



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROBERT SILVA
Mayor
SERGIO VALDEZ
Mayor Pro Tempore
JOSEPH AMADOR
ROLANDO CASTRO
JOSEPH RIOFRIO

AGENDA
MENDOTA CITY COUNCIL
Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
June 23, 2015
6:00 PM

VINCE DiMAGGIO
City Manager
MEGGIN BORANIAN
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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

At this time members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium, state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Special City Council meeting of June 4, 2015 and the Special and Regular City Council meetings of June 9, 2015.
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. JUNE 05, 2015 THROUGH JUNE 17, 2015
WARRANT LIST CHECKS NO. 39511 THRU 39561
TOTAL FOR COUNCIL APPROVAL = \$261,820.55
2. Council perform the first reading of **Ordinance No. 15-08**, amending Sections 17.04.110 and 17.60.020 and adding Section 17.88.025 to Title 17 of the Mendota Municipal Code related to emergency shelters and supportive and transitional housing, and set the public hearing for July 14, 2015.
3. Council adopt **Resolution No. 15-42**, approving the issuance a Letter of Authorization to Fresno County for the submittal of an application for the Oil Payment Program, Cycle 6 (OPP6).
4. Council adopt **Resolution No. 15-43**, supporting the re-designation of Fresno County as an RMDZ.
5. Council adopt **Resolution No. 15-45**, approving a Memorandum of Understanding between the City of Mendota and the Mendota Police Officers' Association.
6. Council adopt **Resolution No. 15-47**, appointing an alternate member to the Mendota Personnel Board.
7. Council adopt **Resolution No. 15-48**, awarding the 6th Street Reconstruction Project to the lowest possible bidder, A.J. Excavation, Inc.
8. Council approve applications for permits to sell fireworks.
9. Council consider donation from the Community Promotions Fund to the Mendota Youth Recreation for the 8 and Under Little League team.

10. Council authorize Agreement for the Collection of Special Assessments to Property Tax Roll for 2015-2016 and Authorized Personnel.

BUSINESS

1. Council discussion and consideration to adopt **Resolution No. 15-41**, amending the "Waste Collection and Recycling Franchise Agreement" with Mid Valley Disposal.
 - a. *Receive report from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council adopt Resolution No. 15-41*

2. Council discussion and consideration to adopt **Resolution No. 15-44**, approving the hiring of a School Resource Officer.
 - a. *Receive report from Chief of Police Andreotti*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council adopt Resolution No. 15-44*

3. Council discussion and consideration to adopt **Resolution No. 15-46**, authorizing the City Manager to execute all necessary documents with PG&E and D5 Enterprises providing for a City-wide lighting retrofit.
 - a. *Receive report from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council adopt Resolution No. 15-46*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Public Works
 - a) Monthly Report

2. City Attorney
 - a) Update

3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
CA Government Code § 54956.9 (a)
Macias, Delia v. City of Mendota, DFEH Case No. 488060-146861
2. PUBLIC EMPLOYMENT
CA Government Code § 54957.6
Title: Unrepresented Management MOU
Designated Representative and Negotiator: Vince DiMaggio

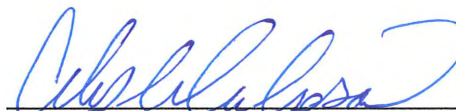
BUSINESS

1. Council discussion and consideration to approve the Management Memorandum of Understanding.

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 Meeting of June 23, 2015, was posted on the outside bulletin board located at City Hall, 643 Quince Street on June 19, 2015 at 4:00 p.m.



Celeste Cabrera, Deputy City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

June 4, 2015

Meeting called to order by Mayor Silva at 10:01 a.m.

Roll Call

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Sergio Valdez (at 10:04 a.m.), Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio (at 10:02 a.m.).

Council Members Absent: None.

Flag salute led by Mayor Silva.

FINALIZE THE AGENDA

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

A motion was made by Councilor Amador to adopt the agenda, seconded by Councilor Castro; unanimously approved (3 ayes, absent: Riofrio and Valdez).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered (10:02 a.m. Councilor Riofrio entered the Council Chambers).

BUSINESS

1. Fiscal Year 2015/2016 Budget Workshop.

Mayor Silva introduced the item and City Manager DiMaggio reported on the major aspects of the 2015/2016 budget including the different funds that the City has and their purpose (10:04 a.m. Mayor Pro Tem Valdez entered the Council Chambers); diversifying the local economy in response to the drought through projects; the conservative approach taken towards the projection of revenues; the decrease of the use of the General Fund balance; funding capital items through development impact fees and water/sewer fees in a Capital Improvement Plan (CIP); the timeframe of the CIP; the inclusion of various capital items in the CIP; the process of increasing water/sewer rates; having to increase water/sewer rates in order to fund current operations; the usage of Gas Tax, Measure C, and LTF funds to fund the reconstruction of 6th Street and the repairs of various street segments throughout the City; the different street segments that should be repaired; and the option Council has to increase the amount of funds that is going towards the repairs of various street segments.

Discussion was held on increasing the funds available that go towards the repairs of various street segments; the different street segments that should be repaired; the possibility of having the contractor who will be completing the 6th Street reconstruction project also complete the various street segment repairs throughout the City; the possibility of selling or renting City owned property that is not in use to interested persons in order to generate revenue; solar companies that are interested in building a solar farm near the waste water treatment plant; the possibility of hiring an airport operator; different aviation opportunities that can generate revenue from the William Robert Johnston Municipal Airport; the issue of complying with airport uses that are acceptable by the Federal Aviation Administration; the funds in various line items; the increase of staff completing work in house instead of having contracted employees complete the work; the personnel restructuring within the police department; the possible addition of two positions; the progress on working with the Mendota Unified School District (MUSD) to get a school resource officer; where fund revenues from auctioning a surplus police vehicle go to; the possibility of Mendota having a dispatch center and City-owned police station; where funds received from the 911 system go to; weapons owned by the police department; where funds received by the Westside Cable Authority go; (11:32 a.m. Councilor Riofrio left the Council Chambers); Council being provided with a resolution to adopt the proposed budget for fiscal year 2015/2016 at the next budget meeting (at 11:34 a.m. Councilor Riofrio returned to the Council Chambers); the topic of the one-per-week garbage collection of all three bins being an item of discussion at an upcoming regular City Council meeting; the option of moving forward with the once-per-week collection of all three garbage bins now or deferring until May 2016; the amount of the rate increase to allow once-per-week garbage collection of all three bins; the appropriate permits that vendors need in order to sell at the Farmer's Market; and the amount of officers present at the Farmer's market.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 11:47 a.m. by Councilor Amador, seconded by Mayor Pro Tem Valdez; unanimously approved (5 ayes).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

June 9, 2015

Meeting called to order by Mayor Silva at 5:02 p.m.

Roll Call

Council Members Present: Mayor Robert Silva, Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio.

Council Members Absent: Mayor Pro Tem Valdez.

Flag salute led by Councilor Castro.

WORK/STUDY SESSION

Mayor Silva introduced the item and Planning & Economic Development Manager Flood explained that City Planner O'Neal was present to answer any questions that Council might have; introduced Lindsey Chargin from Fresno Council of Governments; and introduced Ted Holzem from Mintier Harnish.

Ted Holzem from Mintier Harnish presented the Draft 2015-2023 Multi-jurisdictional Housing Element (MJHE) including it being part of the General Plan; Council being able to provide comment, ask questions, and receive clarifications regarding the MJHE; different organizations that helped put together the MJHE; the purpose of the MJHE being to address existing and projected housing needs in the community; its requirement by State law to be updated every eight years; several jurisdictions sharing resources due to the economy by doing a MJHE; the different sections within the MJHE; Mendota being the 6th smallest City in the region with its income being lower than the regional median household income; the issue of home prices increasing while household income is not; the process on how units are allocated to each City by the Regional Housing Need Assessment; the amount of units allocated to Mendota; the different types of income groups, housing types, and availability; how allocated units are distributed over income categories and throughout the City; goals and policies within the MJHE; different implementation programs available; average household members in the City and the median population; and the process and schedule of submitting the draft

MJHE to the California Department of Housing and Community Development to be reviewed and verified for compliance.

Discussion was held on the issue of overcrowding of homes in the City; having staff meet with Mintier Harnish to discuss what programs are available for the City to benefit from; how the City can pursue those programs; and the amount of interest and need for additional housing in the City.

PUBLIC COMMENT

None offered.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 5:36 p.m. by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Valdez).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

June 9, 2015

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

Roll Call

Council Members Present: Mayor Robert Silva, Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio.

Council Members Absent: Mayor Pro Tem Valdez.

Flag salute led by Mayor Silva.

Invocation led by Pastor Raymond Aquino a member of the Pentecostal Church of God and Pastor at FCI-Mendota.

A moment of silence was held for Ed Petry who had recently passed away and Councilor Riofrio highlighted important events in Mr. Petry's life.

FINALIZE THE AGENDA

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

A motion was made by Councilor Amador to adopt the agenda, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Valdez).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Sandra Alvarado (1725 8th Street) – reported that she was advised by Code Enforcement that she needed to move her trailer due to its non-compliance with the Mendota Municipal Code; pointed out other homes that have trailers parked on their property that do not comply with the municipal code; and that municipal code violations should be equally throughout the City.

Discussion was held on other trailers that are parked on properties throughout the City that do not comply with the municipal code; equally enforcing municipal code violations; and further discussing the issue at a later time in the meeting.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Regular City Council meeting of May 26, 2015.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Riofrio to approve items 1 and 2, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Valdez).

CONSENT CALENDAR

1. MAY 29, 2015 THROUGH JUNE 04, 2015
WARRANT LIST CHECKS NO. 39455 THRU 39510
TOTAL FOR COUNCIL APPROVAL = \$229,149.54

A motion was made to approve items 1 and 2 of the consent calendar by Councilor Amador, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Valdez)

BUSINESS

1. Council discussion and consideration to adopt **Resolution No. 15-39**, confirming the appointment of members to serve on the personnel board.

Mayor Silva introduced the item and Director of Support Operations Johnson summarized the report including the purpose of the personnel board; the amount of members on the personnel board; and the length of terms of the members.

Discussion was held on the possible conflict of interest of Mr. S. Leo Capuchino due to him serving as a City Council member in the past; Mr. Capuchino being able to join the personnel board since he does not hold a current salaried position with the City; having City Attorney Boranian research the issue and report back to the Council the next day; having the appointed alternate board member serve as a board member in the case that Mr. Capuchino cannot be a part of the personnel board; the previous members of the personnel board; and other persons that might be interested in filling the second alternate board member position.

A motion was made to adopt Resolution No. 15-39 by Councilor Amador, seconded by Councilor Riofrio; unanimously approved (4 ayes, absent: Valdez).

2. Council discussion and consideration on once-per-week garbage collection of all three bins.

Mayor Silva introduced the item and City Manager DiMaggio stated that the contract with Mid Valley Disposal allowed for once-per-week garbage collection of all three bins; the adoption of state law that will soon mandate the collection of organic waste which would then require the weekly pick-up of all three bins; amending the contract with Mid Valley Disposal to add the new rate schedule which includes a 7.5% rate increase; and Council's discretion to defer the weekly pick-up of all three bins until the state law becomes applicable in 2016.

Discussion was held on the importance of beautifying the community; the issue of overcrowding in homes causing overflowing garbage bins; the increase of scavengers in the City; and ways to reduce the amount of scavengers looking through garbage bins.

Joseph Kalpakoff (Mid Valley Disposal) – stated that residential rates have not changed since 2003; the importance of educating the public on garbage collection; ways to reduce the amount of scavengers looking through garbage bins; Mendota being the last community to convert to weekly pick-up of all three bins; and educating the public on the collection of organic food waste.

Council consensus to direct staff to draft a resolution to amend the contract with Mid Valley Disposal to allow for weekly pick-up of all three garbage bins.

3. Council perform the first reading of **Ordinance No. 15-09**, amending Sections 17.04.110 and 17.88.010 of the Mendota Municipal Code related to the establishment and regulation of off-site temporary signs.

Mayor Silva introduced the item and Planning & Economic Development Manager Flood summarized his report including business owners expressing their concerns in regards to off-site signs being prohibited within the City; Council's direction to staff to draft an ordinance that allows temporary off-site signs for specific uses; the Planning Commission's and staff's recommendation to maintain the current code as it is; and staff drafting an ordinance that allows off-site temporary signs for specific uses.

Discussion was held on the narrow scope of use for the signs that are allowed under the proposed ordinance; the type of material that signs have to be made of; how staff will handle off-site signs that currently exist within the City if the ordinance is not passed; staff sending a letter to all businesses in regards to the prohibition of off-site signs and allowing them to comply with the municipal code;

A motion was made to take no action on the item and direct staff to take appropriate action regarding current illegal off-site signs by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (4 ayes, absent: Valdez).

PUBLIC HEARING

1. Council hold a public hearing and perform the second reading of **Ordinance No. 15-07**, adopting the official map of the Economic Incentive Zone (EIZ) of the City of Mendota.

Mayor Silva introduced the item and Planning & Economic Development Manager Flood summarized his report including the ordinance codifying the parcels within the EIZ; the various incentives included within the EIZ such as flexible development standards, expedited permit processing, and the reduction of fees; the Planning Commission approving the Conditional Use Permit for Autozone; and Autozone and McDonald's benefitting from the EIZ.

Discussion was held on how existing businesses within the EIZ can benefit from it.

At 6:57 p.m. Mayor Silva opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made to adopt Ordinance No. 15-07 was made by Councilor Riofrio, seconded by Councilor Castro; approved (3 ayes, abstain: Amador, absent: Valdez)

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Code Enforcement
 - a) Monthly Report

Planning & Economic Development Manager Flood explained that he has met with Ms. Sandra Alvarado numerous times regarding her trailer not complying with the municipal code; Code Enforcement advised Ms. Alvarado that her trailer had to be moved due to its non-compliance with the municipal code; the regulations that have to be followed in order for trailers to be parked on a property within the City; the way Ms. Alvarado's home is built not allowing her to follow those regulations; Code Enforcement enforcing different types of violations throughout the City; Ms. Alvarado being granted an extension of time to move her trailer; meeting with City Attorney Boranian in regards to the issue; moving forward with weed abatements throughout the City; and enforcing garbage bin regulations.

Discussion was held on possible exemptions regarding trailer parking at homes with unusual circumstances; identifying other violators and warning them as well; the need of compliance in regards to trailer parking; a business along Oller Street that cleared their windows of signs; and whether businesses are allowed to have signs covering their windows.

2. Police Department
a) Monthly Report

Chief of Police Andreotti summarized his report including the arrest of an individual involved with auto theft resulting in significantly less auto thefts; the report reflecting the activity of the officers; the status of the Ford Explorer upfitting; various personnel changes within the department; the status of the hiring of the School Resource Officer; and the possibility of acquiring new officer positions through grants.

Discussion was held on the drug problem within the City; the police department's goal to address the drug problem; the increase of officers on foot patrol; the importance of community oriented policing; and thanking Chief Andreotti for his detailed report.

2. City Attorney
a) Update

City Attorney Boranian reported on her discussions with the Mendota Unified School District's (MUSD) attorney in regards to transferring the community center deed to the City; the MUSD attorney following up with the school board in regards to the issue; and the interest of I-5 social services transferring property back to the City.

3. City Manager
a) Report

City Manager DiMaggio reported on receiving a donation from Provost & Pritchard for the upcoming Driver Awareness event; an upcoming FCI-Mendota Community Relations Board meeting; and a Board of Supervisors Special Joint meeting with the City Manager's of various communities that will be held on June 22nd.

Discussion was held on Federal Aviation Administration regulations in regards to crop dusters flying near the City and the possibility of having them come out to the City to investigate the situation.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
Council reports

Councilor Amador thanked staff for their efforts in planning the upcoming Driver Awareness event.

2. Mayor

Mayor Silva reported on an article about unaccompanied immigrant minors utilizing pro bono resources in their efforts to navigate through the immigration enforcement system and the Mendota residents that are featured in the article.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
CA Government Code § 54956.9 (a)
Lisbeth Martinez v. City of Mendota- EEOC Charge No. 485-2015-0024

2. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION
CA Government Code § 54956.9 (a)
City of Mendota/Nationwide (a/s/o DT Locke, Inc.) – Claim No. FR96193

At 7:31 p.m. the Council moved into closed session.

At 7:50 p.m. the Council reconvened in open session and City Attorney Boranian reported that in regards to items 1 and 2 of the closed session, there was nothing to report.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:51 p.m. by Councilor Riofrio, seconded by Councilor Castro; unanimously approved (4 ayes, absent: Valdez).

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
06/05/2015 - 06/17/2015
Check #39511 - 39561

Date	Check #	Amount	Vendor	Department	Description
June 5, 2015	39511	\$750.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	MONTHLY MEDICAL ADMINISTRATIVE FEE FOR JUNE 2015
June 5, 2015	39512	\$260.13	BATTERY SYSTEMS	GENERAL-STREETS	(1) 35-75 BATTERY FOR TRENCHER (PARKS) (2) 65-85 BATTERY FOR ASPHALT MACHINE (STREETS)
June 5, 2015	39513	\$1,000.00	CHICAGO TITLE COMPANY	GENERAL	DEPOSIT FOR APN #013-222-14 (1759 7TH STREET) REAL PROPERTY PURCHASE - ESCROW
June 5, 2015	39514	\$247.12	GUTHRIE PETROLEUM INC.	SEWER	(105) CHEV GEAR COMP 220-CA AND USED OIL FEE - WWTP
June 5, 2015	39515	\$1,045.00	SMECK, ESPARZA & CO.	RDA	ACCOUNTING SERVICES FOR JANUARY 2015 FOR MENDOTA DESIGNATED LOCAL AUTHORITY (REIMBURSABLE)
June 5, 2015	39516	\$1,820.72	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD EXPENSES: 4/28/2015 THROUGH 5/20/2015 (10-KEY RECEIPT PAPER, AIRPORT CARETAKER WATER HEATER, PA SYSTEM CORD)
June 17, 2015	39517	\$97,362.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 6/1/2015 THROUGH 6/14/2015
June 15, 2015	WIRE TRANSFER	\$27,000.00	CITIBANK	GENERAL	WIRE TRANSFER TO BAKER FARMING FOR POLICE DEPARTMENT RENT FOR OCTOBER 2014 THROUGH JUNE 2015
June 17, 2015	39518	\$19.00	PORTOLA HOTEL & SPA	GENERAL	(1) DAY PARKING PASS FOR 2015 MAYORS & CITY COUNCIL EXECUTIVE FORUM JUNE 24-26, 2015 (R. CASTRO)
June 17, 2015	39519	VOID			
June 17, 2015	39520	VOID			
June 17, 2015	39521	\$8,000.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	SELF-FUNDED MEDICAL CLAIM DEPOSIT 6/11/2015
June 17, 2015	39522	\$449.98	AFLAC	GENERAL	AFLAC INSURANCES FOR JUNE 2015
June 17, 2015	39523	\$24.76	AIRGAS USA, LLC	WATER	SMALL CARBON DIOXIDE CYL RENTAL FOR 31 DAYS MAY 2015
June 17, 2015	39524	\$154.53	AMERIPRIDE VALLEY UNIFORM SERVICES	WATER-SEWER	PUBLIC WORKS/UTILITIES UNIFORMS FOR MAY 2015
June 17, 2015	39525	\$3,335.39	AT&T	GENERAL-WATER-SEWER	CITY & PD TELEPHONE SERVICE FOR 2/25/2015 THROUGH 3/23/2015 AND 4/25/2015 THROUGH 5/24/2015
June 17, 2015	39526	\$367.00	AT&T MOBILITY	GENERAL	AIRCARDS FOR 4/20/2015 THROUGH 5/19/2015 (PD)
June 17, 2015	39527	\$594.82	BEST UNIFORM	GENERAL	(1) BADGE HOLDER, (1) CHAIN - (CODE ENFORCEMENT); (3) LIFESAVING AWARDS, (3) LIFESAVING BARS, (3) MEDAL OF VALOR BARS (PD)
June 17, 2015	39528	\$2,096.77	BOGIE'S PUMP SYSTEMS	WATER	(10 75 HP LINCOLN MOTOR, BEARINGS, PLATING MATERIAL, LEAD WIRE, LECTRA CLEAN (PRISON BOOSTER PUMPS)
June 17, 2015	39529	\$572.00	BSK ASSOCIATES	WATER-SEWER	MONTHLY & WEEKLY ANALYSES; DISTRIBUTION AND TREATMENT FOR 6/5/2015 THROUGH 6/10/2015
June 17, 2015	39530	\$350.00	COMMUNITY MEDICAL CENTER	GENERAL	(2) LEGAL BLOOD DRAWS FOR MAY 2015 (PD)
June 17, 2015	39531	\$611.47	CROWN SHORTLOAD CONCRETE	GENERAL-WATER-SEWER	(5) YD CONCRETE AND SACK MIX (PARKS-WATER-SEWER)
June 17, 2015	39532	\$600.00	D&D DISPOSAL INC.	GENERAL	ANIMAL DISPOSAL PICK-UP ON 6/3/2015 AT 3699 BASS AVENUE & 912 MARIE
June 17, 2015	39533	\$364.00	EMPLOYEE RELATIONS	GENERAL-WATER-SEWER	PRE-EMPLOYMENT BACKGROUNDS (D.MILLER, A.TOPETE, E. CASTRO)

**CITY OF MENDOTA
CASH DISBURSEMENTS
06/05/2015 - 06/17/2015
Check #39511 - 39561**

June 17, 2015	39534	\$7,708.33	FIREBAUGH POLICE DEPARTMENT	GENERAL	DISPATCH SERVICES FOR MAY 2015 (PD)
June 17, 2015	39535	\$74.17	MATTHEW FLOOD	GENERAL-WATER-SEWER	MILEAGE REIMBURSEMENT FOR ECONOMIC DEVELOPMENT WORKSHOP-FRESNO, CA; PROVOST & PRITCHARD; CITY ATTORNEY
June 17, 2015	39536	\$9,893.00	FM CONTROLS	SEWER	LOZANO LIFTSTATION TELEMETRY UPGRADE PROJECT
June 17, 2015	39537	\$130.96	FRESNO COUNTY SHERIFF BUSINESS OFFICE	GENERAL	RMS JAIL MANAGEMENT ACCESS FEE FOR MAY 2015 (PD)
June 17, 2015	39538	\$434.31	FRESNO NETWORKS	GENERAL	(3) 2GB MEMORY MODULE INSTALLATIONS (PD)
June 17, 2015	39539	\$4,472.49	GONZALEZ TOWING & AUTO DISMANTILING	GENERAL-WATER-SEWER-STREETS	(2) RIVERSAND TRANSPORT LOAD, (10 11R 22.5 SAILUN-14 PLY TIRE AND INSTALLATION, REPAIR GASKET-BACKHOE
June 17, 2015	39540	\$62.00	ID CARDS, INC.	GENERAL	(3) CUSTOM PVC CARDS DUAL SIDE HOLOGRAM (PD)
June 17, 2015	39541	\$1,090.91	SIMPLOT GROWER SOLUTIONS	STREETS	(9) GAL GOALTENDER EPA# 62719-447 FOR RIGHT-A-WAY WEEDS
June 17, 2015	39542	\$25.03	JENKINS & HOGIN, LLP	GENERAL	SPECIAL SERVICES FOR NON-PROFIT ORGANIZATION STATUS
June 17, 2015	39543	\$176.00	KERWEST INC.	GENERAL	LEGAL NOTICE FOR PUBLIC WORKSHOP ON MULTIJURISDICTION; CLASSIFIED ADVERTISEMENT FOR AWOP 6/10 & 6/17
June 17, 2015	39544	\$50.00	LOS AMADORES	GENERAL	SYMPATHY ARRANGEMENT FOR ED PETRY FAMILY
June 17, 2015	39545	\$48,355.10	MID VALLEY DISPOSAL, INC.	REFUSE	SANITATION CONTRACT SERVICES FOR MAY 2015
June 17, 2015	39546	\$1,686.87	NORTHSTAR CHEMICAL	WATER	(800) GALLON SODIUM HYPOCHLORITE 12.5% (WATER)
June 17, 2015	39547	\$42.61	OFFICE DEPOT	GENERAL-WATER-SEWER	PENS, FOLDERS, SEALING TAPE, (1) CASHBOX MONEY TRAY
June 17, 2015	39548	\$19.00	PORTOLA HOTEL & SPA	GENERAL	(1) DAY PARKING PASS FOR 2015 MAYORS & CITY COUNCIL EXECUTIVE FORUM JUNE 24-26, 2015 (R. SILVA)
June 17, 2015	39549	\$25,165.96	PROVOST & PRITCHARD	GENERAL-STREETS	6TH STREET PROFESSIONAL SERVICES FOR MARCH & APRIL 2015; PLANNING SERVICES FOR 4/30/2015; PASS-THRU PROJECTS
June 17, 2015	39550	\$7,923.96	RAIN FOR RENT	WATER	WELL M2 25 HP BERKELY SUB PUMP - 1300 2ND STREET
June 17, 2015	39551	\$20.00	RAMON'S TIRE & AUTO SERVICE	GENERAL	(1) LEFT FRONT TIRE REPAIR AND WHEEL BALANCE UNITM#89
June 17, 2015	39552	\$2,725.00	CHARLES E. SANDOVAL	GENERAL	ABATEMENT: HWY 33 & BASS AVE; 630 RIOFRIO, 1084 OLLER, 707 JUANITA, 7TH & KATE, 667 LOLITA, 4TH STREET, 1067 & 1079 PUCHEU
June 17, 2015	39553	\$887.19	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULIT-DEPT. SUPPLIES FOR MAY 2015: SAFETY GLOVES, WRENCH, NYLON HOSE, BUNGEE CORDS, PVC COUPLER, ELBOW, TOWELS, NUTS
June 17, 2015	39554	\$500.00	TECH-MASTER PEST MANAGEMENT	GENERAL-WATER-SEWER	PEST CONTROL SERVICES FOR MAY 2015 FOR ALL CITY FACILITIES
June 17, 2015	39555	\$270.00	THE BUSINESS JOURNAL	STREETS	PUBLIC NOTICE FOR REQUEST FOR BIDS FOR 6TH STREET PROJECT
June 17, 2015	39556	\$150.00	UNITED HEALTH CENTERS	WATER-SEWER	PRE-EMPLOYMENT EXAMS (D.MILLER, C. ESTRADA)
June 17, 2015	39557	\$165.45	USA BLUEBOOK	WATER-SEWER	(4) DIAMOND GRIP POWDER GRIP GLOVES AND HAND SANITZER
June 17, 2015	39558	\$1,271.64	VERIZON WIRELESS	GENERAL-WATER-SEWER	(10) GPS DIAGNOSTICS, (1) 9-PIN HARNESS FOR PUBLIC WORKS/UTILITIES FLEET

CITY OF MENDOTA
 CASH DISBURSEMENTS
 06/05/2015 - 06/17/2015
 Check #39511 - 39561

June 17, 2015	39559	\$130.40	VETERINARY MEDICAL CENTER	GENERAL	(7) EUTHANASIA (1) MEDICAL WASTE FEE 6/12/2015
June 17, 2015	39560	\$1,301.95	VULCAN MATERIALS COMPANY	STREETS	(3.39) ST 1/2 INC HMA TYPE A ASPHALT, (10.01) ST 1/2 IN HMA TYPE A ASPHALT, (6.40) ST 3/8 CM SC3000 ASPHALT
June 17, 2015	39561	\$63.53	ZEE MEDICAL SERVICE	GENERAL-WATER-SEWER	PUBLIC WORKS AND WATER TREATMENT PLANT MEDICAL CABINET REFILL ON 5/28/2015

\$261,820.55

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JEFFREY O'NEAL, AICP – CITY PLANNER
VIA: VINCENT DIMAGGIO, CITY MANAGER
SUBJECT: INTRODUCTION AND WAIVING OF THE FIRST READING OF ORDINANCE NO. 15-08,
ZONING TEXT AMENDMENTS TO IMPLEMENT THE PROVISIONS OF CALIFORNIA
SENATE BILL 2
DATE: JUNE 23, 2015

SUMMARY

In order for the California Department of Housing and Community Development to consider certification of the City's Housing Element update, the City must first incorporate the provisions of SB 2 into its Zoning Ordinance. The provisions of SB 2 require that the City make accommodations for supportive and transitional housing and emergency shelters. Consistent with SB 2, proposed Ordinance No. 15-08 would amend the zoning text to permit supportive and transitional housing by-right in all residential zones and that emergency shelters permitted within the M-1 Light Manufacturing Zone subject to approval of a management plan. The proposed amendments are exempt from CEQA under the "common sense" provision (CCR §15061(b)(3)).

BACKGROUND & PROPOSAL

The State of California has determined that provision of opportunities for supportive and transitional housing and locations for emergency shelters is a matter of statewide concern. Senate Bill (SB) 2, which took effect on January 1, 2008, requires that cities and counties allow the operation of supportive and transitional housing within all residential zone districts and amend the zoning regulations of at least one zone district to allow operation of emergency shelters. The specific definitions of these terms are contained within attached Ordinance No. 15-08.

California law (Government Code §§65302(c) and 65580 et seq.) requires that as part of its General Plan the City prepare, adopt, and update a Housing Element at regular intervals. The Housing Element describes demographic characteristics, status and location of residential land, governmental and market-related constraints to providing housing, and the City's policies related to ensuring housing to all segments of its population. The City's Housing Element was last updated in 2004, and it is currently in the process, along with the County of Fresno and 11 of its cities, of preparing a multijurisdictional Housing Element to comply with the 2015 update requirement.

The Housing Element is the only component of a City's General Plan that is subject to formal review and certification by an outside entity: the California Department of Housing and Community Development (HCD). HCD has stated that it will not consider certification of the City's Housing Element later this year until the City has complied with the provisions of SB 2.

In general terms, supportive and transitional housing serve a "target population" of persons who may be homeless, elderly, impoverished, or who meet other conditions who are in need of secure, longer-term housing, while emergency shelters are facilities and accessible to persons on a shorter-term basis. Supportive housing is intended to provide both housing and services to assist residents with improving their health and/or acquiring and maintaining employment. There is no limit of stay. Transitional housing comprises a building or buildings configured as rental housing. It is operated under program parameters such that residents may stay for a minimum of six months from the beginning of assistance. Emergency shelters are intended as short-term, temporary housing for homeless or displaced persons, with a maximum stay of six total months within any consecutive 12-month period.

Unlike with supportive and transitional housing, which the City is required to allow in any residential zone district without any special permitting requirements (i.e. they are subject to the same standards and regulations as typical housing within a particular zone), emergency shelters may be restricted to a specific zone district provided that the City has sufficient properties within that zone to accommodate emergency shelters. For example, Mendota could not establish the S-C (Special Commercial) zone as the location for shelters, because no property within Mendota is zoned S-C. HCD recommends that emergency shelters be allowed within a city's light industrial areas; accordingly, staff proposes that they be permitted within Mendota's M-1 (Light Manufacturing) zone. There is ample vacant M-1 property throughout the City to meet the requirements of SB 2. Further, shelters are subject to a management plan, the proposed provisions of which are also described in Ordinance No. 15-08.

Since the proposed text changes related to the Zoning Ordinance, both state law and City ordinance require that the Planning Commission first consider the modifications, and then make a recommendation to the City Council. At a special meeting on June 8, 2015, the Planning Commission adopted Resolution No. PC 15-05, which is attached for the Council's reference, and recommends adoption of the zoning text changes contained within Ordinance No. 15-08.

At this time, staff has brought Ordinance No. 15-08 to the City Council for introduction and waiver of the first reading. It would, as mentioned, add definitions for "emergency shelter", "supportive housing", "target population", and "transitional housing"; add emergency shelters as a permitted use in the M-1 Zone District; and create a new section detailing the development standards and management plan requirements for emergency shelters.

ENVIRONMENTAL ASSESSMENT

The first step in complying with the California Environment Quality Act is to determine whether the activity in question constitutes a "project" as defined in CEQA. The second step is to determine whether the project is subject to or exempt from the statute. This proposal does qualify as a project under CEQA, as enacting or amending a zoning ordinance is specifically

referenced in CEQA Guidelines §15378. However, the proposed ordinance amendment does not approve or otherwise authorize any specific activity that could result in a physical change to the environment; it is solely an amendment to regulations. In cases where it can be shown with certainty that the project being considered has no possibility of causing a significant impact to the environment, the project is not subject to CEQA as indicated in Guidelines §15061(b)(3).

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of Ordinance No. 15-08, and set a public hearing date for July 14, 2015.

PLANNING COMMISSION
OF THE CITY OF MENDOTA
FRESNO COUNTY, CALIFORNIA

RESOLUTION No. PC 15-05

**A RESOLUTION OF THE CITY OF MENDOTA PLANNING COMMISSION RECOMMENDING
THAT THE MENDOTA CITY COUNCIL APPROVE ZONING TEXT AMENDMENTS TO ESTABLISH
COMPLIANCE WITH THE PROVISIONS OF CALIFORNIA SENATE BILL 2 (SUPPORTIVE AND
TRANSITIONAL HOUSING AND EMERGENCY SHELTERS)**

WHEREAS, at a special meeting on June 8, 2015, the Mendota Planning Commission did conduct a public hearing to consider testimony regarding proposed zoning text amendments related to the provisions of California Senate Bill 2; and

WHEREAS, Senate Bill 2 became effective on January 1, 2008, and requires that cities make accommodations within their zoning ordinances for the establishment of supportive housing, transitional housing, and emergency shelters; and

WHEREAS, the City of Mendota has not to this point amended the text of its zoning ordinance to make the required accommodations; and

WHEREAS, a notice of said public hearing was published in the May 29, 2015 edition of *The Business Journal* and said notice was posted on the City Hall bulletin window; and

WHEREAS, unless and except where limited by the general laws of the State of California the City of Mendota is empowered by the California Constitution to protect the health, safety, and general welfare of its citizens; and

WHEREAS, to that end, the City has established a codified Zoning Ordinance that, among other things, divides the City into various zoning districts, each permitting or conditionally permitting numerous residential, commercial, industrial, and other uses consistent with the City's General Plan, and establishes development standards applicable within each of those zoning districts; and

WHEREAS, the proposed zoning text changes contained in Attachment "A" to this Resolution will provide for the establishment of supportive housing, transitional housing, and emergency shelters; and

WHEREAS, the Planning Commission finds that the proposed amendments are needed in order for the City of Mendota to comply with a State mandate; and

WHEREAS, pursuant to Mendota Municipal Code §17.08.040, any amendment to the text of the Zoning Ordinance must be considered by the Planning Commission, which will render a recommendation of approval or denial to the City Council; and

WHEREAS, the Planning Commission has determined that the proposed text amendments consist solely of changes to regulations, would not authorize or approve any development, have no potential to significantly impact the environment, and are therefore not subject to the California Environmental Quality Act (CEQA) as indicated in CEQA Guidelines §15061(b)(3).

NOW, THEREFORE BE IT RESOLVED that the City of Mendota Planning Commission does hereby recommend that the City Council adopt the zoning text amendments contained in Attachment "A", which is attached hereto and incorporated herein.

PASSED AND ADOPTED by the Planning Commission of the City of Mendota at a special meeting held on the 8th day of June, 2015, upon a motion by Commissioner Garcia, a second by Commissioner Gamez, and by the following vote:

AYES: 4- Chairperson Luna, Vice-Chairperson Quintanar, Commissioners Gamez and Garcia.
NOES: 0
ABSTAIN: 0
ABSENT: 1- Commissioner Escobedo.

ATTEST:



Juan Luna, Chair



Matt Flood, City Clerk



ATTACHMENT "A"

BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
SECTIONS 17.04.110 AND 17.60.020 OF AND
ADDING SECTION 17.88.025 TO TITLE 17
OF THE MENDOTA MUNICIPAL CODE
RELATED TO EMERGENCY SHELTERS AND
SUPPORTIVE AND TRANSITIONAL HOUSING

ORDINANCE NO. 15-08

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

Section 1. Subsection 17.04.110(C) of Section 17.04.110 of Chapter 17.04 of Title 17 the Mendota Municipal Code is hereby amended to add and amend definitions as follows:

"Emergency shelter" means housing with minimal support for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

"Supportive housing " means housing with no limit on length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. Supportive housing is a residential use, and is allowed in all districts that allow residential uses subject only to the requirements and restrictions that apply to other residential uses of the same type in the same district.

"Target population" means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code §4500 et seq.), and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

"Transitional housing" means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing is a residential use, and is allowed in all districts that

ATTACHMENT "A"

allow residential uses subject only to the requirements and restrictions that apply to other residential uses of the same type in the same district.

Section 2. Section 17.60.020 of Chapter 17.60 of Title 17 of the Mendota Municipal Code is hereby amended by addition of the following:

O. *Emergency shelters, subject to the provisions of §17.88.025.*

Section 3. Section 17.88.025 of Chapter 17.88 of Title 17 of the Mendota Municipal Code is hereby created to read in its entirety as follows:

17.88.025 *Emergency shelters.*

In addition to the development standards of the underlying zone district, emergency shelters shall be subject to the standards set forth in this section. In the event of conflict between this section and the underlying zone district standards, the provisions of this section shall apply. Nothing in this section modifies the requirements for approval of or the development standards applicable to a religious facility as otherwise provided in this code.

- A. *Licensing compliance.*** *An emergency shelter shall comply at all times with any and all local, state, and federal licensing as required for any program incidental to the shelter.*
- B. *Physical characteristics.*** *Emergency shelters shall:*
 - 1. *Comply with applicable housing and building code requirements.***
 - 2. *Have onsite security during all hours when the facility is open at a minimum ratio of one licensed security guard per twenty persons, or portion thereof, utilizing the facility.***
 - 3. *Provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall be deflected away from nearby or abutting residential uses and public rights-of-way.***
 - 4. *Provide secure areas for personal property.***
- C. *Number of beds.*** *The number of beds provided at an emergency shelter, and the corresponding number of persons served simultaneously, shall not exceed forty.*
- D. *Term of stay.*** *The maximum term that a particular person may stay at an emergency shelter shall not exceed an aggregate of six months within any consecutive twelve-month period.*
- E. *Parking.*** *Emergency shelters shall provide onsite parking at rate of two spaces per facility for staff plus one space per six beds or portion thereof.*
- F. *Management plan.*** *A management plan is required as part of the application for an emergency shelter. The plan shall address management experience, good neighbor issues, transportation, client supervision, client services, and food services, and shall include a floor plan and site plan to demonstrate compliance with the*

ATTACHMENT "A"

physical requirements of this section. In the event that any changes to the operation or the physical facility are proposed, the operator shall submit a revised management plan to the city planner for review and consideration. The city council may establish a fee by resolution to cover the administrative review costs associated with review of the management plan.

Section 4. The City Council of the City of Mendota hereby finds that the text amendments contained herein solely constitute changes to regulations, and do not authorize or approve any development or physical changes. As such, they have no potential to significantly affect the environment, and are therefore not subject to the California Environmental Quality Act (CEQA) as indicated in CEQA Guidelines §15061(b)(3).

Section 5. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Mendota City Council hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional.

Section 6. 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.

Section 7. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

The foregoing ordinance was introduced on the XXth day of July, 2015 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the XXth day of July, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

ATTACHMENT "A"

Matt Flood, City Clerk

APPROVED AS TO FORM:

Meggin Boranian, City Attorney

DRAFT

BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA

AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
SECTIONS 17.04.110 AND 17.60.020 OF AND
ADDING SECTION 17.88.025 TO TITLE 17
OF THE MENDOTA MUNICIPAL CODE
RELATED TO EMERGENCY SHELTERS AND
SUPPORTIVE AND TRANSITIONAL HOUSING

ORDINANCE NO. 15-08

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

Section 1. Subsection 17.04.110(C) of Section 17.04.110 of Chapter 17.04 of Title 17 the Mendota Municipal Code is hereby amended to add and amend definitions as follows:

“Emergency shelter” means housing with minimal support for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

“Supportive housing ” means housing with no limit on length of stay that is occupied by the target population and that is linked to onsite or offsite services that assist residents in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. Supportive housing is a residential use, and is allowed in all districts that allow residential uses subject only to the requirements and restrictions that apply to other residential uses of the same type in the same district.

“Target population” means persons with low incomes who have one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health condition, or individuals eligible for services provided pursuant to the Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code §4500 et seq.), and may include, among other populations, adults, emancipated minors, families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, and homeless people.

“Transitional housing” means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six months from the beginning of the assistance. Transitional housing is a residential use, and is allowed in all districts that

allow residential uses subject only to the requirements and restrictions that apply to other residential uses of the same type in the same district.

Section 2. Section 17.60.020 of Chapter 17.60 of Title 17 of the Mendota Municipal Code is hereby amended by addition of the following:

O. Emergency shelters, subject to the provisions of §17.88.025.

Section 3. Section 17.88.025 of Chapter 17.88 of Title 17 of the Mendota Municipal Code is hereby created to read in its entirety as follows:

17.88.025 Emergency shelters.

In addition to the development standards of the underlying zone district, emergency shelters shall be subject to the standards set forth in this section. In the event of conflict between this section and the underlying zone district standards, the provisions of this section shall apply. Nothing in this section modifies the requirements for approval of or the development standards applicable to a religious facility as otherwise provided in this code.

- A. Licensing compliance. An emergency shelter shall comply at all times with any and all local, state, and federal licensing as required for any program incidental to the shelter.***
- B. Physical characteristics. Emergency shelters shall:***
 - 1. Comply with applicable housing and building code requirements.***
 - 2. Have onsite security during all hours when the facility is open at a minimum ratio of one licensed security guard per twenty persons, or portion thereof, utilizing the facility.***
 - 3. Provide exterior lighting on pedestrian pathways and parking lot areas on the property. Lighting shall be deflected away from nearby or abutting residential uses and public rights-of-way.***
 - 4. Provide secure areas for personal property.***
- C. Number of beds. The number of beds provided at an emergency shelter, and the corresponding number of persons served simultaneously, shall not exceed forty.***
- D. Term of stay. The maximum term that a particular person may stay at an emergency shelter shall not exceed an aggregate of six months within any consecutive twelve-month period.***
- E. Parking. Emergency shelters shall provide onsite parking at rate of two spaces per facility for staff plus one space per six beds or portion thereof.***
- F. Management plan. A management plan is required as part of the application for an emergency shelter. The plan shall address management experience, good neighbor issues, transportation, client supervision, client services, and food services, and shall include a floor plan and site plan to demonstrate compliance with the***

physical requirements of this section. In the event that any changes to the operation or the physical facility are proposed, the operator shall submit a revised management plan to the city planner for review and consideration. The city council may establish a fee by resolution to cover the administrative review costs associated with review of the management plan.

Section 4. The City Council of the City of Mendota hereby finds that the text amendments contained herein solely constitute changes to regulations, and do not authorize or approve any development or physical changes. As such, they have no potential to significantly affect the environment, and are therefore not subject to the California Environmental Quality Act (CEQA) as indicated in CEQA Guidelines §15061(b)(3).

Section 5. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Mendota City Council hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional.

Section 6. 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.

Section 7. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

* * * * *

The foregoing ordinance was introduced on the 23rd day of June, 2015 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 14th day of July, 2015 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

Meggin Boranian, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, PLANNING AND ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: PARTICIPATION IN THE OIL PAYMENT PROGRAM 6 (OPP6)
DATE: JUNE 23, 2015

BACKGROUND

The City of Mendota has participated in a program run by Fresno County called the Oil Payment Program (OPP). This program allows businesses to register with Fresno County and receive reimbursement for accepting used oil.

The County has coordinated this program for over 20 years and is currently preparing another application for OPP, cycle 6. As usual, they are planning to be the lead agency on the program application to the California Department of Resources Recycling and Recovery (CalRecycle), and are asking for Letters of Authorization from cities that wish to participate.

Attached is that Letter of Authorization for Council consideration.

FISCAL IMPACT

None.

RECOMMENDATION

Council adopt Resolution No. 15-42, approving the issuance of the Letter of Authorization to Fresno County for the submittal of an application for the Oil Payment Program 6 (OPP6) from the California Department of Resources Recycling and Recovery (CalRecycle).

Notable Successes of the Fresno County Used Oil Program....

The Fresno County Used Oil Program has been a success thanks to your jurisdiction's commitment to continuing our partnership through the Oil Payment Program. This past grant cycle year, we focused on promoting three (3) key messages:

- Targeting the Do-It-Yourselfer by encouraging him/her to recycle the used oil and filter after finishing an oil change.
- Encouraging Do-It-Yourselfers to utilize one of the many Certified Collection Centers in their communities throughout the County. Do-It-Yourselfers can visit the [County Used Oil](#) website to find the location of a Certified Collection Center in their area.
- Promoting the "Check Your Number" campaign by encouraging residents to challenge the "3,000 Mile Myth." Advances in automotive technology have allowed most vehicles to well exceed the 3,000 mile oil change interval. Residents can go to the [Check Your Number](#) website where they can look up the oil change interval for their specific car, truck, van, or SUV.

Additionally, the Fresno County Used Oil Program has been able to support 30 Certified Collection Centers in the 14 cities and unincorporated areas of Fresno County which accept used oil and filters from residents countywide. This past cycle year, an excess of 31,000 gallons of used oil and over 10,700 used oil filters were collected at no cost to the Certified Collection Centers.

Outreach, Education, and Promoting the Certified Collection Centers

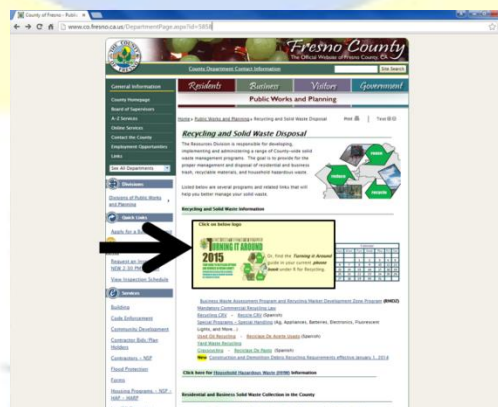
One of the major aspects of the Fresno County Used Oil Program is to provide outreach and education to the residents and Do-It-Yourselfers throughout the County. In order to accomplish this, we have focused on promoting the Certified Collection Centers through mass media advertising and through community outreach events. Outreach and education have been provided in the following ways:

- ...through a major radio advertising campaign targeting English and Spanish speaking residents with Cumulus Media, I Heart Media, and Lotus Fresno on major stations such as KMJ AM/FM, Mega 97.9, B95, 103.7 The Beat, 102.7 The Wolf, Soft Rock 98.9, La Preciosa, La Buena, and Los Exitos. Cumulus Media allowed the Fresno County Used Oil Program to reach over 130,000 residents per week. I Heart Media allowed the Program to capture over 114,000 residents per week, including over 12,000 Spanish speaking residents on La Preciosa. Lotus Fresno allowed the Program to reach 116,000 Spanish speaking residents per week.
- ...At Fresno State Baseball and Softball games, attended by multiple residents throughout the County's cities and unincorporated areas during in-game announcements, at informational booths, on the [Bulldog Athletics](#) website, and through "V-Mail" email marketing messages to valley Fresno State fans. Fresno

State fans are represented countywide. Approximately 40 percent of Fresno State fans reside within the 14 cities of Fresno County. The Program was able to reach over 22,000 fans attending Baseball and Softball games, 40,000 fans subscribing to V-Mail, and 120,000 fans of the [Bulldog Athletics](#) website.



- o ...in the YP and Valley Yellow Pages phone directories in both print and electronic formats. This directory provides locations where residents can take their various recyclable materials, including used oil and filters. Certified Collection Centers are provided the benefit of advertising and are listed free of charge.
- o ...on the County's website under the link for the Department of Public Works and Planning's recycling guide [Turning It Around, Your Guide to Recycling Options and Services in Fresno County](#) . The County had over 1,700 unique visitors to its used oil recycling website this past year.



- o ...at informational presentation booths at community events within Fresno County.



- ...The Program provides outreach to residents who utilize the County's Regional Household Hazardous Waste Facility at the American Avenue Disposal Site in Kerman, CA. The Facility serves all residents of the 15 cities and the unincorporated areas of the County. In the past, the Used Oil Program partially funded the installation of used oil collection equipment at the Facility. To date, 180 residents have utilized the Facility to dispose of their used oil since August of 2014 when the Facility opened to the public.

Thank you again for your valued commitment. We look forward to continuing our partnership in the Used Oil Program by supporting our communities' Certified Collection Centers and educating residents and Do-It-Yourselfers on proper used oil and filter disposal!



**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 CITY MANAGER TO SIGN A LETTER
OF AUTHORIZATION ALLOWING FRESNO
COUNTY TO SUBMIT A REGIONAL
APPLICATION FOR THE OIL
PAYMENT PROGRAM, CYCLE 6 (OPP6)**

RESOLUTION NO. 15-42

WHEREAS, the County of Fresno for the past 20 years has acted as lead applicant for the region in submitting grant applications to the California Department of Resources Recycling & Recovery (CalRecycle) for assistance in disposing of used oil; and

WHEREAS, Fresno County requests a letter of authorization to memorialize the city of Mendota's participation in the grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota authorizes the City Manager to sign a letter of authorization, committing to participating in this regional grant.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015 by the following vote:

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

Matt Flood, City Clerk



CITY OF MENDOTA

"Cantaloupe Center Of The World"

June 23, 2015

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

Dear CalRecycle:

RE: Letter of Authorization for the Oil Payment Program, Cycle 6 (OPP6) Grant

I am the City Manager for the City of Mendota and am authorized to contractually bind the City of Mendota. Pursuant to this authority, I hereby authorize the County of Fresno to submit a regional Oil Payment Program (OPP) application and to act as Lead Agency on behalf of the City of Mendota. The County of Fresno is hereby authorized to execute all documents necessary to implement and secure payment under the OPP program.

Sincerely,

Vincent F. DiMaggio
City Manager
City of Mendota
(559) 655-3291

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MATT FLOOD, PLANNING AND ECONOMIC DEVELOPMENT MANAGER
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: RENEWAL OF THE RECYCLING MARKET DEVELOPMENT ZONE (RMDZ)
DATE: JUNE 23, 2015

BACKGROUND

Fresno County recently submitted an application to re-designate the whole area of Fresno County as a Recycling Market Development Zone. Calrecycle has now required the County to provide resolutions of support from the 15 cities in order to fulfill the request.

The main purpose of this zone is to provide incentives for manufacturers that produce products with recycled material. The designation of an RMDZ currently lasts 10 years.

FISCAL IMPACT

None.

RECOMMENDATION

Council adopt Resolution No. 15-43, supporting the re-designation of Fresno County as an RMDZ.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA
SUPPORTING THE RENEWAL OF
FRESNO COUNTY RMDZ AS A
RECYCLING MARKET
DEVELOPMENT ZONE.**

RESOLUTION NO. 15-43

WHEREAS, California Public Resources Code Section 42010, et seq. provide for the establishment of the Recycling Market Development Zone (RMDZ) program throughout the State which provides incentives to stimulate development of post-consumer and secondary materials markets for recyclables; and

WHEREAS, all California jurisdictions must meet a 50% reduction in landfill waste disposal as mandated by the California Integrated Waste Management Act; and

WHEREAS, the Fresno County RMDZ includes designated areas in Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma; and

WHEREAS, the Fresno County RMDZ is dedicated to establishing, sustaining and expanding recycling-based manufacturing businesses, which is essential for market development, and to assist these jurisdictions in meeting the established landfill waste reduction goals; and

WHEREAS, the designation of Fresno County RMDZ expired on February 23, 2015; and

WHEREAS, the City of Mendota desires existing and new recycling-based manufacturing businesses located within the Fresno County RMDZ to be eligible for the technical and financial incentives associated with the RMDZ program; and

WHEREAS, the renewal of Fresno County RMDZ as a RMDZ is still necessary to facilitate local and regional planning, coordination, and support existing recycling-based manufacturing businesses, as well as attract private sector recycling investments to the RMDZ; and

WHEREAS, the continued development of local markets for recycled materials would reduce the need to transport them out of the region in the future; and

WHEREAS, the current and proposed waste management practices and conditions are favorable to the development of post-consumer and secondary waste materials markets; and

WHEREAS, the California Legislature has defined environmental justice as "the fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies" [Government Code section 65040.12(e)], and has directed the California Environmental Protection Agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state [Public Resources Code section 71110(a)]; and

WHEREAS, CalRecycle has adopted a goal to continuously integrate environmental justice concerns into all of its programs and activities; and

WHEREAS, Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma have agreed to submit an application to CalRecycle requesting renewal as an RMDZ; and

WHEREAS, Fresno County has agreed to act as Lead Agency for the proposed renewal of the RMDZ; and

WHEREAS, in accordance with the California Environmental Quality Act (CEQA), Fresno County has determined that this re-designation is exempt from CEQA; and

WHEREAS, the City of Mendota finds there are no grounds for the City of Mendota to assume the Lead Agency role or to prepare an environmental document, which will be the responsibility of the County of Fresno; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota, as a designated area, supports the renewal of Fresno County RMDZ as an RMDZ and directs the Chairman of the Board of Supervisors of the County of Fresno, or his/her designee, to submit an application to CalRecycle requesting renewal of Fresno County RMDZ) as a RMDZ which includes Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, and Selma.

BE IT FURTHER RESOLVED THAT, the City of Mendota urges Fresno County to administer the RMDZ program in a manner that seeks to ensure the fair treatment of people of all races, cultures and incomes, including but not limited to soliciting public participation in all communities within the RMDZ, including minority and low income populations.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILORS
FROM: CHARLES W. JOHNSON, DIRECTOR OF SUPPORT OPERATIONS
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: POLICE OFFICERS' ASSOCIATION UNION NEGOTIATED CONTRACT
DATE: JUNE 23, 2015

BACKGROUND

The Memorandum of Understanding (MOU) between the City of Mendota and the Mendota Police Officers' Association (MPOA) will expire on June 30, 2015. The City and MPOA expressed an interest in entering into a successor MOU. The parties have met and conferred in good faith and agreed on terms of a new MOU.

The City and MPOA has reached a Tentative Agreement with changes in the following areas:

Term: The term of the Agreement will be from July 1, 2015 to June 30, 2017.

Cost of Living Adjustment (COLA): All members of each classification shall receive a five (5) percent COLA increase.

Unit Description: Police Sergeants will be recognized as members covered under the MOU.

Work Schedule and Overtime Compensation: Members will receive overtime pay for all hours worked in excess of eighty-four (84) hours within a fourteen (14) day work period.

Holidays: All members will be provided with an additional eight (8) hours of holiday pay to reflect the added holiday of Cesar Chavez Day.

Health Reimbursement Account (HRA): MPOA members will be eligible to receive a \$600.00 HRA per fiscal year.

Bilingual Pay: All eligible officers shall receive a three (3) percent bilingual pay incentive to their base pay upon successful completion of a competency language examination determined by the City.

Court Standby/On-Call Pay: All officers will be paid one (1) hour of additional base salary rate for every four (4) hours in which there is any Court Standby/On-Call time.

Court Time: Court time will be available to those officers that are required to appear in court as a witness to testify as to matters discovered in the course of duty. Compensation shall be the greater of minimum of two (2) hours overtime or time spent at work location.

By majority vote of its membership, the MPOA has ratified the MOU. A copy of the MOU is attached (Exhibit 1).

RECOMMENDATION

Council approval to enter into the attached Memorandum of Understanding with the Police Officers' Association, and authorize and ratify the authorization for the City Manager to execute the agreement and adoption of Resolution No. 15-45.

ATTACHMENTS/EXHIBITS

1. Resolution 15-45
2. MOU

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA, APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND
THE MENDOTA POLICE OFFICERS
ASSOCIATION**

RESOLUTION 15-45

WHEREAS, the City Council of the City of Mendota desires to adopt the terms and conditions of the Memorandum of Understanding for the Mendota Police Officers' Association; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby resolve as follows:

SECTION 1. Resolution No. 15-45 is hereby adopted to incorporate the changes to the terms and conditions of the MOU, as reflected in Exhibit 1 attached hereto.

SECTION 2. The changes to Exhibit 1 shall be effective as of July 1, 2015, unless otherwise specifically indicated within Exhibit 1.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

EXHIBIT 1

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MENDOTA AND OPERATING ENGINEERS LOCAL UNION
NO. 3, ON BEHALF OF THE MENDOTA POLICE OFFICERS ASSOCIATION

July 1, 2015– June 30, 2017

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**ARTICLE I
(PREAMBLE)**

A. Preamble

This Memorandum of Understanding (“Agreement”) is entered into by the City of Mendota (hereafter referred to as the “City”) and the Mendota Police Officers Association (hereafter referred to as “MPOA” or the “Association”) and Operating Engineers Local Union No. 3 (hereafter referred to as “OE3” or the “Union”). This Agreement is governed by Sections 3500-3510 of the Government Code of the State of California (otherwise known as the “Meyers-Milias-Brown Act” or “MMBA”), and the City’s Personnel Rules, ordinances, policies, rules, or other regulations. In the event of any conflict between the laws under the MMBA and this Agreement, the City’s Personnel Rules, ordinances, policies, rules or other regulations, the laws under the MMBA shall govern.

B. Purpose

The purpose of this Agreement is to promote harmonious relations between the City, the Association, and the Union; to establish an equitable and peaceful procedure for the resolution of differences; and to establish wages, hours of work and other terms and conditions of employment.

C. Past Practices

The parties agree that this Agreement supersedes any past practice expressly covered by this Agreement, but does not affect any other written understanding agreed to by the parties that is not expressly addressed in this Agreement.

D. No Abrogation of Rights

The parties acknowledge that the City’s and Union’s responsibilities and rights as indicated in the City’s Personnel Rules, Mendota Police Department Policy Manual, ordinances, policies, rules, or other laws and regulations are not abrogated by the adoption of this Agreement.

E. Term

The term of this Agreement will be July 1, 2015 to June 30, 2017. There shall be no additional request made for a wage reopener for the fiscal year of 2016/17.

**ARTICLE II
(MANAGEMENT RIGHTS)**

A. Management Rights

It is understood and agreed that the City retains all of its powers and authority to direct, manage,

and control its operations to the full extent of the law. These powers and authority include but are not limited to:

1. Directing the work of Employees;
2. Hiring, discharging, promoting, demoting, transferring, laying off, assigning, reassigning, and classifying Employees;
3. Disciplining Employees for cause;
4. Taking all actions as may be necessary to carry out the mission of the City;
5. Determining the methods, means and personnel by which operations are to be conducted; and
6. Determining the budget, organization, merits, necessity, and level of any activity or service provided to the public.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, will be limited only by the express terms of this Agreement.

ARTICLE III (RECOGNITION)

A. Recognition

The City acknowledges the Union, representing the MPOA, as the sole and exclusive recognized employee organization representing employees covered under this Agreement. The Union and the City agree to meet and confer in good faith promptly upon request by the other party and to continue for a reasonable amount of time in order to freely exchange information, opinions and proposals and endeavor to reach agreement on matters within the scope of representation under the MMBA as related to employees covered under this Agreement.

B. Unit Description

The bargaining unit of employees defined for the purpose of this Agreement will mean full-time Sergeants, Corporals and Police Officers (hereinafter referred to as “Employees”) employed by the City, excluding temporary, seasonal, confidential, and management employees. Management employees shall be considered to include the rank of Lieutenant up to the Chief of Police.

C. Union Officers and Representatives

Association Officers and Union representatives agree to work with the City Manager or his/her designee as the agent of the City in all matters related to grievances (in accordance with Article

VII of this Memorandum of Understanding), the interpretation of this Agreement, and any and all negotiations for successor agreements.

D. Association/Union Rights

The Association/Union shall have the following rights and responsibilities:

1. The City shall not interfere with nor discriminate against any employee by reason of his/her membership in the Union and/or Association, or by reason of any activity required by this Agreement.
2. The City shall not intimidate any employee or attempt to restrain any employee or attempt to limit the full and free expression of Employees' rights to participate in Union and/or Association's lawful activities.
3. The City shall deduct Association membership dues and assessments, the amount to be designated by the Association, and any other mutually agreed upon payroll deductions each pay period from the pay of member Employees. The dues or other mutually agreed payroll deductions must first be authorized in writing by the Employee on an authorization card acceptable to the City.

The Employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the deduction authorized, or no deduction shall be made by the City. When an Employee is on an unpaid status for an entire pay period, no deduction shall be made from future earnings to cover that pay period, nor will the Employee be required to deposit the amount which would have been made in paid status during that period.

The deduction check covering all such deductions shall be transmitted to the Association & Union at least once monthly and made payable to: Operating Engineers Local Union No. 3.

The Union and/or Association agree to hold the City harmless and indemnify the City against any claims, causes of action or lawsuits arising out of the deductions or transmittal of such funds to the Union and/or Association, except the intentional failure of the City to transmit moneys deducted from Employees to the Union and/or Association pursuant to this section of the Agreement.

4. Except in cases of emergency as provided in this subsection, the Union, if affected, shall be given reasonable advance notice of ordinance, resolution, rule or regulation directly and primarily relating to matters within the scope of representation proposed to be adopted by the City and shall be given the opportunity to meet with the appropriate management representatives. In cases of emergency, the City shall make its best effort to notify the Association on the first business day after the emergency.

5. The City shall provide officers of the Association and the officially designated representatives of the Union reasonable access to employee work locations, with prior Department Head and City Manager notification and approval for the purpose of processing

grievances or contacting Employees of the Association concerning issues within the scope of representation.

**ARTICLE IV
(STATUS OF EMPLOYEES)**

A. Status of New Employees

A new Employee shall be on probation in accordance with Section II.A.20 of the City's Personnel Rules.

B. Status of Employees Who are Promoted

Any Employee rejected during the probationary period following a promotion, or at the conclusion of the probationary period shall be reinstated to the position from which he/she was promoted, in accordance with Section II.A. of the City's Personnel Rules.

**ARTICLE V
(COMPENSATION)**

A. Salary

The annual compensation schedule for Police Officers and Police Corporals, and Police Sergeants employed on a full-time basis shall be as follows starting July 1, 2015 reflecting a five (5%) COLA for each classification listed below:

Position	Step 1	Step 2	Step 3	Step 4	Step 5
Police Officer	\$17.9178	\$18.8137	\$19.7544	\$20.7421	\$21.7799
Police Corporal	\$18.8191	\$19.7601	\$20.7481	\$21.7855	\$22.8747
Police Sergeant	\$20.3081	\$21.3235	\$22.3897	\$23.5092	\$24.6846

Employees shall be eligible for a salary step increase at the time of his/her yearly performance evaluation, contingent on the Employee receiving a satisfactory performance evaluation along with a recommendation for the salary step increase made by the Employee's supervisor and approved by the City Manager. When an Officer is promoted to Corporal, they shall be promoted to the same step in the new classification.

B. Work Schedules and Overtime Compensation

The Chief of Police has the discretion to set Employee work schedules per the needs of the Department, including, but not limited to: a 3/12, 4/10, and/or a 5/8 work schedule. Employees will be provided reasonable advance notice of any modifications of work schedules.

The Association and the Union acknowledge that the City has established a 14-day work period for Employees.

Employees will receive overtime for all hours worked in excess of 84 hours in a 14-day work period. All overtime earned will be paid out in cash at time-and-one-half of the employee's regular rate of pay. All overtime hours must be approved by an Employee's supervisor prior to being worked. However, if prior authorization for overtime work is not possible because of emergency conditions, a confirming authorization shall be made by the Employee's supervisor or his/her designee on the next regular business day after such work is performed.

C. Training Time

Employees will be compensated for hours worked in training time that is mandated by the City or Police Department. All such training time must be approved in advance by the Chief of Police. For P.O.S.T. certified trainings, Employees will be reimbursed for costs incurred, if applicable, at the P.O.S.T. reimbursement rate.

D. Out of Class Pay

An employee who is required to perform the duties of a higher classification shall receive an increase in his/her salary at the equivalent step level of the higher classification, commencing on the thirtieth (30th) consecutive working day worked out-of-class.

E. P.O.S.T. Certificate Pay

Employees who have a Basic, Intermediate, or Advance P.O.S.T. Certificate shall receive the following payment on July 1st of each year:

Basic P.O.S.T. Certificate - \$350

Intermediate P.O.S.T. Certificate - \$450

Advanced P.O.S.T. Certificate - \$550

This section is intended to apply to the entire duration of the Agreement and ongoing, contingent on an employee being employed by the City at the time of the annual payment and that the respective payment corresponds to the highest respective P.O.S.T. certificate held by the employee at that time.

F. Direct Deposit

City will accommodate the MPOA by providing direct deposit to allow employees to deposit their paychecks into their bank or saving account.

ARTICLE VI (BENEFITS)

A. Uniform Allowance

The City will provide Employees with two (2) sets of shirts and pants as uniforms upon hiring, two (2) sets of pants and shirts as uniforms each year thereafter, and one (1) jacket will also be provided upon employment and replaced every three years as needed. In addition, the City will replace uniforms where reasonable as the result of the course and scope of Employee's job duties.

Employees assigned to special duties, such as detective duty, may elect, upon approval of the Chief of Police, to receive two (2) polo shirts in lieu of one (1) annual set of standard duty uniform.

Employees assigned to Crime Scene Technician Duty may, upon approval of the Chief of Police, receive one (1) set of BDUs or cargo pants and polo shirt.

Furthermore, Employees shall be issued one (1) formal cap and one (1) baseball cap at hiring. Employees shall be issued one (1) baseball cap each year thereafter.

B. Safety Equipment

All sworn personnel shall, as soon as possible after the initial date of employment, receive City furnished safety equipment as follows:

1. Aerosol Tear Gas (Mace)
2. Aerosol Tear Gas (Mace) Holster
3. Ammunition
4. Ammunition Holder
5. Baton
6. Baton Ring
7. Flashlight Batteries
8. Flashlight Bulbs
9. Handcuffs
10. Handcuff Case
11. Keeper Straps (4)
12. Sam Brown Gun Belt
13. Service Weapon
14. Service Weapon with Holster
15. Bulletproof Vest

All safety equipment described in the MOU shall remain the property of the City and shall be returned to the City upon request or upon the employee's termination of employment.

All safety equipment described in the MOU shall be replaced on an as needed basis by the City, when necessary with the approval of the Chief of Police.

If any equipment described in this MOU is lost or damaged by the employee, he/she shall pay appropriate repair or replacement costs. This does not include damage that occurs in the normal course and scope of Employee's job duties.

C. Vacation

Employees shall accrue vacation credits at the following rates:

Up to five (5) years of service:	3.24 hours per pay period
More than five (5) years of service:	4.85 hours per pay period
More than ten (10) years of service:	6.46 hours per pay period

Vacations must be scheduled at least thirty (30) days in advance, with the prime consideration being that necessary functions of the Police Department are adequately maintained. Whenever two (2) or more Employees request the same vacation period, the matter will be settled on the basis of seniority.

Emergency vacation leave of less than five (5) working days may be granted if the employee gives as much prior notice as is reasonably possible and it is a true emergency. Requests for emergency leave will not be denied unless the functions of that department would be seriously jeopardized by the absence of the Employee.

Maximum vacation accrual shall not exceed two times the annual accrual rate. An employee shall not accrue vacation hours in excess of the maximum accrual. Hours may begin to be accrued again once the vacation leave balance falls below the maximum accrual cap.

D. Holidays

Holiday compensation shall be issued twice per year as a separate check from the normal payroll check, on the thirteenth (13) and twenty-six (26) payroll period of each year. The compensation shall be for 120 hours of Holiday Pay annually, equating to 15 full, 8 hour holidays. Said compensation shall accrue at a rate of 4.6154 hours per pay period.

E. Sick Leave

Sick leave with pay shall accrue at the rate of 5.40 hours per pay period.

At least three (3) hours prior to the start of his/her scheduled shift, an Employee who is going to be absent on sick leave shall contact his/her immediate supervisor to inform him/her of the sick leave absence.

An Employee may use sick leave only for the following reasons:

1. Personal illness or incapacity;
2. Illness of a member of the Employee's household or immediate family which requires the Employee's personal care and attendance, not to exceed six (6) working days in any calendar year; and
3. Death of a member of the Employee's household or immediate family, not to exceed five (5) working days for any one death. Immediate family shall be restricted to father, mother, stepfather, stepmother, brother, sister, spouse, child, mother-in-law, father-in-law, grandparents, grandchildren, foster children and adopted children. The first three (3) working days of the maximum five working days granted under this subsection will be considered bereavement leave paid for by the City.

The City may, in its discretion, require Employees to present a doctor's note, verifying the need for sick leave after 3 consecutive days or when there is reason to suspect the employee of abusing sick leave.

Employees may accumulate up to a maximum of 504 hours of sick leave. If an employee reaches this maximum limit of sick leave, they will not continue to accrue sick leave until their overall accrual falls below 504 hours of sick leave. However, the maximum amount that an employee may receive for unused sick leave, upon separation or retirement after having worked for the City for five years or longer, is \$1,000.00.

F. Health Insurance

1. The City will obtain health, dental, orthodontic, and vision insurance for full-time permanent employees and their qualified dependents. The City shall pay health insurance for its employees and dependents, with premium coverage up to the capped levels of monthly premium contribution:

- | | |
|---------------------------|---------|
| a) Employee Only: | \$400 |
| b) Employee and Spouse: | \$850 |
| c) Employee and Children: | \$600 |
| d) Family: | \$1,000 |

2. These are the maximum values for the City's contribution towards medical insurance premiums. Any increase above these amounts shall be at the expense of the employee. This is coverage of the premium, not a payable benefit in that if the premium is falls below the cap, the difference is not paid to the employee.

3. Effective July 1, 2015, the City shall provide and make available to all eligible employees participating in the City's health insurance plan a \$600.00 Health Reimbursement Account (HRA), which shall continue to be in effect each fiscal year of this Agreement.

The City's contribution, as established above, shall be the maximum amount required, and the City shall not be responsible for the contribution of any sums in addition to those established by

the terms of this Agreement.

4. The City will pay the full premium for dental, orthodontic, and vision insurance for Employees and their qualified dependents.

5. Employees covered by health insurance from a different source, such as through a spouse's employment, may receive a maximum of \$500.00 per month in lieu of accepting health insurance coverage from the City. The City will require such Employees to provide proof that they are receiving health insurance from an alternate source before they may receive this benefit.

6. The parties agree to a reopener regarding this section during the term of this Agreement to review alternative health insurance plans and accompanying premium costs.

G. Life Insurance

The City shall provide and pay the full cost of a \$25,000.00 term life insurance policy for each Employee.

H. Worker's Compensation

The City will provide covered police officers with workers' compensation benefits pursuant to California Labor Code section 4850, *et. seq.*, or as otherwise required by law.

I. Long Term Disability

The City shall provide long term disability benefits pursuant to the City's current policy and plan provider.

J. State Disability Insurance

The City shall pay the full cost of Employees' State Disability Insurance ("SDI").

K. Retirement

The City shall continue to provide a retirement plan and will contribute five percent (5%) of a participating Employee's base salary, contingent on a participating Employee contributing at least three percent (3%) of his/her base salary within the plan.

L. Bilingual Pay

Those Police Sergeants, Corporals, or Officers proficient in Spanish shall be eligible for a bilingual pay incentive of three (3%) in addition to his/her base pay. In order to qualify for this incentive, the employee must have skills sufficient to pass a certified competency language examination as determined by the City. Additionally, re-testing may be required at the discretion of the City.

M. Court Standby/On-Call Pay

Employees in such Court Standby/On-Call status shall be paid one (1) hour of additional base salary rate for every four (4) hours in which there is any Court Standby/On-Call time. These hours shall not be added to the base salary of employees for purpose of calculating overtime and are not considered hours worked.

Court Standby/On-Call pay shall be defined as an employee who is required to remain on call, is not working, and is within one (1) hour of court.

N. Court Time

Court time compensation shall apply to those appearances in court as witness to testify as to matters discovered in the course of duty when such appearances are outside the employee's working hours.

Compensation for Court Time shall be the greater of:

- a) Minimum of two (2) hours overtime; or
- b) Time spent at the work location

**ARTICLE VII
(MISCELLANEOUS)**

A. Layoff

Layoffs and re-employment following a layoff will be handled in accordance with the City's Personnel Rules, Section VI (Layoff Procedures).

B. Lockout and Strike

No lockout of Employees shall be instituted by the City during the term of the Agreement. Association members warrant that there will be no strike, slowdown, sickout or "blue flu" of any kind or a refusal or failure to fully and faithfully perform job functions and responsibilities by Association officers or members during the term of this Agreement.

C. Savings

If any provisions of this Agreement or any application(s) thereof to any Employee(s) are held to be contrary to law by a court of competent jurisdiction (including the appellate process), then such provision or application will not be deemed valid and subsisting except to the maximum permitted by law, but all other provisions or applications shall continue in full force and effect.

D. City of Mendota Personnel Rules -Incorporation by Reference

The City of Mendota Personnel Rules are hereby incorporated herein by this reference unless the terms and conditions of this MOU have specifically addressed any rules and modified their application. The City will abide with any and all requirements provided by law pursuant to the Public Safety Officers' Procedural Bill of Rights, Government Code sections 3300 *et. seq.* ("POBR").

**ARTICLE IX
(TERMINATION)**

This Agreement shall remain in full force and effect through the term of the Agreement, and shall be automatically renewed from year to year thereafter, unless either party serves upon the other written notice of desire to modify this Agreement within ninety (90) days prior to its expiration.

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

ARTICLE X (EXECUTION)

FOR THE CITY OF MENDOTA

FOR THE UNION/ASSOCIATION

Vince DiMaggio, City Manager
Employees Division

Operating Engineers, Local Union No. 3

Dated: _____

Dated: _____

Meggin Boranian, City Attorney

Joel Warkentin, President
Mendota Police Officers Association

Dated: _____

Dated: _____

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CONFIRMING
THE APPOINTMENT OF MEMBER TO
SERVE ON THE PERSONNEL BOARD**

RESOLUTION 15-47

WHEREAS, Section I(G) of the Personnel Rules provides that there shall be a Personnel Board consisting of three members to be appointed by the Mayor, and advice and consent of the City Council; and

WHEREAS, Section I(G) of the Personnel Rules provides the initial members of the Personnel Board shall serve staggered terms and thereafter successors shall be appointed for a term of two years, and vacancies shall be filled for the unexpired term in the manner of original appointment; and

WHEREAS, A member of the Personnel Board has recently resigned and an Alternate Board Member is needed to ensure that the board can meet as needed; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota hereby approves the appointment to the Personnel Board of the aforementioned nominee to terms that expire on June 23, 2017, which is listed as follows:

NAMES
Blanche Barboza (Alternate Board Member)

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, PUBLIC WORKS DIRECTOR
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: ACCEPTANCE OF LOWEST RESPONSIBLE BIDDER FOR THE RECONSTRUCTION OF 6TH STREET BETWEEN OLLER AND DERRICK AND A SECTION OF PEREZ STREET
DATE: JUNE 23, 2015

BACKGROUND:

In March, the Council approved resolution 15-24 authorizing staff to utilize up to \$887,809 of fund balance to reconstruct 6th Street from Oller to Derrick, and directing staff to prepare plans and specifications and to hold a competitive bid per the Mendota Municipal Code.

On Thursday, June 18th at 2:00 p.m. the bid opening was held. Two contractors attended the bid opening, along with staff and the assistant City engineer. The two bids were as follows:

CONTRACTOR	AMOUNT
A.J. Excavation, Inc.	\$610,762.00
Avison Construction	\$643,574.00

FISCAL IMPACT:

\$610,762.0 from Gas Tax, Measure C, and LTF (Local Transportation Fund) fund balances.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt Resolution No. 15-48, awarding the 6th Street Reconstruction Project to the lowest responsible bidder, A.J Excavation, Inc.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AWARDED
THE BID FOR THE 6TH STREET
RECONSTRUCTION PROJECT TO A.J.
EXCAVATION, INC. FOR \$610,762.00**

RESOLUTION NO. 15-48

WHEREAS, the City of Mendota and the City Engineer have determined that 6th Street should be reconstructed between Oller Street and Derrick Street (the Project); and

WHEREAS, the City intendeds retained Provost & Pritchard Engineering Group, Inc., to provide environmental, engineering, surveying and construction administration services in order to complete the Project; and

WHEREAS, the City Council in its Fiscal Year 2014/15 Budget allocated funds from the Gas Tax, Measure C, and Local Transportation Fund funds to finance the Project; and

WHEREAS, on May 22, 2015 a notice was published in the Business Journal notifying all interested parties to submit bids for the Project; and

WHEREAS, a bid opening was held promptly after the deadline published in the aforementioned notice on June 18, 2015 at 2:00 p.m. in the Council Chambers in the City of Mendota; and

WHEREAS, two firms submitted bids before the deadline, with A.J. Excavation, Inc. qualifying as the lowest responsible bidder at \$610,762.00.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota awards the Project to A.J. Excavation, Inc. for \$610,762.00 and authorizes the City Manager or his designee to execute any documents necessary for the completion of the Project.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd of June, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE ADMINISTRATIVE SUPERVISOR
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: FIREWORKS STAND PERMITS
DATE: JUNE 23, 2015

BACKGROUND

This item is ministerial in nature: the Mendota Municipal Code (MMC) permits non-profit organizations to have fireworks stands as long as they meet the requirements set forth in Chapter 8.12. Applications were due June 2nd by the end of the day, and staff received a total of six applications.

Attached is a table with the basic information for Council's consideration.

FISCAL IMPACT

None.

RECOMMENDATION

Council to approve the six fireworks stand permit applications shown in Exhibit A.

Exhibit A

CITY OF MENDOTA FIREWORK APPLICATIONS 2015

ORGANIZATION NAME	LOCATION REQUESTED	CONTACT PERSON	CONTACT PHONE NUMBER
Christian Life Tabernacle	511 Oller Street	Emma Plascencia	(559)916-2989
Mendota Youth Recreation	690 Oller Street	Sergio Valdez	(559)647-4043
Westside Youth Inc.	1709 7th Street	Dino Perez	(559)970-7840
Iglesia Maranatha	569 Oller Street	Alicia Garcia	(559)478-3053
Rivers Of Living Waters	457 Derrick Avenue	John Flores	(559)217-4393
Mendota Pentecostal Church of God	580 Derrick Avenue	Rebecca Garcia	(559)250-4661

1 **AGREEMENT FOR THE COLLECTION OF SPECIAL ASSESSMENTS**

2
3 This agreement, dated June 24, 2015, is between the City of Mendota and the
4 County of Fresno, a political subdivision of the State of California (County).

5 **Recitals**

6 The Agency has levied or expects to levy assessments on properties within Fresno County. In
7 this agreement, the word “assessment” has the meaning given in Article XIII D, Section 2, of the
8 California Constitution.

9 The County desires to recover from the Agency the County’s costs for collecting those
10 assessments by incorporating them into the collection of the general taxes of the County on
11 property. For assessments collected by the County for any special district, excluding school
12 districts, Government Code section 29142 authorizes the Board of Supervisors to establish a
13 collection fee to cover those costs. For assessments collected by the County for a city,
14 Government Code section 51800 authorizes an agreement to cover those costs.

15 **The parties therefore agree as follows:**

16 **Section 1. Employment of County**

17 The Agency engages County to collect assessments as provided in this agreement, which
18 includes performing professional, technical, and staff services and providing assistance as
19 described in this agreement.

20 **Section 2. Scope of Services**

21 Upon the request of the Agency as provided in Exhibit 1 to this agreement, the County shall
22 perform the services described in that Exhibit 1.

23 **Section 3. County’s Personnel and Working Relationship with the Agency**

24 **A.** Except as provided in Exhibit 1, all of the services to be performed by the County under
25 this agreement shall be performed by County personnel, and all personnel engaged in the work
26 shall be fully qualified and shall be authorized or permitted under state and local law to
27 perform his or her part of those services.

28 **B.** Except as provided in Exhibit 1, none of the work or services covered by this agreement
29 shall be subcontracted by the County unless approved in writing in advance by the Agency.

30 **Section 4. Compensation**

31 The Agency shall pay, and the County shall receive, payment as provided in Exhibit 1, including
32 allowable costs of the County, as provided in Exhibit 3, for the services rendered under this
33 agreement, except that in any case the total amount paid by the Agency for the collection of
34 any assessment shall not exceed one-fourth of one percent (0.25%) of all money collected.

35 If the Agency is a special district, the compensation under this section is a collection fee under
36 Government Code section 29142.

37 **Section 5. Method of Payment**

38 Beginning fiscal year 2015–2016, the Agency will reimburse the County for all costs incurred in
39 performing the services described in Exhibit 1. The County’s Auditor-Controller/Treasurer-Tax
40 Collector is authorized to deduct those costs from apportionments to the Agency and retain
41 them as compensation for services rendered under this agreement. The County will itemize all
42 costs incurred, deducted, and retained and will provide that itemization to the Agency with the
43 remittance advice for the apportionment.

44 **Section 6. Records**

45 The County shall maintain complete and accurate records with respect to costs incurred under
46 this agreement. All such records shall be maintained on a generally-accepted accounting basis
47 and shall be clearly identified and readily accessible. The County shall provide to the authorized
48 representatives of the Agency free access to such books and records at all proper times, and
49 the right to audit the same, and to make transcripts therefrom as necessary, and to allow
50 inspection of all work, data, documents, proceedings, and activities related to the performance
51 of this agreement for a period of three (3) years from the date of final payment for work
52 performed under this agreement. In addition to the above accounting records, the County shall
53 maintain records to show actual time and allowable costs submitted for reimbursement with
54 respect to the scope of services set forth herein.

55
56 **Section 7. Changes to the Agreement**

57 This agreement may not be modified except in writing signed by both parties.

58 **Section 8. Term**

59 This agreement is effective on the date first written above through June 30, 2016, and renews
60 automatically for each fiscal year (July 1 through June 30) after unless either party gives written
61 notice of nonrenewal no later than June 1.

62 **Section 9. Termination**

63 Either party may terminate this agreement without cause at any time by giving written notice
64 of such termination to the other party and specifying an effective date of termination that is
65 not less than 30 days after the notice is given. If the agreement is terminated as provided in this
66 Section 9, the County shall be reimbursed its allowable costs in accordance with Section 4 of
67 this agreement through the date of termination.

68 **Section 10. Representations and Warranties**

69 The Agency represents and warrants that the taxes, fees, or assessments that it levies, and that
70 the County collects under this agreement, comply with all requirements of state law, including
71 but not limited to Articles XIII C and XIII D of the California Constitution (Proposition 218). The
72 Agency also agrees to reaffirm in writing the validity of the taxes, fees, or assessments each
73 time it requests services under Section 2 of this agreement.

74 **Section 11. Release**

75 The Agency hereby releases and forever discharges the County and its officers, agents, and
76 employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of
77 action, and judgments, in any manner arising from the Agency's responsibility under this
78 agreement, or other action taken by the Agency in establishing any assessment, and
79 implementing the collection of such assessments as contemplated in this agreement.

80

81 **Section 11.5. Insurance**

82 Without limiting the COUNTY's right to obtain indemnification from the Agency or any third
83 parties, the Agency, at its sole expense, shall maintain in full force and effect, the following
84 insurance policies or a program of self-insurance, including but not limited to, an insurance
85 pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

86 b. Commercial General Liability

87 Commercial General Liability Insurance with limits of not less than One Million Dollars
88 (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This
89 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages

90 including completed operations, products liability, contractual liability, Explosion-Collapse-
91 Underground, fire legal liability or any other liability insurance deemed necessary because of
92 the nature of this contract.

93 c. Automobile Liability

94 Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred
95 Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per
96 accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such
97 coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage
98 should include owned and non-owned vehicles used in connection with this Agreement.

99 d. Professional Liability

100 If the Agency employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing
101 services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00)
102 per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

103 A. Worker's Compensation

104 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

105 The Agency shall obtain endorsements to the Commercial General Liability insurance naming the County
106 of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but
107 only insofar as the operations under this Agreement are concerned. Such coverage for additional
108 insured shall apply as primary insurance and any other insurance, or self insurance, maintained by
109 COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
110 provided under the Agency's policies herein. This insurance shall not be cancelled or changed without a
111 minimum of thirty (30) days advance written notice given to COUNTY.

112 Within Thirty (30) days from the date the Agency signs and executes this Agreement, the Agency shall
113 provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as
114 required herein, to the County of Fresno, (Name and Address of the official who will administer this
115 contract), stating that such insurance coverage have been obtained and are in full force; that the County
116 of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies;
117 that such Commercial General Liability insurance names the County of Fresno, its officers, agents and
118 employees, individually and collectively, as additional insured, but only insofar as the operations under
119 this Agreement are concerned; that such coverage for additional insured shall apply as primary
120 insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents and
121 employees, shall be excess only and not contributing with insurance provided under the Agency's
122 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty
123 (30) days advance, written notice given to COUNTY.

124 In the event the Agency fails to keep in effect at all times insurance coverage as herein provided, the
125 COUNTY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the
126 occurrence of such event. All policies shall be issued by admitted insurers licensed to do business in the
127 State of California, and such insurance shall be purchased from companies possessing a current A.M.
128 Best, Inc. rating of A FSC VII or better.

129

130

131 **Section 12. Hold Harmless**

132 The Agency shall defend the County and hold the County harmless from all liability, claims, or damages
133 incurred as a result of any action taken by the Agency in establishing any tax, fee, or assessment, and
134 implementing the collection of such taxes, fees, or assessments as contemplated in this agreement.

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[SIGNATURE PAGE FOLLOWS]

147

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151 The parties are signing this agreement on the date first written above.

152 City of Mendota

COUNTY OF FRESNO

153

154 By: _____

By: _____

155 Vincent DiMaggio, City Manager

Chair

156

Board of Supervisors

157

ATTEST:

158

BERNICE SEIDEL, CLERK

159

BOARD OF SUPERVISORS

160

161

By: _____

162

163

REVIEWED & RECOMMENDED FOR APPROVAL:

164

165

166

Auditor-Controller/Treasurer-
Tax Collector

167

168

169

170

APPROVED AS TO ACCOUNTING FORM:

171

172

VICKI CROW, C.P.A.

173

AUDITOR-CONTROLLER/

174

TREASURER-TAX COLLECTOR

175

By: _____

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177

APPROVED AS TO LEGAL FORM

178

DANIEL C. CEDERBORG

179

COUNTY COUNSEL

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By: _____

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183 **EXHIBIT 1**

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185 **GENERAL SCOPE OF SERVICES**

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187 The Auditor-Controller/Treasurer-Tax Collector's duties include fiscal functions, which services
188 include, but are not limited to:

- 189 1. Enrolling the assessment by parcel on the property tax bills, billing the taxpayers, the
190 collection process, roll changes as needed by parcel, apportionment of the collected
191 assessment to the Agency and reporting and maintaining records of all financial transactions for
192 the assessment process by parcel.
- 193 2. Separately accounting for the Agency funds and maintaining records of expenditures,
194 revenues and investments in accordance with administrative code requirements and state and
195 federal regulations.

196
197 The Auditor-Controller/Treasurer-Tax Collector will be reimbursed for costs incurred for
198 services provided including but not limited to the following:

199

200 Assessment enrollment to Property Tax System	\$0.17 per parcel
201	
202	
203	
204 Roll Changes as needed and approved by	
205 the Agency	\$18.59 per parcel
206	
207 Accounting/Apportionment/Administration	Actual Staff hourly rates on MSF,
208 and as provided in Exhibit 3	
209	

210 Accounting, Legal and Administration costs are based on the current Master Schedule of Fees
211 (MSF) approved by County of Fresno Board of Supervisors. Relevant portions of the MSF as of
212 the date this agreement is signed are shown on Exhibit 2 for the Auditor-Controller/Treasurer-

213 Tax-Collector and County Counsel. The MSF is revised annually and the revised rates apply to
214 this agreement. Billing for Accounting/Apportionment/Administration items would only be
215 applicable for additional work that is requested by the Agency in addition to the normal
216 assessment enrollment, collection fee and roll change duties.

217

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219

DUTIES OF AGENCY

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221 The Agency by August 10th or other agreed upon date each year:

222

- 223 1. The statutory authority for the assessment; and
224 A resolution passed by the Agency's governing board specifying parcels and rate(s) or amount
225 to be charged and a list of authorized personnel that may make changes/corrections to
226 assessments during or after fiscal year of enrollment. The Agency needs to record the
227 resolution in the Fresno County Recorder's office before submitting it to the County Auditor.

228 The Agency shall comply with all other administrative instructions provided by the County
229 Auditor each year.

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Exhibit 2

MASTER SCHEDULE OF FEES, CHARGES, AND RECOVERED COSTS

SECTION 300 – AUDITOR-CONTROLLER/TREASURER

FEE DESCRIPTION	FEE AMOUNT	FEE SETTING AUTHORITY	YEAR ADOPTED	EFFECTIVE DATE	% OF COST	REFERENCE
301. Accounting Services		Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNT CLERK I	47.65/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNT CLERK II	50.38/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNT CLERK III	59.25/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNT CLERK III - CONF	60.34/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNTANT I	65.32/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNTANT II	72.70/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNTING AND FINANCIAL DIVISION CHIEF	108.83/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNTING AND FINANCIAL MANAGER	102.80/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ADMINISTRATIVE SECRETARY - CONF	50.67/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
COLLECTION REP I	38.93/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
COLLECTION REP II	38.90/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
COLLECTION REP III	81.13/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
COLLECTION REP SUPERVISOR	64.03/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
TAX COLLECTIONS SUPERVISOR	74.68/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
DEPUTY AUDITOR CONTROLLER	108.79/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
DEPUTY TREASURER TAX COLLECTOR	108.79/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
INFORMATION TECH. ANALYST I	50.93/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
INFORMATION TECH. ANALYST II	88.61/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
INFORMATION TECH. ANALYST III	101.41/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
INFORMATION TECH. ANALYST IV	97.00/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
INVESTMENT OFFICER	97.00/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
PAYROLL TECH I - CONF	59.52/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
PAYROLL TECH II - CONF	69.73/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
SENIOR ACCOUNTANT	87.98/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
SUPERVISING ACCOUNT CLERK II	72.71/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
SUPERVISING ACCOUNTANT	90.25/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
SYSTEMS & PROCEDURES ANALYST III	85.79/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
SYSTEMS & PROCEDURES MANAGER	96.61/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
PROGRAM TECHNICIAN II	43.18/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
ACCOUNTING INTERN	21.28/hr	Board of Supervisors	2015-16	07/01/15	100%	Ord #
302. Unsecured Delinquent Tax Fee	\$173.00 each	Board of Supervisors	2015-16	06/08/13	100%	Ord #
303. W-2 Replacement Copies	\$11.00 each	Board of Supervisors	2015-16	07/01/15	100%	Ord #
304. Paycheck Stub Replacement Copies	\$11.00 each	Board of Supervisors	2015-16	07/01/15	100%	Ord #
305. 1099 Replacement Copies	\$13.00 each	Board of Supervisors	2015-16	07/01/15	100%	Ord #
306. Cost Per Parcel: Assessments	\$0.17 each	Board of Supervisors	2015-16	07/01/15	100%	Ord #
307. Roll Corrections/Changes/Refunds: Assessments	\$18.59 each	Board of Supervisors	2015-16	07/01/15	100%	Ord #
308. Hard Copy of Tax Rate Book	\$49.24 each	Board of Supervisors	2015-16	07/01/15	100%	Ord #
309. 1915 Act Bond Debt Services	\$1.73 per APN	Board of Supervisors	2015-16	07/01/15	100%	Ord #
310. Ten Percent Administrative Fee For Restitution Fines		Board of Supervisors	2007-08	08/08/08	100%	Ord #07-022
311. Deposit Via Admin	\$40.00 per deposit	Board of Supervisors	2015-16	07/01/15	100%	Ord #
312. Deposit-Via Treasury Tax	\$39.00 per Treasury deposit	Board of Supervisors	2015-16	07/01/15	100%	Ord #
313. Travel AP Voucher	\$10.00 per travel voucher	Board of Supervisors	2015-16	07/01/15	100%	Ord #
314. Contract AP Voucher	\$7.00 per contract voucher	Board of Supervisors	2015-16	07/01/15	100%	Ord #
315. Other Pay & PO AP Voucher	\$5.00 per other AP voucher	Board of Supervisors	2015-16	07/01/15	100%	Ord #

SECTION 600 – COUNTY COUNSEL

FEE DESCRIPTION	FEE AMOUNT	FEE SETTING AUTHORITY	YEAR ADOPTED	EFFECTIVE DATE	% OF COST	REFERENCE
601.LEGAL SERVICES	\$122/hour	Board of Supervisors	2015-16	7/6/15	100%	Ord. #15-011

Charged to other public agencies and County departments with third party payer funds.

241

242

243 **EXHIBIT 3**

244 **ALLOWABLE COSTS FOR THE COUNTY**

245 **A. Direct Costs**

246 **1. Personnel**

247 Direct costs for personnel are based on actual salary and benefits paid to personnel, or based
248 on the hourly charge shown in the County's Master Schedule of Fees, Charges and Costs
249 Recovered, if applicable, for actual time spent on the work necessary to fulfill the terms of this
250 agreement. Time shall be recorded on the time sheets regularly used by the County in carrying
251 out its ordinary work apart from this agreement. No additional or special forms for recording
252 hours spent on the tasks specified in this agreement are required.

253 **2. Travel Expenses and Subsistence**

254 Where travel expenses and subsistence are directly related to the performance of this
255 agreement, they are included in direct costs. Mileage for trips within the Fresno-Clovis
256 Metropolitan area may be reimbursed, but are covered under Section 4.B. of this agreement,
257 "Indirect Costs (Overhead)." Out-of-area transportation costs shall not exceed the cost of travel
258 by the most direct and economical mode. Reimbursement for transportation by private
259 automobile shall be at the rate ordinarily charged by the County in lieu of actual costs.
260 Reimbursement for lodging and meals shall be based on the actual cost incurred by the
261 County's personnel, to not exceed the limitations applied by the County.

262 **3. Other Direct Costs**

263 Other direct costs include the costs of other material and services as may be required under
264 this agreement, but which are not normally provided as part of the overhead of County at cost.
265 Such other materials and services may include, but are not limited to, the following: report
266 reproduction, purchase of maps and charts, telephone expense, and specialized educational
267 needs.

268 **B. Indirect Costs (Overhead)**

269 Indirect costs are calculated under Federal OMB Circular A-87.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

June 24, 2015

County of Fresno
Auditor-Controller/Tax Collector
Attn: Robin Cook, Senior Accountant
Special Accounting
Hall of Records, Room 105
2281 Tulare Street
Fresno, CA 93721

SUBJECT: Personnel Authorized to Request Changes to Special Assessments

DISTRICT NAME (S): 6109 City of Mendota CFD #2006-1
6657 City of Mendota – Code Enforcement

The following personnel are authorized to request the County of Fresno ("County") to add, change or delete any of the special assessment listed above to the tax roll for fiscal year 2015/2016, previous years and future years until otherwise notified by the City of Mendota. It is understood that the County will not add, change or delete any special assessment if requested by any other personnel.

NAME	TITLE
<u>Vincent DiMaggio</u>	<u>City Manager</u>
<u>Douglas Floyd</u>	<u>Senior Associate, Koppel & Gruber Public Finance</u>
<u>Torie Smith</u>	<u>Senior Associate, Koppel & Gruber Public Finance</u>

APPROVED BY: _____
City Clerk, City of Mendota, California
Acting on behalf of the City Council, City of Mendota

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: RESOLUTION ADDING A ONCE-PER-WEEK, 3-CAN GARBAGE PICK-UP
DATE: JUNE 9, 2015

BACKGROUND

On June 1, 2013, the City entered into a contract with Mid-Valley Disposal regarding garbage and recycling services. The contract runs from June 2013 to 2018, with an option to extend to 2023.

On June 9, 2015, the Council received a report from staff outlining the various advantages and disadvantages of moving to a once-per-week pick up of all three waste containers. While there will be a modest rate increase (see below Fiscal Analysis), changes to State law effective in 2016 will mandate a weekly pick-up. After receiving information from both staff and Mid-Valley Disposal, the Council directed the staff to prepare the attached resolution.

FISCAL IMPACT

Presently, for residential service, the monthly rate is \$15.44. Of this, \$12.30 is the charge from Mid Valley Disposal and \$3.14 is the “franchise fee” or city administrative fee. By moving to the once-per-week schedule, the Mid-Valley fee would increase to \$13.22 and the “franchise fee” is recommended to increase to \$3.38 for a total monthly bill of \$16.60. The total increase to the customer’s bill would be \$1.16/month.

Future increases, per the contract, are based on the Consumer Price Index in alternative years.

RECOMMENDATION

Staff recommends adoption of the attached resolution authorizing weekly pick-up of all three waste containers and an amended rate schedule.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
THE “WASTE COLLECTION AND
RECYCLING FRANCHISE AGREEMENT”
WITH MID-VALLEY DISPOSAL COMPANY**

RESOLUTION NO. 15-41

WHEREAS, the City of Mendota entered into a “Waste Collection and Recycling Franchise Agreement” (the Agreement) on June 1, 2013, stipulating the conditions under which waste and recycling collection would occur in the City; and

WHEREAS, the State of California has adopted legislation mandating the collection of organic waste, along with solid waste, green waste, and recyclable waste, which will require a weekly pick-up of all three waste containers; and

WHEREAS, as a result of the forthcoming State law, the City Council is required to hereby authorize a weekly pick-up of all three waste containers; and

WHEREAS, the Agreement is hereby amended as follows: on page 5, Section 8.1 Residential – Automated Barrel Service, 15th line of the paragraph, the words, “recyclables and” shall be added after the words, “FRANCHISEE shall collect...”; and

WHEREAS, the Agreement is further amended by adding new rate schedule below:

Rate Period	Commencement Date of Rate Period	Adjustment Method Used to Determine Rates for the Rate Period	Rate Adjustment Application Submittal Date
1	July 1, 2013	Not Applicable	Not Applicable
2	July 1, 2015	7.5%	April 1, 2015
3	July 1, 2016	No Increase	Not Applicable
4	July 1, 2017	Index-Based	April 1, 2017
5	July 1, 2018	No Increase	Not Applicable
6	July 1, 2019	Index-Based	April 1, 2019
7	July 1, 2020	No Increase	Not Applicable
8	July 1, 2021	Index-Based	April 1, 2021
9	July 1, 2022	No Increase	Not Applicable
10	July 1, 2023	Index-Based	April 1, 2023
11	July 1, 2024	No Increase	Not Applicable
12	July 1, 2025	Index-Based	April 1, 2025
13	July 1, 2026	No Increase	Not Applicable
14	July 1, 2027	Index-Based	April 1, 2027
15	July 1, 2027	No Increase	Not Applicable

WHEREAS, the new service rate chart is attached as Exhibit A to this resolution and is made part hereof.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council hereby adopts this resolution amending Section 8.1 of the "Waste Collection and Recycling Franchise Agreement" and adding the new rate schedule to the "Waste Collection and Recycling Franchise Agreement," included herein in its entirety by reference.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

EXHIBIT A

Garbage Service	Current MVD RATE	July 1st 2015(7.5%)	City Rate
Residential Service			
3 Cart	\$ 12.30	\$ 13.22	\$ 16.60
Senior	\$ 10.10	\$ 10.86	\$ 12.44
Extra Cart	\$ 5.10	\$ 5.48	\$ 6.45
Comercial Customers			\$ -
Comercial 96 gallon	\$ 24.00	\$ 25.80	\$ 27.76
1 Yard Bin	\$ 59.60	\$ 64.07	\$ 68.95
2 Yard Bin	\$ 72.20	\$ 77.62	\$ 83.81
3 Yard Bin	\$ 89.10	\$ 95.78	\$ 103.48
4 Yard Bin	\$ 101.70	\$ 109.33	\$ 118.37
6 Yard Bin	\$ 126.00	\$ 135.45	\$ 146.85
2 X Week Service			\$ -
1 Yard Bin	\$ 93.50	\$ 100.51	\$ 109.06
2 Yard Bin	\$ 118.90	\$ 127.82	\$ 138.97
3 Yard Bin	\$ 160.10	\$ 172.11	\$ 187.49
4 Yard Bin	\$ 177.00	\$ 190.28	\$ 207.37
6 Yard Bin	\$ 221.40	\$ 238.01	\$ 259.66
3 X Week Service			\$ -
1 Yard Bin	\$ 127.40	\$ 136.96	\$ 149.17
2 Yard Bin	\$ 171.90	\$ 184.79	\$ 201.64
3 Yard Bin	\$ 218.40	\$ 234.78	\$ 256.43
4 Yard Bin	\$ 256.50	\$ 275.74	\$ 301.38
6 Yard Bin	\$ 327.40	\$ 351.96	\$ 385.00
Roll-off	\$ 190.00	\$ 204.25	

AGENDA ITEM- STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: GREGG L. ANDREOTTI, CHIEF OF POLICE

VIA: VINCE DIMAGGIO, CITY MANAGER

SUBJECT: HIRING OF A SCHOOL RESOURCE OFFICER

DATE: JUNE 23, 2015

BACKGROUND:

Since 2013 discussions have been occurring between the Mendota Unified School District (MUSD) and Mendota Police Department (City) regarding the hiring of a Police Officer as School Resource Officer (SRO). The Police Department fully supports this position and sees it as a means of establishing trust and cooperation with the District and community's youth and young adults while also handling all calls for police service within the district. In May 2015, under new School District, City Administration and Police Department leadership, the discussion moved forward and the agreement was finalized. On June 10, 2015 the MUSD School Board unanimously approved the SRO agreement and directed the District Superintendent to enter into the agreement with the City.

The SRO agreement is for three years; School Years 2015/2016 – 2017/2018. The full time equivalent (FTE) funding for the Police Officer position will be divided between the MUSD and City with the MUSD covering three-quarters of costs and City covering the remaining one-quarter. The MUSD has agreed to fund the entire Police Officer FTE for the first year, including startup costs.

In years two and three the City will bill the three-quarters FTE rate minus an agreed upon reduction to partially offset City responsibility for first year costs.

During non-school weeks (quarter year) the SRO will be deployed as a field patrol officer or as assigned by of the Chief of Police.

FISCAL IMPACT:

The hiring of a Police Officer will increase Police Department staffing by one officer. City costs for the first year will be zero. Years two and three City costs will be \$18,325.00/year plus up to 5% salary increases per year.

RECOMMENDATION:

Staff recommends that the Council adopt the attached Resolution approving the hiring of a Police Officer as School Resource Officer.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA TO HIRE A
SCHOOL RESOURCE POLICE OFFICER
IN COOPERATION WITH THE MENDOTA
UNIFIED SCHOOL DISTRICT.**

RESOLUTION 15-44

WHEREAS, the Mendota Police Department is charged with preserving the health and safety of the community of Mendota by providing law enforcement services; and

WHEREAS, having a dedicated Police Officer assigned to the Mendota Unified School District will establish continuity in service and the opportunity to build trust and cooperation with school personnel and students; and

WHEREAS, attention to our school children in the education environment as mentor and positive role model will help develop the future of our community; and

WHEREAS, the opportunity arose to enter into an agreement with the Mendota Unified School District to hire a Police Officer to serve as a School Resource Officer during the school year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota to approve the agreement with the Mendota Unified School District and hire a Police Officer as a School Resource Officer.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015, by the following vote:

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

Matt Flood, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: AUTHORIZE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS WITH D5 ENTERPRISES AND PACIFIC GAS AND ELECTRIC FOR THE CITY WIDE LIGHTING AND RETROFIT PROJECT
DATE: JUNE 23, 2015

BACKGROUND

In late 2013, staff entered into discussions with both PG&E and D5 Enterprises on a city-wide street light upgrade project. The former interim city manager brought this issue before the Council and the Council informally selected D5 Enterprises as the preferred vendor on the project. After that, no further activity on the project occurred while D5 Enterprises worked to secure the necessary approvals from the California Public Utilities Commission (PUC).

In early 2014, your current city manager assumed direct oversight of the project and again met with both PG&E and D5 Enterprises and also concluded that D5 was the appropriate vendor to move the project forward. D5 Enterprises has recently concluded the lengthy regulatory process with the California PUC and is ready to move forward with the project.

The project will replace 537 street lights in Mendota with higher efficiency LED bulbs. The bulbs put out significantly more light, while using significantly less electricity. Additionally, all lights on city owned facilities will be replaced.

ANALYSIS

The project will be financed using PG&E's "On-Bill Financing" program. The program works by using the savings in electrical costs as the loan payment. The concept can be represented by the simple formula where x represents the old electricity rate, y represents the new electricity rate and Δz represents the loan payment: $x - y = \Delta z$. While the City's monthly electricity bill will remain unchanged, embedded in that payment is the loan payment.

It estimated that the City will save approximately \$45,600 per year in electrical costs (see Exhibit A), however, that amount will be payable to PG&E for approximately 8.5 years to payoff the entire project costs of approximately \$395,000 (see Exhibit B). After the loan is repaid, the City will realize unencumbered savings in the General Fund.

The contractor will warranty all parts, labor, and equipment for a period of ten (10) years.

CEQA

The project is exempt from the California Environmental Quality Act under Section 15302 (c), replacement of existing utility systems without any expansion of the system.

FISCAL IMPACT

In order to fund the project, the City is technically taking out an 8.5 year, interest-free loan from PG&E. However, the loan will not require any additional monetary expenditure beyond what the City has historically been paying for electrical costs. The savings between the old electricity costs and the new electricity costs, as a result of higher efficiency bulbs, will be the loan payment – approximately \$45,600 annually.

By 2023, the loan will be entirely repaid, and the City’s electricity bill will be reduced accordingly.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution authorizing the City Manager to execute all necessary documents with both Pacific Gas & Electric and D5 Enterprises providing for a City-wide lighting retrofit.

**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 CITY MANAGER TO EXECUTE ALL
NECESSARY DOCUMENTS WITH PG&E
AND D5 ENTERPRISES TO PROVIDE FOR
A CITY-WIDE LIGHTING RETROFIT**

RESOLUTION NO. 15-46

WHEREAS, in 2013, the City Council received reports from staff on the possibility of retrofitting all city owned lighting fixtures to high efficiency LED lighting fixtures for the purposes of reducing the City's electricity costs; and

WHEREAS, in 2014 and 2015, city staff worked with D5 Enterprises to develop a city-wide lighting retrofit program at a cost of approximately \$395,000; and

WHEREAS, in order to facilitate the retrofit program, Pacific Gas and Electric has agreed to extend the City an eight and a half year, zero interest loan to finance the retrofit project; and

WHEREAS, the cost of the project will be embedded in the City's monthly electrical utility bill, known as "On-Bill Financing" and will require no additional expenditure on the part of the City beyond the historical annual utility costs; and

WHEREAS, all documents pertaining to the lighting retrofit program and its costs are attached hereto as Exhibits to this resolution and are hereby made part of this Resolution in their entirety; and

WHEREAS, the City Council has reviewed the project, received the staff report, solicited and received public testimony, determined the project to be exempt from the California Environmental Quality Act, and hereby independently determined to direct the City Manager to proceed with the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Manager is hereby authorized and directed to execute all necessary documents from PG&E and D5 Enterprises providing for a city-wide lighting retrofit of the identified city-owned lighting fixtures.

Robert Silva, Mayor

ATTEST:

I, Matt Flood, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of June, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Matt Flood, City Clerk

EXHIBIT A

D5 Enterprises, Inc.

SUMMARY PAGE (All City Projects Combined)

EXHIBIT A

City of Mendota
Mr. Vince DiMaggio
Mr. Cristian Gonzalez
643 Quince Street
Mendota, CA 93640

RE: CITY OF MENDOTA * CITY YARDS, CITY HALL, PARKS & RECREATIONAL LIGHTING RETROFIT AND UPGRADE

May 8, 2015

Dear Vince & Cristian,

D5 Enterprises is pleased to provide this energy saving breakdown for the referenced property. The facility lighting will be retrofitted with state of the art LED that will provide similar light levels, terrific color and great energy savings. Our LED products have an expected lamp life of 75,000 hours. All proposed LED products come with a manufacturer's 10 year warranty on parts and labor. New equipment will be provided during the warranty period. Please see each item's payback calculation, pricing information and utility rebate, if applicable.

PROJECT COST BREAKDOWN

Location Description	Project Cost	-	-	-	Anticipated Rebate ***	Estimated Adjusted Final Project Cost	Total Annual Savings (Calculated)	Return on Investment (Years)	Lamp Life Cumulative Savings (Calculated)
#1: Public Works Yard (DTD)	\$12,000.00	-	-	-	(\$950.00)	\$11,050.00	(\$1,650.90)	6.69	\$20,133
#2: Public Utilities Yard (DTD)	\$13,500.00	-	-	-	(\$990.00)	\$12,510.00	(\$1,713.15)	7.30	\$20,892
#3: CH, DMV, W. Sign, Rojas Parking (DTD)	\$9,500.00	-	-	-	(\$640.00)	\$8,860.00	(\$1,027.89)	8.62	\$12,535
#4: Rojas-Pierce BB Court Floods (DTD)	\$18,000.00	-	-	-	(\$1,440.00)	\$16,560.00	(\$891.63)	18.57	\$30,535
#5: ACB, Lift Station, Aiport Ltng (DTD)	\$10,000.00	-	-	-	(\$660.00)	\$9,340.00	(\$1,216.39)	7.68	\$14,834
#6: Veteran's Park (DTD)	\$6,500.00	-	-	-	(\$400.00)	\$6,100.00	(\$874.36)	6.98	\$10,663
#7: Street Light Retrofit City Wide	\$326,000.00	-	-	-	(\$25,060.00)	\$300,940.00	(\$38,255.11)	7.87	\$596,680
#8: -	-	-	-	-	-	-	-	-	-
PROJECT TOTAL	\$395,500.01	-	-	-	(\$30,140.00)	\$365,360.01	(\$45,629.43)	8.01	\$706,272
SPECIAL FINANCING						(\$365,360.01)			
* CASH REQUIRED FOR PROJECT							\$0.00		

ELECTRICAL USAGE BREAKDOWN

Location Description	Total #	Fixtures	Current Usage (kWh)	Annual Reduction (kWh)	Reduction Percentage (%)	Retrofit Usage (kWh)	Utility Rate	Total Annual Savings (Calculated)	Total Monthly Savings (Calculated)
#1: Public Works Yard (DTD)	16		18,565	(11,419)	61.5%	7,146	\$0.145	(\$1,650.90)	(\$137.58)
#2: Public Utilities Yard (DTD)	17		19,053	(11,849)	62.2%	7,204	\$0.145	(\$1,713.15)	(\$142.76)
#3: CH, DMV, W. Sign, Rojas Parking (DTD)	13		11,005	(7,109)	64.6%	3,895	\$0.145	(\$1,027.89)	(\$85.66)
#4: Rojas-Pierce BB Court Floods (DTD)	24		10,092	(6,167)	61.1%	3,924	\$0.145	(\$891.63)	(\$74.30)
#5: ACB, Lift Station, Aiport Ltng (DTD)	12		12,718	(8,413)	66.2%	4,305	\$0.145	(\$1,216.39)	(\$101.37)
#6: Veteran's Park (DTD)	5		9,389	(6,048)	64.4%	3,342	\$0.145	(\$874.36)	(\$72.86)
#7: Street Light Retrofit City Wide	537		400,410	(264,595)	66.1%	135,816	\$0.145	(\$38,255.11)	(\$3,187.93)
#8: -	-		-	-	-	-	-	-	-
ELECTRICAL USAGE SUMMARY	624		481,232	(315,600)	65.6%	165,632		(\$45,629.43)	(\$3,802.45)

This lighting retrofit project includes costs for parts, equipment, tax and labor.

Labor costs are shown to calculate a realistic Return on Investment; labor for installation to be performed by a California Licensed Contractor. Contractor is to be paid directly by Owner.

All fixture quantities are based on site visits and field counts. If quantities are inaccurate, surplus equipment will be credited back to the owner on the project's final invoice. Any additional equipment and/or labor needed for project completion will be submitted to the owner and approved with written authorization.

Our LED products are universal voltage up to 277-volts.

*** Anticipated utility rebates are based on current programs. Rebates are independently audited by the utility and we do not guarantee rebate amounts, funding programs or program availability. We will, at no additional cost, process all rebate forms. Rebate will be paid directly to the customer.

We value you as our customer. Thank you for the opportunity to earn your business. Please sign below for project commencement.

Sincerely,

David Boldt
President

Approval Signature

Name

Date

Signature approves this proposal and directs D5 Enterprises to process all paperwork for Utility rebates and financing programs, if applicable. Formal contract proposal to be executed by the Customer.

* Prepayment requirement is waived. D5 Enterprises will be the project Sponsor, all project reimbursement payments from PG&E's "On Bill Financing" department and rebate/incentive department are to be made payable to D5 Enterprises.

Please allow 10 to 12 weeks for equipment delivery after signed OBF Loan Documents are filed with PG&E.

Pricing is valid for 90 days from the date of this proposal.

This proposal assumes that installation can be completed during normal business hours and will have no restrictions for specific roadways.

This proposal does not include repairing any faulty wiring for the existing fixtures in this proposal.

This proposal includes retrofitting all existing cobra head, shoebox fixtures and the 7th Street Regency Decorative fixtures. New photocells will be included on all new LED fixtures and retrofit kits.

The proposal excludes any and all other pole top fixtures, lantern fixtures, other fixture types and special custom fixture mounts.

This proposal assumes all fixtures are currently operating.

Excludes: Electrical permit and tree trimming, if applicable.

All project reimbursement payments, rebates and financing program checks are to be paid directly to D5 Enterprises.

EXHIBIT B

CITY OF MENDOTA

May 4, 2015

Mr. Vince DiMaggio, City Manager
Mr. Cristian Gonzalez, Public Works Director
643 Quince Ave.
Mendota, CA 93640

RE: CITY OF MENDOTA – CITY STREET LIGHT AND CITY-OWNED LIGHTING RETROFIT

Dear Vince and Cristian:

D5 Enterprises is pleased to provide the following proposal for the referenced project for the City of Mendota.

PROJECT: City of Mendota Street Light Retrofit from High Intensity Discharge (HID) to LED and Retrofitting Lighting at Various City-Owned Properties.

This Agreement is made between the **City of Mendota** and **Boldt Contracting Inc. dba D5 Enterprises**, the Contractor, on the _____ day of **May, 2015**. The Contractor will provide all labor, materials, equipment and services to complete the work described below, in strict accordance with the terms and conditions specified hereof. This work will be performed for the Total sum of **Three Hundred Ninety Five Thousand Five Hundred and 00/100 Dollars (\$395,500.00)** which includes all taxes, freight and license costs (“Contract Price”).

CONTRACT PRICE. \$395,500.00

AGREEMENT

THIS AGREEMENT becomes binding between the Contractor and the City of Mendota, hereinafter called the City, upon execution by signature upon said Agreement by authorized representatives of both parties.

WITNESSETH: That the Contractor and the City for the bid and consideration herein described, agree as follows:

ARTICLE 1 - THE WORK. The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required and to perform all the work in good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, sub-contractors and laborers as may be required for services performed under this Agreement, pursuant to the Scope of Work, attached and incorporated herein by this reference.

ARTICLE 2 - THE CONTRACT: The Contractor and the City agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Agreement or Change Order and approved and signed by the City and Contractor. It is specifically agreed that the City shall have the right to request any alterations, deviations, reductions or additions to the Contract, which shall be added to or deducted from the amount of the Contract Price, by fair and reasonable valuations thereof. This Contract shall be deemed complete when the work is finished in accordance with the original Scope of Work and as amended by any such changes.

EXHIBIT B

ARTICLE 3 – DISPUTES: In the event of a dispute between the City and the Contractor as to an interpretation of any of the Specifications or as to the quality or sufficiency of materials or workmanship, the decision of the City shall, for the time being, prevail and the Contractor, without delaying the job, shall proceed as directed by the City without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation. Should the Contractor be finally determined to be either wholly or partially correct, the City shall reimburse Contractor for any added costs that may have been incurred by reason of work done or material supplied beyond the terms of the Contract as a result of complying with the City's directions. In the event the Contractor shall neglect to complete the work properly or fail to perform any provisions of this Contract, the City, after three days written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereunder due to the Contractor, subject to final settlement between the parties as in this paragraph herein above provided.

ARTICLE 4 - PREVAILING WAGE RATE: In accordance with the provisions of Section 1700, seq. of the Labor Code, the Director of the Department of Industrial Relations of the State of California has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time and subsistence pay as provided for in section 1773.8. It shall be mandatory upon the Contractor herein and upon any Sub-contractor to pay not less than the said specified rates to all laborers, workmen and mechanics employed by them in the execution of the contract. The Contractor shall comply with Labor Code Section 1775. In accordance with Section 1775, the Contractor shall forfeit as a penalty to the City \$30.00 for each calendar day or portion thereof for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the contract by him or by any sub-contractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.

ARTICLE 5 - WORKING HOURS: In accordance with the provisions of Sections 1810 to 1816 of the Labor Code of the State of California, eight (8) hours labor shall constitute a day's work, and no laborer, workman or mechanic in the employ of the said Contractor, or any Sub-contractor, doing or contracting to do any part of the work contemplated by this Agreement, shall be required to or permitted to work more than eight (8) hours in one calendar day or forty (40) hours during any one calendar week. The Contractor and each Sub-contractor shall also keep an accurate record showing the names and actual hours worked Of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the City, or its officers or agents and to the Chief of the Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents.

ARTICLE 6 - FORCE MAJEURE: The parties to the Contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants, or facilities by the Government when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

EXHIBIT B

ARTICLE 7 - INDEMNIFICATION AGAINST LIABILITY: Contractor agrees to indemnify, defend and save harmless the City of Mendota, its governing board, related entities and divisions, officers, agents and employees from and against any and all claims, demands, losses, defense costs, or liabilities of any kind or nature which they may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with Contractor's or contractors agents, employees or sub-contractor's performance or failure to perform under the terms of the contract documents, excepting only liability arising out of the sole negligence of the City.

ARTICLE 8. INSURANCE:

A. **Comprehensive General Liability and Automobile Insurance.** Without limiting Contractor's indemnification, it is agreed that Contractor shall maintain in force at all time during the performance of this Agreement the policies of insurance hereinafter described.

Contractor shall secure and maintain in force during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of One Million Dollars (\$1,000,000.00 or (\$1,000,000.00) per person, (\$1,000,000.00) per accident with no annual aggregate limit. Property damage limits shall be \$500,000 per loss. The City shall be named as an additional insured on the policies by separate endorsement that shall be attached to the Contract as proof of insurance.

Written notification by the carrier to the City at least thirty (30) days prior to cancellation, failure to renew, or other termination, is required.

Insurance afforded under the Contractor's policy is primary and any insurance maintained by the City shall apply, if required by law, in excess of, and not contributory with, insurance required under the terms of this Contract.

Contractor will, at its own expense maintain coverage in conformance with above requirements. Certificates of insurance evidencing the existence of coverage shall be filed with the City prior to commencement of work no later than seven (7) calendar days from Notice of Award date.

B. **Workers' Compensation.** Contractor shall maintain a policy of workers' compensation insurance as required by Labor Code Section 3200 et. seq. A certificate evidencing this coverage shall be filed with the City prior to the commencement of work under this Agreement and will become part of the Contract. Notification by the carrier to the City at least 30 days prior to cancellation, failure to renew, or other termination, is required.

ARTICLE 9. ADDITIONAL TERMS AND CONDITIONS:

A. **Payment Terms:**

1. Payment for this project shall be through the "On-Bill Financing" (OBF) program administered by Pacific Gas & Electric (PG&E). Under the general conditions of that program, the City's payment obligation for this project will be to submit payment to PG&E directly, incorporated as part of the City's monthly electricity bill. In accordance with the PG&E "OBF" program, the total cost of the project shall be amortized over a period of eight and a half (8.5) years. It is PG&E's sole and separate responsibility to ensure payments are made to D5 Enterprises. Except as otherwise provided in this Agreement, the City shall not be responsible for any prepayment or payment to either

EXHIBIT B

D5 Enterprises or PG&E at time of project completion, nor responsible for any payment to D5 Enterprises directly or outside the scope of the "OBF" program.

2. In the event PG&E exercises its discretion to re-evaluate the credit worthiness of the City of Mendota pursuant to Paragraph 6, subdivision (c), of PG&E's "General Off- Bill and On-Bill Financing Loan Agreement" with the City, at project completion and not fund the Contract Price, the City and D5 Enterprises shall work cooperatively to secure outside funding for the Contract Price.
3. Prepayment requirement is waived for this project. D5 Enterprises will be the PG&E Project Sponsor. Any and all PG&E reimbursement payments to the City for the rebate and "General Off-Bill and On-Bill Financing Loan Agreement" project reimbursement shall be immediately made payable to D5 Enterprises.
4. In the event that the City has any "buy down" requirements, those funds shall be paid to D5 Enterprises immediately after execution of this Agreement for project commencement, if applicable.

B. Delivery Lead Time:

Eight (8) to Twelve (12) weeks may be allowed for equipment delivery.

C. Warranty:

1. 10 year manufacturer's warranty on all LED products for both parts and labor.
2. 10 year labor agreement per separate agreement.
3. Full equipment replacement during the warranty period.

D. Rebate:

PG&E rebate is based on current programs offered and are independently audited. D5 Enterprises does not guarantee the rebate amounts, funding program or program availability. D5 Enterprises shall, at no additional cost to the City, process all rebate forms and applications. Rebates shall be paid directly to the customer.

Exhibit A - please reference the March 18th, 2015 SUMMARY PAGE (All City Projects Combined) for all rebate calculations, energy savings and itemized costs, which is attached and incorporated herein by this reference.

E. On Bill Financing:

1. PG&E's "On Bill Financing" program shall be utilized for this project. D5 Enterprises shall, at no additional cost to the City, process all forms and applications pertaining to the OBF program. In the event that the City does not receive all necessary approvals from PG&E to utilize the "On Bill Financing" program for this project, the City shall not be required to proceed with said project. However, in the event PG&E exercises its discretion to decline making the On-Bill Financing Loan to the City pursuant to Paragraph 6, subdivision (c), of PG&E's "General Off- Bill and On-Bill Financing Loan Agreement" with the City, the City and D5 Enterprises shall work cooperatively to secure funding for the Contract Price and the work performed under this Agreement.

EXHIBIT B

2. **Except as provided in Paragraph E, subdivision 1 above, City cannot be held liable or responsible for PG&E’s responsibilities to submit payment under the OBF program.**

F. Existing Fixtures:

This proposal assumes that all existing lights are working and are operational. The work as described herein excludes repairing any faulty wiring or electrical issues with the fixtures described herein.

G. Additional Work and Fixture Counts:

All fixture quantities are based on PG&E Brio list, site visits and field counts. If quantities are inaccurate, surplus equipment will be credited back to the owner on the project’s final invoice. Any additional equipment or labor required will be submitted in writing and approved with written authorization by both parties as an “Additional Work Order”.

H. Work Standards/Term:

All work shall be in accordance with Local and State of California Regulations. Contractor shall contact the City for pre-start instructions and schedule notifications. Hours of work shall be between 7:00 A.M. and 3:30 P.M. Monday through Friday unless otherwise arranged with the City. All work shall be performed to the highest standards of the profession and shall be completed by March 30, 2016, unless agreed otherwise in writing by the parties.

City Contact:
Cristian Gonzalez
Public Works Director

Contractor Contact:
David Boldt or Don Gray

I. Exclusions:

1. Electrical Permit from the City of Mendota, if required.
2. Bonding Insurance and or Performance Bond and any associated costs.
3. Retrofitting the Lantern Fixtures in Rojas-Pierce Recreational Park.
4. Retrofitting the Sport Lighting at Baseball Diamond at Rojas-Pierce Recreational Park.
5. Repairing faulty wiring on any existing fixtures in this proposal.
6. Special road closure permits, if applicable.
7. Tree trimming, if applicable.
8. Any and all liability associated with pollution, terrorism, and discrimination.

City of Mendota

Boldt Contracting Inc. dba D5 Enterprises

By: _____
Vince DiMaggio

By: _____
David Michael Boldt - President

Dated: _____

Dated: _____



*Pacific Gas and
Electric Company*

CALIFORNIA STATE GOVERNMENT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the State with financing. The Customer has independently hired contractors (“**State Contractors**”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the State Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to State Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the State Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

EXHIBIT C

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("Check") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "Issuance Date". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
 - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below) ("Account"), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
 - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
 - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
 - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
 - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.

EXHIBIT C

15. STATE OF CALIFORNIA REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electricity use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislature of the State of California.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the State Public Works Board of the State of California or any other issuer of bonds on behalf of the state concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

EXHIBIT C

15. Loan Particulars.

This table is to be completed by PG&E

Total Cost	Incentive	Customer Buy-Down <i>(if applicable)</i>	Loan Balance ¹	Monthly Payment	Term ² (months)	Number of Payments
\$395,500.00	\$30,140.00	\$-	\$365,360.00	\$3,581.96	102	102

Check Made Payable to Customer or Contractor
[customer to select payment method. Note that only one check can be issued]

16. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000369	

PG&E Account # / Service Agreement #
5408011434 / 5408011035

Account Name, Customer	Name, Contractor
Primary Customer Name: CITY OF MENDOTA Primary MDSS Application Number: TIF ID: 003290	

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor

Signature of Authorized Representative of Customer

Date

ACCEPTED: Pacific Gas and Electric Company

By	Date
PG&E On-Bill Financing Authorized Representative	

Address:
 Pacific Gas and Electric Company
 On Bill Financing Program
 77 Beale Street - 3rd Floor
 San Francisco, CA 94105

¹ The Loan Balance shall not exceed one-hundred thousand dollars (\$100,000) for commercial customers and shall not exceed two-hundred fifty thousand dollars (\$250,000) for government agency customers, excepting loans to government agency customers where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed one million dollars (\$1,000,000).

² Commercial loans may have their loan terms extended beyond five years, not to exceed the expected useful life (EUL) of the bundle of energy efficiency measures proposed, when credit and risk factors support this.

EXHIBIT C

**On-Bill Financing Program (OBF)
Loan Calculation Summary Sheet
Simple project payback per meter**

Customer Name: CITY OF MENDOTA

Project Number: TIF: 003290

Calculations from: Revised

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE PER kWh	(D) CUSTOMER AVERAGE RATE PER Therm	(E) ESTIMATED ANNUAL ENERGY SAVINGS (kWh)	(F) ESTIMATED ANNUAL GAS SAVINGS (Therm)	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$395,500.00	\$30,140.00	\$-	\$365,360.00	\$0.15	\$-	288,682.00	-	\$43,302.30	8.44

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
101	102	\$3,581.96	\$3,608.53

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)
 (D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)

PUBLIC WORKS REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, PUBLIC WORKS DIRECTOR
VIA: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: PUBLIC WORKS & PUBLIC UTILITIES MONTHLY REPORT
DATE: JUNE 23, 2015

STREETS AND ROADS

- The City's street sweeper continues to operate on its normal schedule, Mondays, Wednesdays and Fridays.
- Crews will begin street striping this week, addressing school areas first, in order to complete the areas before school gets back into session.
- City crews will continue to address potholes City wide.
- 6th Street reconstruction bid opening was held on 6/18/2015.

PARKS AND PUBLIC BUILDINGS.

- Park sprinklers systems are being fine tuned and inspected regularly to ensure maximum water efficiency.
- Staff will begin efforts towards repairing the playground areas as soon as possible.

ANIMAL CONTROL

- Staff, together with Dr. Toste, held our annual dog clinic. There was a great turnout and 92 dogs got licensed and vaccinated.
- Animals impounded: 26
- Animals euthanized: 27
- Animals redeemed by owner: 1
- Graffiti abated: 4

- Citations issued: 3

BUILDING PERMITS ISSUED

- 798 Lolita (Patio), 561 Kate (re-roof), 755 Lolita (re-roof), 273 Marie (Patio), 240 San Pedro (Solar), 2017 8th (re-roof), 621 4th (HVAC), 310 Holmes (SFR), 320 Holmes (SFR), 330 Holmes (SFR), 340 Holmes (SFR), 345 Holmes (SFR), 101 Petry (SFR), 107 Petry (SFR)

ADULT OFFENDER WORK PROGRAM

- AOWP crews will continue on weed and trash abatement on alleys and right of ways.

WATER

- Monthly samples and meter reads are complete.
- Faulty meters continue to get replaced as time permits.
- Jose A Solomon passed his T1 (treatment 1) exam.

WASTE WATER

- Sludge removal on existing ponds is underway to provide additional capacity if needed.

STAFFING FOR PUBLIC WORKS

- 6 full time employees
- 4 part time employees

STAFFING FOR PUBLIC UTILITIES

- 5 full time employees
- 1 part time employees

FUEL STOCK

- Unleaded: 7,901.13 gallons
- Diesel: 2,994.13