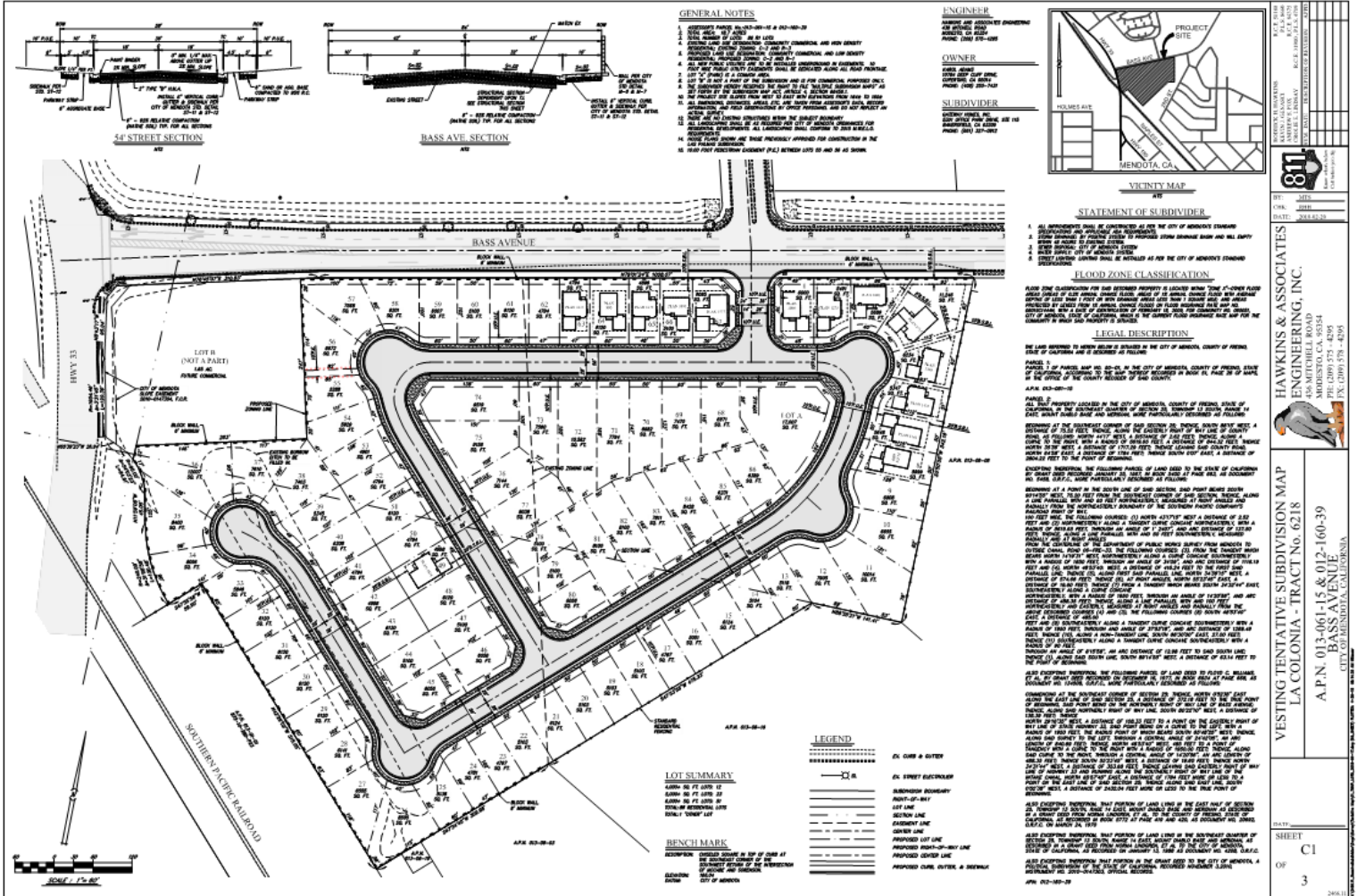
APN: 012-160-39

EXHIBIT "B"



Location of the La Colonia Subdivision.

EXHIBIT "C"



La Colonia Tentative Subdivision Map

HAWKINS & ASSOCIATES
 ENGINEERING, INC.
 1500 AVENUE 100
 MENLO PARK, CA 94025
 PHONE: (415) 321-1000

VESTING TENTATIVE SUBDIVISION MAP
 LA COLONIA - TRACT NO. 6218
 APN 013-061-15 & 012-160-39
 BASS AVENUE
 MENLO PARK, CALIFORNIA

SHEET
 C1
 OF
 3

EXHIBIT "D"

In the Final Development Agreement, Exhibit D will be the City Ordinance approving the Agreement itself.

Since that has not occurred yet, this Exhibit is just a placeholder.

EXHIBIT "E"

Exaction: Off-Site Improvement (Storm Drain System)

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

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

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

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

EXHIBIT "F"

Exaction: Off-Site Improvement (Traffic Signal Installation)

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

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

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

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

EXHIBIT "G"

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

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

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

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

EXHIBIT "H"

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

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

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



EXHIBIT "I"

Exaction: Development Impact and Processing Fees

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

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

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

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

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

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

La Colonia Development Impact Fees

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

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA, DEPUTY CITY CLERK
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: IMPOSING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION
DATE: AUGUST 28, 2018

ISSUE

Shall the City Council conduct the second reading and adopt Ordinance No. 18-05, imposing a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration?

BACKGROUND

California Revenue and Taxation Code Section 7285.9 authorizes the City to adopt an ordinance to increase the Transactions and Use Tax if the measure is approved by a majority of the voters.

At its June 12, 2018 meeting, the City Council adopted two resolutions that authorized the submittal of a ballot measure to voters for the increase of the current sales and use tax for general purposes. The measure will be considered at the next General Municipal Election that will be held on November 6, 2018.

Staff has been actively working with the California Department of Tax and Fee Administration (CDTFA) to ensure that all necessary documents related to the measure are submitted so the agency will administer the tax if it is approved by voters.

CDTFA requests that certain documents be considered before the election in order to expedite the completion of all necessary documents to facilitate the tax.

At the August 14th regular City Council meeting, the Council conducted the first reading and held a public hearing for the proposed ordinance.

ANALYSIS

The adoption of the attached ordinance is required by California Revenue and Taxation Code Section 7285.9 to impose the Transactions and Use Tax and so that the CDTFA can administer the tax.

If the measure is approved by a majority of the voters, the agency will provide additional documents that will need to be completed to implement the tax.

FISCAL IMPACT

None at this time.

RECOMMENDATION

Staff recommends that the City Council discuss the proposed ordinance, conduct the second reading of the ordinance, and adopt Ordinance No. 18-05, imposing a Transactions and Use Tax to be administered by the California Department of Tax and Fee Administration.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IMPOSING A
TRANSACTIONS AND USE TAX TO BE
ADMINISTERED BY THE CALIFORNIA
DEPARTMENT OF TAX AND FEE
ADMINISTRATION**

ORDINANCE NO. 18-05

Section 1. TITLE. This ordinance shall be known as the General Purposes Sales and Use Tax Ordinance. The city of Mendota hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

Section 2. OPERATIVE DATE. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

Section 3. PURPOSE. This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax for general purposes at an election.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of

collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

Section 4. CONTRACT WITH STATE. Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

Section 5. TRANSACTIONS TAX RATE. For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

Section 6. PLACE OF SALE. For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

Section 7. USE TAX RATE. An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of 1% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

Section 8. ADOPTION OF PROVISIONS OF STATE LAW. Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

Section 9. LIMITATIONS ON ADOPTION OF STATE LAW AND COLLECTION OF USE TAXES. In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

Section 10. PERMIT NOT REQUIRED. If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

Section 11. EXEMPTIONS AND EXCLUSIONS.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under

a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

Section 12. AMENDMENTS. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part

1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

Section 13. ENJOINING COLLECTION FORBIDDEN. No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

Section 14. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

Section 15. EFFECTIVE DATE. This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

Section 16. TERM. The authority to levy the tax imposed by this ordinance shall continue in perpetuity.

Section 17. NOTICING. Within fifteen (15) days of the adoption of this Ordinance, a summary thereof, including the names of the City Council Members voting for and against it, shall be prepared by the City Attorney for publication in the *Firebaugh-Mendota Journal*, and a certified copy of the Ordinance shall be posted in the office of the City Clerk.

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

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MEMBERS OF THE CITY COUNCIL
FROM: GREGG ANDREOTTI, CHIEF OF POLICE
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: 2018 WEED ABATEMENT ASSESSMENTS PUBLIC HEARING
DATE: AUGUST 20, 2018

BACKGROUND

City of Mendota Code Enforcement has performed abatements on properties within the City with weeds on them constituting a public nuisance. A total of 7 properties were forcibly abated.

Following a first “initial” notice and a second “courtesy” notice, properties were checked for compliance, and if they still failed were informed that if they did not comply, the City would proceed with a forced abatement. While some property owners abated the nuisance on their own, those that did not do so were forcefully abated by a private contractor hired by the City.

The attached resolution includes the cost that will be assessed to each parcel to recover City cost incurred through abatement. The Cost Report and Summary attached to the resolution was submitted and filed with the City Clerk. All detected properties were abated before the 4th of July holiday in order to decrease the risk of a destructive fire on those properties. This is what is being considered by Council to be added to the 2018 tax rolls.

A notice of this public hearing was posted on each property and mailed to each property owner impacted, along with a Notice of Public Hearing, posted on the kiosk outside City Hall on or before August 20, 2018. Letters were also mailed out to the property owners detailing the amount that is owed, notifying them that they have the ability to pay the abatement costs prior to the assessment and that they also have the right to submit a written or oral protest before or during the public hearing at this Council meeting.

Each property owner will have the corresponding amount levied on their annual property tax bill to be paid.

FISCAL IMPACT:

Approximately \$12,494.50 spent to abate, which will be recovered by assessing the property owner on their tax bill.

RECOMMENDED ACTION:

Council consideration and approval to adopt Resolution No. 18-65: A Resolution of the City Council of the City of Mendota in the matter of authorizing the Placement of Special Assessments on the 2018 Tax Roll for the 2018 Nuisance Abatement Costs.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER OF AUTHORIZING THE
PLACEMENT OF SPECIAL ASSESSMENTS
ON THE 2018 TAX ROLL FOR 2018
NUISANCE ABATEMENT COSTS**

RESOLUTION NO. 18-65

WHEREAS, the City of Mendota pursuant to Mendota Municipal Code Chapter (MMC) 8.20 served due process to property owners to abate nuisances on their properties; and

WHEREAS, weed abatement notices were posted and mailed to all property owners; and

WHEREAS, the property owners failed to abate nuisances on their properties after receiving notice by the City to do so; and

WHEREAS, the City thereafter forcibly abated the respective nuisances in compliance with California code and MMC Chapter 8.20, which entitles the City to reimbursement for said costs, which are not based on property valuation; and

WHEREAS, notices were given to the property owners that they could protest or object to the Cost Report and Account to the City Council at a public hearing held on August 28, 2018; and

WHEREAS, the City Council of the City of Mendota conducted said public hearing on August 28, 2018 and, upon conclusion of the hearing, by motion allowed or overruled any or all objections; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota, hereby approves the following costs (as reflected in the Cost Report & Account) attached hereto as Exhibit "A" and authorizes the placement of the expense of said abatement on the tax roll (Tax Code 6657), as provided in MMC Section 8.20.130, of each individual parcel as an assessment to be collected on the annual tax assessment bill as follows:

<u>APN</u>	<u>FEE</u>
013-106-06	\$1,586.50
013-132-09	\$1,638.50
013-253-15	\$1,747.00

013-093-04	\$1,606.50
013-132-10	\$1,638.50
013-215-14	\$1,619.50
013-142-07	\$2,658.00

THEREFORE, BE IT FURTHER RESOLVED, that the abated weeds, grasses, dead trees, dead shrubs and waste matter constitute a public nuisance and on that basis was abated by the City in accordance with Chapter 8.20 of the Mendota Municipal Code.

Rolando Castro, Mayor

ATTEST:

I Matt Flood, City Clerk for 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 28th day of August 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

Schedule of Fees

Address: 706 Lolita
 APN: 013-106-06
 Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06	7,200	\$ 432.00
B. use of weed eater	\$0.13	300	\$39.00
2 <u>Mobilization Fee</u>			
A. per lot	\$ 35.00	1	\$ 35.00
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation</u> (Includes chipping, grinding, and/or shredding)			
A. trash per bag	\$ 20.00	1	\$ 20.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services</u> (when appropriate)			
A. flat service fee	\$ 798.50	0	\$ 798.50
6 Code Enforcement Fee	\$ 14.00	8	\$ 112.00
7 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 1,586.50

Schedule of Fees

Address: 7th St and S. Kate St

APN: 013-132-09

Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06	7,350	\$ 441.00
B. Use of weed eater	\$ 0.13		\$19.50
2 <u>Mobilization Fee</u>			
A. per lot	\$ 17.50	1	\$ 17.50
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation</u> (Includes chipping, grinding, and/or shredding)			
A. trash per bag	\$ 20.00	5	\$ 100.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services</u> (when appropriate)			
A. per hour	\$ 798.50	1	\$ 798.50
6 <u>Code Enforcement Fee</u>			
	\$ 14.00	8	\$112.00
7 <u>Miscellaneous Fees Per Parcel</u>			
A. inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 1,638.50

Schedule of Fees

Address: 772 tule
 APN: 013-253-15
 Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06		\$ -
	\$ 0.13	4550	\$ 591.50
2 <u>Mobilization Fee</u>			
A. per lot	\$ 35.00	1	\$ 35.00
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation</u> (Includes chipping, grinding, and/or shredding)			
A. trash per bag	\$ 20.00	3	\$ 60.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services</u> (when appropriate)			
A. flat service fee	\$ 798.50	1	\$ 798.50
6 <u>Code Enforcement</u>			
A.	\$ 14.00	8	112
7 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 1,747.00

Schedule of Fees

Address: No physical Address

APN: 013-093-04

Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06	7,200	\$ 432.00
B. use of weed eater			\$39.00
2 <u>Mobilization Fee</u>			
A. per lot	\$ 35.00	1	\$ 35.00
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation</u> (Includes chipping, grinding, and/or shredding)			
A. trash per bag	\$ 20.00	2	\$ 40.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services</u> (when appropriate)			
A. per hour	\$ 798.50	1	\$ 798.50
6 Code Enforcement Fee	\$ 14.00	8	\$ 112.00
7 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 1,606.50

Schedule of Fees

Address: 436 Naples
 APN: 013-132-10
 Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06	7,350	\$ 441.00
	\$ 0.13	150	\$ 19.50
2 <u>Mobilization Fee</u>			
A. per lot	\$ 17.50	1	\$ 17.50
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation (Includes chipping, grinding, and/or shredding)</u>			
A. trash per bag	\$ 20.00	5	\$ 100.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services (when appropriate)</u>			
A. flat service fee	\$ 798.50	1	\$ 798.50
6 <u>Code Enforcement</u>			
A.	\$ 14.00	8	\$ 112.00
7 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 1,638.50

Schedule of Fees

Address: 585 Stamoules
 APN: 013-215-14
 Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06	7,300	\$ 438.00
B. use of weed eater			\$26.00
2 <u>Mobilization Fee</u>			
A. per lot	\$ 35.00	1	\$ 35.00
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation (Includes chipping, grinding, and/or shredding)</u>			
A. trash per bag	\$ 20.00	3	\$ 60.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services (when appropriate)</u>			
A. per hour	\$ 798.50	1	\$ 798.50
6 Code Enforcement Fee	\$ 14.00	8	\$ 112.00
7 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 1,619.50

Schedule of Fees

Address: 613 Oller
 APN: 013-142-07
 Date: 08/20/2018

		<u>Quantity</u>	<u>Total Cost</u>
1 <u>Tractor Scraping</u>			
A. per square foot	\$ 0.06	0	\$ -
B. use of weed eater	\$0.13	11250	\$1,462.50
2 <u>Mobilization Fee</u>			
A. per lot	\$ 35.00	1	\$ 35.00
			\$ -
			\$ -
			\$ -
3 <u>Debris Remediation</u> (Includes chipping, grinding, and/or shredding)			
A. trash per bag	\$ 20.00	5	\$ 100.00
4 <u>Administrative Fee Pursuant to MMC 8.20.110</u>			
A. per parcel	\$ 100.00	1	\$ 100.00
5 <u>Attorney Services</u> (when appropriate)			
A. per hour	\$ 798.50	1	\$ 798.50
6 Code Enforcement Fee	\$ 14.00	8	\$ 112.00
7 <u>Miscellaneous Fees Per Parcel</u>			
A. special inspection fee	\$ 50.00		\$ -
B. abatement lien	\$ 50.00	1	\$ 50.00
D. release of abatement lien	\$ 75.00		\$ -
E. notary public	\$ 20.00		\$ -
F. file duplication fee	\$ 50.00		\$ -
			(Reimbursement of cost)
8 <u>Fees due to the City</u>			\$ 2,658.00

ADMINISTRATIVE SERVICES DEPARTMENT REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES
VIA: CITY MANAGER
SUBJECT: MONTHLY REPORT (JULY 2018)
DATE: AUGUST 28, 2018

HUMAN RESOURCES

- **Recruitment**
 - I started the recruitment process for the City Manager position.
- **Personnel**
 - I met with the three new officers and the two new public works employees to go over the new hire documents.

RISK MANAGEMENT

- **Claims**
 - There were no new claims against the city in the month of July.
 - Claim # FR97842 was closed out by AIMS (*Details Confidential*)
- **Worker's Compensation Claims**
 - There was one new worker's compensation claim in the month of July.

SENIOR CENTER

- For the month of July, there was a daily average of 10 attendees at the senior center.

SPECIAL PROJECTS

- I submitted the census to the Central San Joaquin Valley Risk Management Authority.

PUBLIC WORKS REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, PUBLIC WORKS AND PLANNING DIRECTOR
VIA: CRISTIAN GONZALEZ, INTERIM CITY MANAGER
SUBJECT: PUBLIC WORKS MONTHLY REPORT
DATE: AUGUST 28, 2018

STREETS AND ROADS

- Staff met with members from CALTRANS to discuss a future roundabout for the intersection of highway 33 and Highway 180.
- Street sweeping continues as usual.
- Crews continue to work on patching potholes and failing pavement areas throughout town.
- Engineering continue to work on the specifications for the 2019 street projects.

PARKS AND PUBLIC BUILDINGS

- Public Works continues to maintain the parks for the community.
- Public Works will begin grading the city owned land adjacent to the soccer field, to use this for parking overflow and events.

DRINKING WATER

- Meter reads are complete.

WASTE WATER

- Monthly samples have been submitted.
- Lozano Lift Station project that has been temporarily suspended, in order to allow for the hot weather to dry out the problematic ground water that was discovered during the contractors first attempt at installing the deep wet well/pit, will resume construction on September the 17th.

- Public Works are will be working on maintaining the storm drain basins in the next few weeks.

ANIMAL CONTROL

- Animals impounded: 13
- Animals euthanized: 4
- Animals adopted: 3 dogs
- Animals redeemed by owner: 2
- Citations issued: 0

ADULT OFFENDER WORK PROGRAM

- AOWP continue working on public right of ways and alley weed abatement.
- AOWP assist at the pool park, and airport.

BUILDING PERMITS ISSUED

- A list of new permits is attached to the report.

PLANNING

- The Planning Department approved resolutions for approvals for the La Colonia project. This project proposes a residential subdivision on the corner of Bass and Highway 33 and it includes a commercial use as well. This project will go before the City Council on August 14 for consideration and final approvals.
- Staff is working with a developer to annex property into the city limits. They will need to go through the same process as La Colonia, in order for LAFCO to consider the annexation.

STAFFING FOR PUBLIC WORKS

- 15 full time employees
- 2 part time employees

FUEL STOCK

- Unleaded: 6,048 gallons
- Diesel: 2,867 gallons

Permits Issued

Report Date Range : 07/19/2018 to 08/21/2018

Permit #	Type of Permit	Date Issued	Job Address
20180135	329(b) ROOF MOUNT SOLAR 240V HD WAVE INVERTOR PER APPROVED PLAN	7/20/2018	241 Santa Cruz St
20180136	101 NEW CONSTRUCTION SFR 1275 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	7/23/2018	46 GURROLA ST
20180137	434(a) NEW PATIO ADDITION 192 SQ FT PER APPROVED PLAN	7/24/2018	540 CASTANEDA ST
20180138	434(a) NEW PATIO ADDITION 197 SQ FT PER APPROVED PLAN	7/25/2018	268 Espinoza St
20180139	434(a) REMODELING 4 EXISITNG OF 12 TOTAL EXISTING UNITS PER APPROVED PLAN	8/2/2018	1042 Oller St
20180140	101 NEW CONSTRUCTION SFR 1420 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/2/2018	70 GURROLA ST
20180141	434(a) RE-ROOF 2400 SQ FT EXISTING COMPOSITION PROPOSED 30 YR COOL ROOF PITCH 4/12 PER APPROVED PLAN	8/2/2018	506 S Kate St
20180142	329(b) INSTALLATION OF 12 MODULE 3.032 AC ROOF MOUNTED SOLAR ELECTRIC SYSTEM	8/2/2018	1016 Quince St
20180143	MISC TEMPORARY SIGN FOR RECYCLING CENTER PER APPROVED PLAN	8/10/2018	295 Naples St
20180144	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/13/2018	220 GONZALEZ ST
20180145	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/13/2018	58 VERA CIR
20180146	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/13/2018	260 GONZALEZ ST
20180147	101 NEW CONSTRUCTION SFR 1831 SQFT & 400 SQFT GARAGE PER APPROVED PLAN	8/13/2018	54 GURROLA ST
Total Number of Permits List	13		