



CITY OF MENDOTA

“Cantaloupe Center Of The World”

JUAN LUNA
Chair
ALBERT ESCOBEDO
Vice-Chair
JOSE GUTIERREZ
JONATHAN LEIVA
KEVIN ROMERO
JOSE ALONSO
Alternate Commissioner

CITY OF MENDOTA PLANNING COMMISSION AGENDA

City Council Chambers
Mendota, CA 93640
REGULAR MEETING
June 19, 2018
6:30 P.M.

VINCE DiMAGGIO
City Manager
CRISTIAN GONZALEZ
Public Works/Planning Director
KARL SCHOETTLER
City Planner

The Mendota City Planning Commission welcomes you to its meetings, which are scheduled for the 3rd Tuesday every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Planning Commissioners may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phone off. Thank you for your respect and consideration.**

Any public writings distributed by the City of Mendota to at least a majority of the Planning Commission 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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

1. Adoption of final Agenda.

NOTICE OF WAIVING OF READING

1. Notice of waiving the reading of all resolutions introduced and/or adopted under this agenda.

PUBLIC HEARING

1. Public Hearing to adopt **Resolution No. PC 18-02**, approving a Mitigated Negative Declaration for the La Colonia project.
 - a. *Receive report from Planning & Public Works Director Gonzalez*
 - b. *Inquiries from Planning Commissioners to staff*
 - c. *Chair Luna opens the public hearing*
 - d. *Once all comment has been received, Chair Luna closes the public hearing*
 - e. *Commission considers Resolution No. PC 18-02 for adoption*

2. Public Hearing to adopt **Resolution No. PC 18-03**, recommending approval of General Plan Amendment 2015-01 and Zone Change 2015-01.
 - a. *Receive report from Planning & Public Works Director Gonzalez*
 - b. *Inquiries from Planning Commissioners to staff*
 - c. *Chair Luna opens the public hearing*
 - d. *Once all comment has been received, Chair Luna closes the public hearing*
 - e. *Commission considers Resolution No. PC 18-03 for adoption*

3. Public Hearing to adopt **Resolution No. PC 18-04**, recommending approval of Vesting Tentative Subdivision Map 2018-01.
 - a. *Receive report from Planning & Public Works Director Gonzalez*
 - b. *Inquiries from Planning Commissioners to staff*
 - c. *Chair Luna opens the public hearing*
 - d. *Once all comment has been received, Chair Luna closes the public hearing*
 - e. *Commission considers Resolution No. PC 18-04 for adoption*

4. Public Hearing to adopt **Resolution No. PC 18-05**, recommending approval of a Development Agreement for the La Colonia project.
 - a. *Receive report from Planning & Public Works Director Gonzalez*
 - b. *Inquiries from Planning Commissioners to staff*
 - c. *Chair Luna opens the public hearing*
 - d. *Once all comment has been received, Chair Luna closes the public hearing*
 - e. *Commission considers Resolution No. PC 18-05 for adoption*

5. Public Hearing to adopt **Resolution No. PC 18-06**, recommending approval of an ordinance creating the Economic Incentive Zone Overlay District.
 - a. *Receive report from Planning & Public Works Director Gonzalez*
 - b. *Inquiries from Planning Commissioners to staff*
 - c. *Chair Luna opens the public hearing*
 - d. *Once all comment has been received, Chair Luna closes the public hearing*
 - e. *Commission considers Resolution No. PC 18-06 for adoption*

PUBLIC COMMENT ON ITEMS THAT ARE NOT ON THE AGENDA

The public is invited to speak to the Planning Commission at this time about any item that is not on the Agenda. Please limit your comments to five (5) minutes. Please note that the Planning Commission cannot take action on any item not listed on the agenda.

PLANNING DIRECTOR UPDATE

PLANNING COMMISSIONERS' REPORTS

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 Planning Commission Regular Meeting of Tuesday, June 19, 2018 was posted on the outside bulletin board of City Hall, 643 Quince Street on Friday, June 15, 2018 at 3:45 p.m.

A handwritten signature in cursive script, appearing to read 'Celeste Cabrera', written over a horizontal line.

Celeste Cabrera, Deputy City Clerk

DATE: June 19, 2018

TO: City of Mendota Planning Commission

FROM: Karl Schoettler, City Planning Consultant
Thru: Cristian Gonzalez, Public Works/Planning Director

SUBJECT: La Colonia Project – a request for a General Plan Amendment, Zone Change, Vesting Tentative Subdivision Map and Development Agreement for an 18.7-acre site located on the south side of Bass Avenue, east of State Highway 33 (APN’s 013-061-015 and 012-160-039)

Summary/Recommendation

The ultimate project is the subdivision of the 18.7-acre site into 86 single family residential lots, a 1.7-acre site for future commercial development, and a 0.4-acre mini park. Associated actions include a General Plan land use amendment, zone change, Vesting Tentative Subdivision Map, and a development agreement. It is recommended that the Planning Commission conduct a public hearing and vote to recommend approval of the project by adopting the following resolutions:

- Resolution PC 18-02 to adopt the environmental finding for the project
- Resolution PC 18-03 to consider and recommend approval of the General Plan land use amendment and zone changes to City Council
- Resolution PC 18-04 to consider and recommend approval of the Vesting Tentative Subdivision map to the City Council
- Resolution PC 18-05 to consider and recommend approval of the Development Agreement to the City Council

It is recommended that the Commission take the following steps to consider the project:

1. Ask for a report from the staff
2. Ask any questions of staff
3. Open the public hearing and receive any comments; Close the public hearing.
4. Final questions and discussion
5. Vote to approve the project

Analysis

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

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

Map 2: Aerial Photo



Subdivision Design

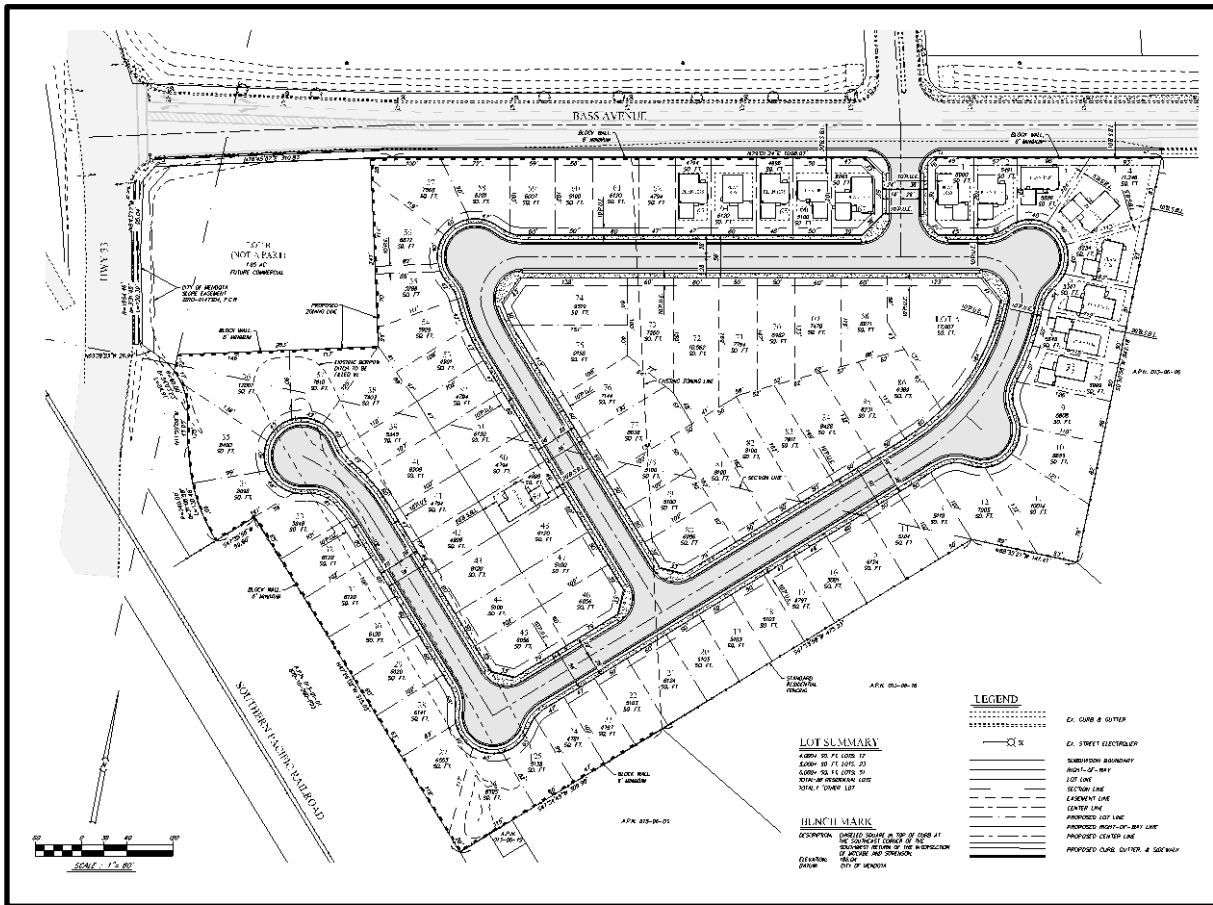
Figure 1 shows the proposed subdivision design. As noted previously, the subdivision proposes 86 single family residential lots, a site for future commercial development (at the southeast corner of Bass and Highway 33) and a small park within the subdivision.

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

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

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

Figure 1: Proposed Subdivision Map



Traffic/Circulation

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

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

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

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

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

In order to promote walking and other forms of active transportation, the subdivision has been designed with a pedestrian connection from the site to the future commercial development. This connection will be ten feet wide and will be located between lots 55 and 56. The applicant will install a paved sidewalk here. This will allow residents of the subdivision the ability to walk or bicycle to future commercial development – thereby reducing the need to drive. This can result in a reduction in air pollution, as well as a benefit to fitness and health. The connection will be lighted for safety at night.

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

Utilities

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

The Public Works Department and City Engineer report that there is adequate capacity in all utility systems to serve the project. However, one concern is that the development of the project could exceed the capacity of the City's water system in a "maximum-day" scenario. This is when the City is experiencing maximum water demand (such as on a hot summer day) and the City's largest well goes out of service for an unforeseen reason. State law requires the City to be able to provide adequate water supply in such a scenario.

In order to address this unlikely situation, the City would need to reactivate one of its backup wells to provide stand-by service. Should there be a shortfall in water supply due to failure of a primary well, water from the stand-by well would be blended with water produced by the primary wells, at the Water Treatment Plant. The City would need to obtain approval from the State Department of Water Resources for the reactivation of one of the backup wells. A mitigation measure for this issue is listed in the resolution for the subdivision, and also as an environmental mitigation measure.

Offsite Improvements

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

Development Agreement

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

Community Facilities District and Landscape and Lighting District

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

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

Planned Development findings

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

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

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

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

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

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

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

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

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

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

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

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

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

Analysis: The project will provide a mix of residential and commercial uses geared toward buyers and customers in the Mendota market. The project will be conditioned to make infrastructure improvements to serve the site and to establish open space. The Development Agreement will include installation of a new soccer field in an existing City park. Uses within the site are compatible via the implementation of setbacks, walls and landscaping. The project has been designed through a creative process with City input that will ensure quality of design, resulting in an enhancement of this part of the community.

Environmental Assessment

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

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

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

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

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

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

BACKGROUND INFORMATION

Applicant: KSA Homes (Steve Hair)
3401 Office Park Drive, Suite 115
Bakersfield, CA 93309

Property
Owner: Karol Adams
10784 Deep Cliff Drive
Cupertino, CA 95014

Agent: Hawkins & Associates Engineering
436 Mitchell Road
Modesto, CA 95354

Location: The subject site includes two parcels located on the south side of Bass Avenue, east of State Highway 33 and the Southern Pacific Railroad. The Assessor Parcel Numbers are 013-061-015 and 012-160-039.

Request: The applicant is requesting adoption and/or consideration and recommendation of approval of the following actions by the Planning Commission:

1. A General Plan Amendment to change the Mendota General Plan's land use designation for the site from "High Density Residential" and "Regional Commercial" to a combination of "Medium Density Residential", "General Commercial" and "Open Space".
2. A zone change to change the zoning of the site from C-2 (Community Shopping Center) and R-3 (High Density Multi Family Residential) to R-1 (Single Family Residential with Planned Development provisions), C-2 and O (Open Space (Recreation)).
3. A Vesting Tentative Subdivision Map to subdivide the site into 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre mini park, along with streets and utility connections, among other improvements, and
4. A Development Agreement to establish off-site improvements related to the project.
5. Adoption of a Mitigated Negative Declaration as the environmental finding for the project.

Site: The irregular-shaped site has a frontage of approximately 1,320± feet along Bass Avenue) and the depth varies from about 500 feet to about 905 feet. The site contains approximately 18.7 acres.

Zone: The site currently has two zoning designations: the western half is zoned C-2 (Community Commercial) and the eastern half is zoned R-3 (High Density Multi Family Residential). The project proposes to change the zoning to apply three designations: R-1 (Single Family Residential with PlannedDevelopment provisions), C-2 and O (Open Space (Recreation)).

Key development standards for each of these zones are as follows:

R-1 (Single Family Residential)

Lot Size: 6,000 square feet minimum (Planned Development allows for 4,000 square feet, minimum)

Front yard setback: 20 feet, minimum;

Side yard setback: 5 feet, minimum

Corner lots: 10 feet minimum for street side yard

Reverse corner lots: 15 feet, minimum for street side yard

Rear yard setback: 20 feet, minimum

Lot Coverage: 40% maximum;

Parking: For single family homes: 2 covered parking spaces

C-2 (Zone (Community Commercial))

Lot Size: One acre, minimum

General Setback requirement: The front 10 feet along streets shall be landscaped.

Front yard setback: 10 feet, minimum;

Side yard setback: None required, except that lots adjacent to a residential zone shall have a side yard abutting the residential zone of not less than 10 feet.

Rear yard setback: None required, except that lots adjacent to a residential zone shall have a side yard abutting the residential zone of not less than 10 feet.

Building height: Two stories/35 feet, maximum

Lot Coverage: 33% maximum;

Parking: By use. General standard is two square feet of parking area for each one square foot of floor area. Other standards may apply under Section 17.88.010 of the Zoning Ordinance

O (Open Space (Recreation)) zone

Lot Size: No requirements

Front yard setback: 35 feet, minimum;

Side yard setback: 20 feet, minimum.

Side yard for corner lots: 35 feet, minimum

Rear yard setback: 20 feet, minimum.

Space between buildings on same site: 10 feet, minimum

Building height: 25 feet, maximum. Certain structures may exceed this standard under Section 17.12.050 of the Zoning Ordinance.

Lot Coverage: 10% maximum;

Parking: By use.

R-3 Zone (High Density Multi Family Residential)

Lot Size: 6,000 square feet minimum (Planned Development allows for 3,000 square feet, minimum)

Density: One unit per 1,500 square feet of lot area, maximum

Front yard setback: 15 feet, minimum;

Side yard setback: 5 feet, minimum

Corner lots: 10 feet minimum for street side yard

Reverse corner lots: 10 feet, minimum for street side yard

Rear yard setback: 15 feet, minimum

Space between buildings on same site: 10 feet, minimum; Greater distances may apply depending on building orientation.

Lot Coverage: 60% maximum;

Parking: For multi family dwellings: 1-1/2 parking spaces per unit; One space per unit shall be covered by carport or garage

Surrounding zone classifications are as follows:

North: C-3 (Central Business and Shopping); R-1 (Single Family Residential)

South: P-F (Public Facilities); R-1 (Single Family Residential) R-2 (Medium High Density Multi Family Residential)

West: M-1 (Light Manufacturing/Industrial) C-3 and O (Open Space)

East: R-2

General Plan: The subject site has two land use designations: the western half is designated Community Commercial, while the eastern part is designated "High Density Residential". The applicant is proposing to amend the designations to include "Medium Density Residential", "Community Commercial" and "Recreational".

Land Use: The site is currently vacant. Surrounding land uses are as follows:

North: Vacant land and office buildings

South: Multi family dwellings, public works yard, railroad, and packing house

East: Multi family dwellings

West: Railroad, highway and park

Access: Access to the site is provided by Bass Avenue, which is improved with one travel lane and one parking lane in each direction. Bass Avenue is designated a "Collector" roadway by the Circulation Element of the Mendota General Plan.

Barboza Lane intersects Bass Avenue from the north and is designated as a local roadway and features one travel lane and one parking lane in each direction, along with curbs, gutters and sidewalks. The intersection of Bass and Barboza is currently controlled as a four way stop.

Bass Avenue leads west to intersect with State Highway 33, at the northwest corner of the project site. This intersection is controlled by a traffic signal. Highway 33 is designated as an Arterial roadway.

Infrastructure: Existing water and sewer lines run past the site under Bass Avenue. There is an existing 24-inch sewer main that runs past the site, as well as an existing 8-inch water line. Storm drainage to the existing development is surface drainage provided by curbs and gutters.

Services: Police protection is provided to the site by the City of Mendota. Fire protection is provided by the Fresno County Fire Protection District operating from the station west of the site on the north side of McCabe Avenue, west of Highway 33.

Environmental: The City has performed an environmental analysis (an "Initial Environmental Study") of the project and associated requests in accordance with the California Environmental Quality Act (CEQA). The study determined the project will not have significant impacts on the environment, provided the following measures are incorporated into the project construction and operation:

A. Greenhouse Gases

1. The project applicant shall demonstrate compliance with the applicable BPS strategies to the Planning Division prior to the issuance of a building permit. The following BPS strategies are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project:
 - The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
 - The project applicant shall ensure site design and building placement to minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized.
 - Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting).
 - The project applicant shall install energy efficient roofing materials.
 - The project applicant shall plant trees to provide shade.
 - The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall install energy efficient heating and cooling systems, appliances and equipment, and control systems.
 - Require truck idling to be restricted during construction and operational phases of the project. During construction, the site shall be posted with signs that restrict truck idling to fifteen minutes or less.
 - Reuse and recycle construction and demolition waste;
 - Use low or zero-emission vehicles where practical, including construction vehicles;
 - Conservative use of both potable and non-potable water to the maximum extent practicable;
 - Use graywater where practical. (Graywater is untreated household waste water from bathtubs, showers, bathroom wash facilities, and water from washing machines).

Time Frame: Prior to construction

Responsible Party: Project Contractor and City Planner

B. Hydrology and Water Quality

1. Prior to development of the site, the City shall undertake actions to ensure the activation to stand-by status of a backup well is approved by the State Water Resources Control Board, Division of Drinking Water.
2. Water hoses used during construction shall be equipped with automatic shut-off (e.g. spray gun).
3. Landscaping for public and private spaces shall conform to the requirements of the State of California's Model Water Efficient Landscape Ordinance (MWELo) as amended in 2015, and shall feature drought-tolerant species, and irrigation shall be a low-flow drip (or equivalent) automatic system with soil moisture and rain shut-off sensors. A landscaping and irrigation plan, together with the water demand calculations required under the MWELo, shall be submitted for review and approval by the City, prior to installation.

Time Frame: Prior to construction

Responsible Party: Project Contractor and City Planner

C. Noise

1. Noise-generating construction activities at the site shall be limited to daylight hours, Monday through Saturdays.

Time Frame: During construction

Responsible Party: Project Contractor

D. Transportation/Traffic

1. The project shall ensure installation of a traffic signal at the intersection of Bass Avenue and Barboza, prior to completion of the final phase of the project.

Time Frame: Prior to occupancy of first residential unit

Responsible Party: Project Contractor and City Engineer

E. Utilities and Service Systems

1. The developer shall provide engineering calculations demonstrating the required flow together with the existing and proposed capacities of the Bass Avenue ditch and the storage basin at the Wastewater Treatment Plant, to the satisfaction of the City Engineer. Hydrological parameters shall be as required by the City. Prior to completion of Phase 1 of the project, the developer shall construct improvements necessary to provide capacity in the ditch and the basin sufficient to handle the existing demands, plus demands exhibited by the project.

Time Frame: Engineering calculations must be supplied together with the storm drainage and subdivision improvement plans, for review and subsequent approval by the City Engineer. Satisfactory completion of construction of storm drainage improvements will be required prior to acceptance of Phase 1 improvements.

Responsible Party: Project Contractor, City Department of Public Works and City Engineer

**PLANNING COMMISSION
OF THE CITY OF MENDOTA
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. PC 18-02

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENDOTA APPROVING A MITIGATED
NEGATIVE DECLARATION FOR THE LA COLONIA PROJECT.**

WHEREAS, an application for a General Plan amendment, zone change, Vesting Tentative Subdivision Map and Development Agreement was submitted by KSA Homes (Steve Hair), 3401 Office Park Drive, Suite 115, Bakersfield, CA 93309 with the ultimate result being an 86-lot single family residential subdivision, a 1.7-acre site for future commercial development and a 0.4-acre park, on two parcels containing approximately 18.7 acres located on the south side of Bass Avenue, east of State Highway 33 in the City of Mendota. The Assessor Parcel Numbers of the site are 013-061-015 and 012-160-039.

WHEREAS, the applicant's requests include:

1. A General Plan Amendment to change the Mendota General Plan's land use designation for the site from "High Density Residential" and "Community Commercial" to a combination of "Medium Density Residential", "Community Commercial" and "Recreational".
2. A zone change to change the zoning of the site from C-2 (Community Shopping Center) and R-3 (High Density Multi Family Residential) to R-1 (Single Family Residential with Planned Development provisions), C-2 and O (Open Space)
3. A Vesting Tentative Subdivision Map to subdivide the site into 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre mini park, along with streets and utility connections, among other improvements, and
4. A Development Agreement to establish certain development rights for the project.

WHEREAS, the planning requests are considered a "project" under the Guidelines of the California Environmental Quality Act (CEQA) and accordingly the City has prepared an Initial Environmental Study consistent with CEQA, and

WHEREAS, the Initial Environmental Study determined that the proposed project would not result in significant impacts to the environment, provided that mitigation measures are incorporated into the project design and operation, and

WHEREAS, the City advertised and circulated the Initial Environmental Study for public review and comment, with a closing date of May 28, 2018 for comments to be submitted, and

WHEREAS, by the end of the comment period several comment letters were received by the City, including:

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

None of the letters challenged the proposed adoption of a Mitigated Negative Declaration, and

WHEREAS, the Planning Department has prepared a staff report on the project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, after considering all the evidence presented, has determined the following findings are relevant in evaluating this action:

1. The proposed project is consistent with the goals, objectives and policies of the 2025 Mendota General Plan and the Mendota Zoning Ordinance.
2. The City has prepared an Initial Environmental Study, consistent with the requirements of CEQA. The study determined the project will not have significant impacts on the environment, provided that mitigation measures are incorporated into the project construction and operation. Accordingly, a Mitigated Negative Declaration (Attachment "A") has been prepared.
3. The proposed action will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community

NOW, THEREFORE BE IT RESOLVED THAT the Initial Environmental Study prepared for the project and the Mitigated Negative Declaration as shown in Attachment "A", are hereby adopted by the Mendota Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the City of Mendota at a regular meeting held on the 19th day of June, 2018, upon a motion by _____, a second by _____, and by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Juan Luna, Chair

Matt Flood, City Clerk

CITY OF MENDOTA
PROPOSED MITIGATED NEGATIVE DECLARATION

MENDOTA PLANNING DEPARTMENT 643 QUINCE ST. MENDOTA, CA 93640 (559) 643-4298

APPLICANT: Gateway Homes
 5301 Office Park Drive, Suite 115
 Bakersfield, CA 93309

PROJECT TITLE: La Colonia Project

PROJECT LOCATION: The project includes two parcels containing approximately 18.7 acres located on the south side of Bass Avenue east of State Highway 33 in the City of Mendota.

PROJECT DESCRIPTION: The project is proposing a General Plan Amendment, zone change and Tentative Subdivision Map for a 86-lot single family residential subdivision, a 0.4-acre park and a 1.65 acre lot for future commercial development. The project also includes a Development Agreement.

FINDINGS OF NO SIGNIFICANCE:

1. The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.
2. The project does not have the potential to achieve short-term economic gain, to the disadvantage of long-term environmental goals.
3. The project does not have the potential to have impacts which are individually limited but cumulatively considerable.
4. The project will not cause substantial adverse effects on people, either directly or indirectly.

DETERMINATION:

On the basis of an initial environmental assessment and the findings mentioned above, the City of Mendota determines that the project will not have a significant impact on the environment.:

City Planner

Date Adopted

MITIGATION MEASURES AND MITIGATION MONITORING PROGRAM

A. Greenhouse Gases

1. The project applicant shall demonstrate compliance with the applicable BPS (Best Performance Standards) to the Planning Division prior to the issuance of a building permit. The following BPS strategies are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project:
 - The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
 - The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized.
 - Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting).
 - The project applicant shall install energy efficient roofing materials.
 - The project applicant shall plant trees to provide shade.
 - The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall install energy efficient heating and cooling systems, appliances and equipment, and control systems.
 - Require truck idling to be restricted during construction and operational phases of the project. During construction, the site shall be posted with signs that restrict truck idling to fifteen minutes or less.
 - Reuse and recycle construction and demolition waste;
 - Use low or zero-emission vehicles where practical, including construction vehicles;
 - Conservative use of both potable and non-potable water to the maximum extent practicable;
 - Use graywater where practical. (Graywater is untreated household waste water from bathtubs, showers, bathroom wash facilities, and water from washing machines).

Time Frame: Prior to construction

Responsible Party: Project Contractor and City Planner

B. Hydrology and Water Quality

1. Prior to development of the site, the City shall undertake actions to ensure the use of a backup well is approved by the State Department of Water Resources.
2. Water hoses used during construction shall be equipped with automatic shut-off (e.g. spray gun).
3. Landscaping shall feature drought-tolerant species, and irrigation shall be a low-flow drip (or equivalent) automatic system with soil moisture and rain shut-off sensors. A landscaping and irrigation plan shall be submitted for review and approval by the City, prior to installation.

Time Frame: Prior to construction

Responsible Party: Project Contractor and City Planner

C. Noise

1. Noise-generating construction activities at the site shall be limited to daylight hours, Monday through Saturdays.

Time Frame: During construction

Responsible Party: Project Contractor

D. Transportation/Traffic

1. The project shall pay a traffic impact mitigation fee toward installation of a signal at the intersection of Bass Avenue and Barboza. This shall be incorporated into a Development Agreement that is prepared and processed for the project.

Time Frame: Prior to occupancy

Responsible Party: Project Contractor and City Engineer

E. Utilities and Service Systems

1. The developer shall provide engineering calculations demonstrating the existing and proposed capacities of the Bass Avenue ditch and the storage basin at the Wastewater Treatment Plant, to the satisfaction of the City Engineer. Prior to completion of Phase 1 of the project, the developer shall construct improvements necessary to provide capacity in the ditch and the basin sufficient to handle the existing demands, plus demands exhibited by the project.

Time Frame: Engineering calculations must be supplied prior to the start of construction. Construction of improvements shall occur prior to completion of Phase 1.

Responsible Party: Project Contractor and City Engineer

**PLANNING COMMISSION
OF THE CITY OF MENDOTA
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. PC 18-03

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENDOTA RECOMMENDING
APPROVAL OF GENERAL PLAN AMENDMENT 2015-01 AND ZONE CHANGE 2015-01
(LA COLONIA PROJECT)**

WHEREAS, an application for a General Plan amendment, zone change, Vesting Tentative Subdivision Map and Development Agreement was submitted by KSA Homes (Steve Hair), 3401 Office Park Drive, Suite 115, Bakersfield, CA 93309 with the ultimate result being an 86-lot single family residential subdivision, a 1.7-acre site for future commercial development and a 0.4-acre park, on two parcels containing approximately 18.7 acres located on the south side of Bass Avenue, east of State Highway 33 in the City of Mendota. The Assessor Parcel Numbers of the site are 013-061-015 and 012-160-039.

WHEREAS, the applicant's requests include:

1. A General Plan Amendment to change the Mendota General Plan's land use designation for the site from "High Density Residential" and "Community Commercial" to a combination of "Medium Density Residential", "Community Commercial" and "Recreational".
2. A zone change to change the zoning of the site from C-2 (Community Shopping Center) and R-3 (High Density Multi Family Residential) to R-1 (Single Family Residential with Planned Development provisions), C-2 and O (Open Space (Recreation))
3. A Vesting Tentative Subdivision Map to subdivide the site into 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre mini park, along with streets and utility connections, among other improvements, and
4. A Development Agreement to establish certain development rights for the project.

WHEREAS, the site is currently designated "High Density Residential" and "Community Commercial" on the Land Use Map of the 2025 Mendota General Plan, and further, the site is zoned R-3 (High Density Multi Family Residential) and C-2 (Community Shopping Center) on the official zoning map of the City of Mendota, and

WHEREAS, the applicant is requesting the site be re-designated "Medium Density Residential" "Community Commercial" and "Recreational" on the Land Use Map of the General Plan, and to be zoned "R-1 (Single Family Residential with Planned Development provisions), C-2 and O (Open Space), and

WHEREAS, the purpose of these amendments is to facilitate development of an 86-lot single family residential subdivision, a park and a site for future commercial development, and

WHEREAS, the applicant is seeking application of the Planned Development (PD) provisions to facilitate flexibility with respect to development standards such as minimum lot size, and the PD requires that special findings be made by the Planning Commission and City Council, and

WHEREAS, property owners within 300 feet of the subject site were notified of the meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the Planning Commission held a public hearing on the General Plan Amendment and zone change and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, after considering all the evidence presented, determined the following findings were relevant in evaluating this request:

1. The proposed request will not have an adverse impact on the health, safety or welfare of surrounding residents or on the community.

2. The proposed request is consistent with the goals, objectives and policies of the Mendota General Plan.

3. The City has conducted an Initial Environmental Study consistent with the requirements of CEQA (California Environmental Quality Act) which found that the proposed project will not have a significant impact on the environment, provided that mitigation measures are incorporated into the project. Accordingly, a Mitigated Negative Declaration has been prepared for adoption.

4. The property is within Mendota's sewer, water and storm drainage service areas.

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

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

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

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

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

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

a. Appropriateness of the use(s) at the proposed location;

- b. The mix of uses, housing types, and housing price levels;
- c. Provision of infrastructure improvements;
- d. Provision of usable active or passive open space;
- e. Compatibility of uses within the planned development area;
- f. Creativity in design and use of land;
- g. Quality of design, and adequacy of light and air into the interior spaces of buildings; and
- h. Overall enhancement of neighborhood character and the built and natural environments of the city.

NOW THEREFORE, BE IT FURTHER RESOLVED that the Planning Commission hereby recommends to the City Council approval of General Plan Amendment 2018-01 and Zone Change 2018-01, as shown in Maps 1 and 2.

PASSED AND ADOPTED by the Planning Commission of the City of Mendota at a regular meeting held on the 19th day of June, 2018, upon a motion by _____, a second by _____, and by the following vote:

AYES:

NOES:

ABSTAIN:

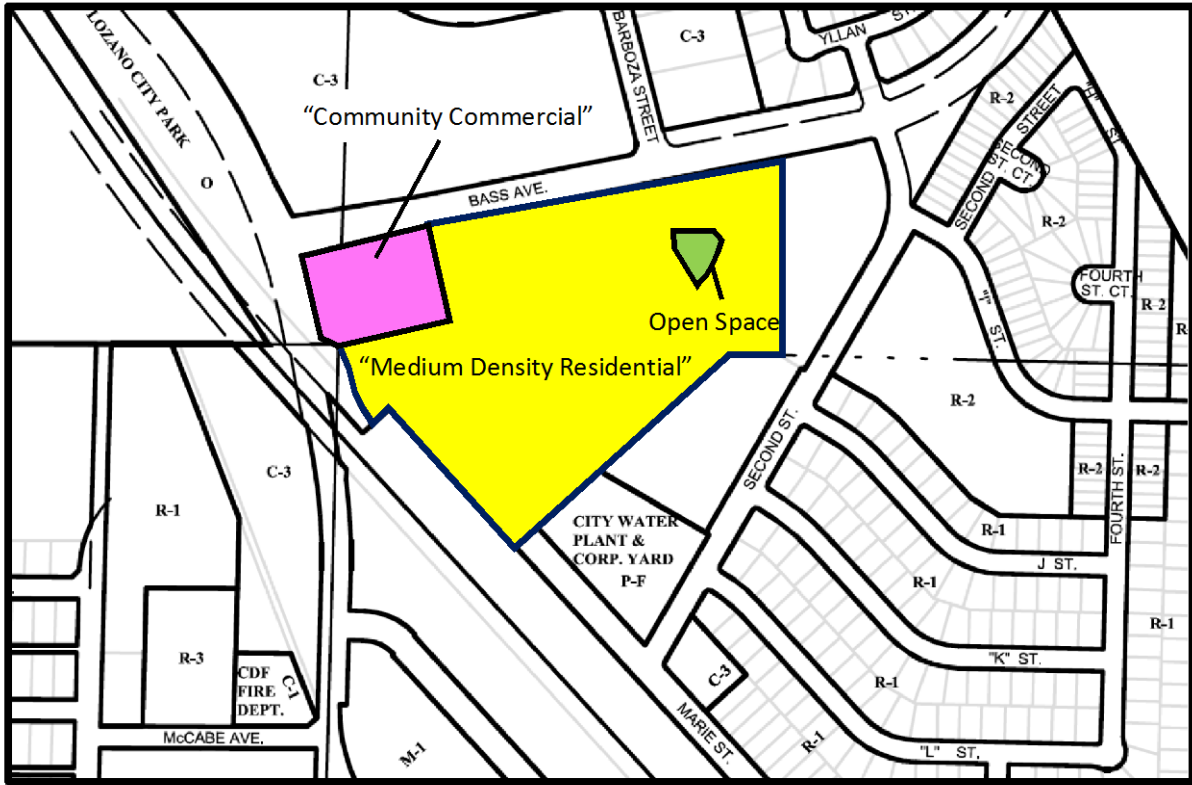
ABSENT:

ATTEST:

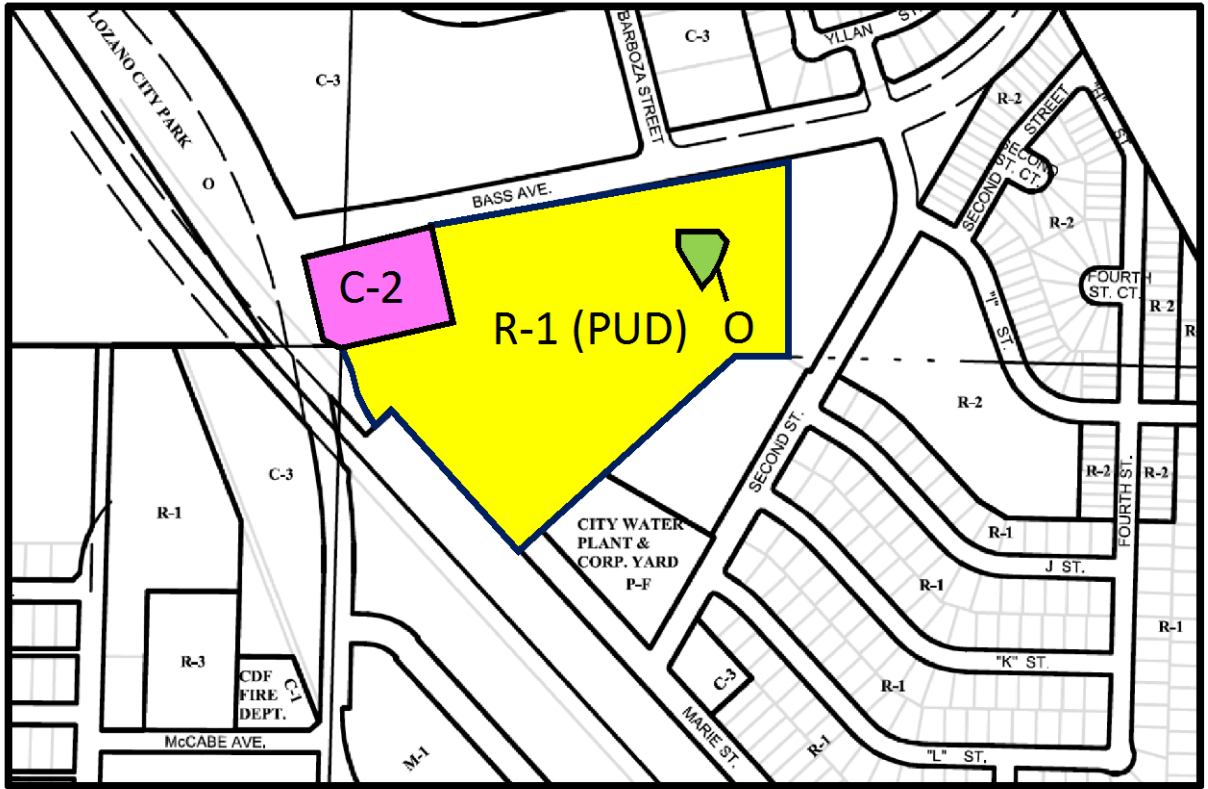
Juan Luna, Chair

Matt Flood, City Clerk

Map 1: Proposed General Plan Land Use Designations



Map 2: Proposed Zoning Designations



**PLANNING COMMISSION
OF THE CITY OF MENDOTA
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. PC 18-04

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENDOTA RECOMMENDING
APPROVAL OF VESTING TENTATIVE SUBDIVISION MAP 2018-01 (LA COLONIA)**

WHEREAS, an application for a General Plan amendment, zone change, Vesting Tentative Subdivision Map and Development Agreement was submitted by KSA Homes (Steve Hair), 3401 Office Park Drive, Suite 115, Bakersfield, CA 93309 with the ultimate result being an 86-lot single family residential subdivision, a 1.7-acre site for future commercial development and a 0.4-acre park, on two parcels containing approximately 18.7 acres located on the south side of Bass Avenue, east of State Highway 33 in the City of Mendota. The Assessor Parcel Numbers of the site are 013-061-015 and 012-160-039.

WHEREAS, the applicant's requests include:

1. A General Plan Amendment to change the Mendota General Plan's land use designation for the site from "High Density Residential" and "Community Commercial" to a combination of "Medium Density Residential", "Community Commercial" and "Recreational".
2. A zone change to change the zoning of the site from C-2 (Community Shopping Center) and R-3 (High Density Multi Family Residential) to R-1 (Single Family Residential with Planned Development provisions), C-2 and O (Open Space (Recreation))
3. A Vesting Tentative Subdivision Map to subdivide the site into 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre mini park, along with streets and utility connections, among other improvements, and
4. A Development Agreement to establish certain development rights for the project.

WHEREAS, the Vesting Tentative Subdivision map proposes 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre park, and

WHEREAS, the applicant has requested application of the Planned Development (PUD) provisions to the R-1 residential portion of the site to facilitate flexibility with respect to development standards, including lot sizes, and

WHEREAS, lot sizes for the proposed single family residential lots range from 4,781 square feet to 12,007 square feet, with an average lot size of 6,326 square feet, and

WHEREAS, additional improvements within the subdivision will include streets, utilities, walls, landscaping, lighting and other improvements, and

WHEREAS, property owners within 300 feet of the subject site were notified of the Planning Commission's meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the Planning Commission held a public hearing on this application and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, after considering all the evidence presented, determined the following findings were relevant in evaluating this project:

1. The project is consistent with the Mendota General Plan, Land Use Element, as amended.
2. This proposal will result in an improved project which is consistent with the regulations and provisions of the general plan.
3. The project will not have a significant impact on the environment provided that mitigation measures are incorporated into the project; a Mitigated Negative Declaration has been adopted, consistent with the Guidelines of the California Environmental Quality Act.
4. The project will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.

NOW, THEREFORE BE IT RESOLVED THAT Vesting Tentative Subdivision Map 2018-01, as shown in Figure 1, is approved subject to the following conditions:

1. There may be multiple final maps prepared based upon this map. The City will retain right of approval over the specific configuration of each final map.
2. All infrastructure shall be constructed in accordance with the current version of the City of Mendota Standard Specifications and Standard Drawings, as well as other appurtenant state and federal agency requirements.
3. With the first phase, the developer shall construct a 6-foot tall block wall along the outside property lines of the project wherever it is adjacent to other properties zoned with designations other than R-1, and along the Bass Avenue frontage. Height is measured from finish grade inside the lot to the top of the wall.
4. A 6-foot tall block wall shall be constructed along each side of the 10' wide pedestrian easement between Lots 55 & 56 as well as along the property line between the proposed park (Lot A, zoned O) and Lots 68 & 86
5. Sanitary sewer service shall be connected to the existing 24" City sewer running parallel to Bass Avenue.
6. Water Service shall be connected to the existing 8" City water distribution pipeline in Bass Avenue. Prior to construction of the Bass Avenue improvements, developer shall extend the 8" water distribution pipeline in Bass Avenue approximately 700 linear feet west of the tee at Barboza Street to serve the future commercial lot (Lot B.)
7. Storm Drainage is to be conveyed to an open ditch along the southerly and easterly side of Bass Avenue, where it will flow to a pond on the site of the City's wastewater treatment plant (WWTP). Improvements to the storm drainage system will be required all along that route, and at the WWTP. See conditions 16 through 18 below.
8. In-Tract streets shall be designed for a Traffic Index of 5.0 using a soil R-Value derived from on-site soil testing by a qualified geotechnical laboratory. The entrance road shall be designed for a Traffic Index of 6.0.

9. The entrance road shall have a 5' wide center median. The residential street in front of Lots 9 through 12 shall have an arch-shaped median constructed to allow through traffic on the main street and 20' width of travel in front of the lots. All medians shall have red painted curbs and be landscaped per condition 13 below.
10. Temporary turnarounds (bulbs) shall be constructed for all interior streets which are dead ends as a result of phased Final Map boundaries. The bulbs shall be a minimum 75 feet in diameter to facilitate operation of trash trucks. Final Maps shall create temporary road easements for the benefit of the public for such turnarounds, which will be abandoned with the next mapping phase.
11. With the first phase of development, the south half Bass Avenue shall be widened to its full half-width over the full frontage of the entire tract. The street section shall be a variation on City Standard Drawing ST-6 (Arterial Street) with the following characteristics:
 1. The half-right-of-way width shall be 42 feet.
 2. Width from centerline to face of curb shall be 27 feet, leaving 15 feet for sidewalk and landscape.
 3. No parking lane will be provided.
 4. Sidewalk shall be a minimum of 5 feet wide and shall be parkway pattern.
 5. Location of sidewalk shall provide a 5-foot parkway and a 5-foot landscape strip between the back of walk and the concrete block wall.
 6. Construction shall include application of new centerline and lane striping.
 7. Signage shall include "No Parking" signs along the frontage.
 8. Design Traffic Index shall be 7.0.
 9. Street pavement section shall be designed based on a soil R-Value derived from on-site soil testing by a qualified geotechnical laboratory.
 10. Transition paving shall be provided outside the limits of the subdivision and shall provide widening and narrowing of the pavement to match the existing southerly edge of Bass Avenue. The lengths of the widening and narrowing shall be set in accordance with the requirements of the current edition of the Caltrans Highway Design Manual. Appropriate fog line and lane-drop striping shall be applied, in accordance with Caltrans standards.
12. Prior to the release of the 60'th building permit, the intersection of Bass Avenue and Barboza Street shall be fully signalized. Developer's Engineer shall submit traffic signal plans for approval by the City.
13. The parkway and landscape strip along Bass Avenue shall be landscaped to the satisfaction of the City. The developer shall provide an automatic drip irrigation system, subject to approval of the City Engineer, to water all proposed landscaping, which shall conform to current Model Water Efficient Landscape Ordinance (MWELo) requirements for maximum water use. Landscaping shall consist of shrubs, trees and perennial groundcover. No turf shall be used. Calculations demonstrating MWELo compliance for Bass Avenue landscape shall be submitted along with the improvement drawings.
14. Developer's Engineer shall provide engineering calculations demonstrating the ability of the proposed water system to provide a minimum 1,500 gpm fire flow at the hydrant most distant from the water connection to the City system, while simultaneously meeting Maximum Day Demand. Water pressure at the point of connection, for use in these calculations, will be provided by the City.
15. Developer's Engineer shall submit information demonstrating the required volume of water and residual pressure required to operate the necessary in-home fire sprinkler system and shall

demonstrate that the proposed mains and house services provide that volume and pressure under the same conditions as in condition 15 above.

16. Developer's Engineer shall provide calculations demonstrating the volume of storm drainage expected from the development, using the City of Mendota's storm drainage design criteria and procedures. Calculations shall demonstrate the adequacy of the Bass Avenue side ditch to convey the proposed storm drainage in addition to the drainage from the additional tributary area from the developments north of Bass Avenue and off 2nd Street, and including the water coming from the storm drain lift station at 2nd Street and Naples Street. The City will provide the extent of the tributary areas to this system and flow rates of the lift station.
17. Site grading shall provide for storm drain breakover to Bass Avenue with a minimum 1.0- foot freeboard to the lowest finish floor elevation.
18. The storm drainage basin located at the WWTP shall be designed as a retention basin, in accordance with City of Mendota storm drainage design standards. The City will determine the location of the proposed basin within the WWTP site.
19. To the extent required to meet the requirements in conditions 16, 17 and 18, the developer shall completely construct improvements to the Bass Avenue side ditch, the basin at the WWTP, and the connection between the ditch and the basin prior to City's acceptance of the public improvements for Phase 1 of the development.
20. Street trees (species to be approved by the City Planner) shall be planted at approximately 25-foot intervals within parkways along all streets, and along the landscape planter adjacent to the proposed masonry wall and within the parkway along Bass Avenue.
21. Street lamps shall be pedestrian-scale antique-style street lamps, to be approved by the City Engineer and City Planner. Minimum luminance shall be 1.0 foot-candle along the backs of sidewalks and at street centerlines.
22. All street sign poles and traffic signal poles and arms shall be painted gloss black.
23. On corner lots, fencing along the street side yard shall be set back from the sidewalk at least five feet, and landscaping shall be established within that area by the developer.
24. The applicant shall install landscaping and irrigation improvements in the mini park prior to the completion of 20 homes. Landscaping shall comply with current Model Water Efficient Landscape Ordinance (MWELO) requirements for maximum water use.
25. Prior to construction, the applicant shall provide Caltrans a one page technical memorandum from a traffic consultant comparing the existing zoning trip generation to the proposed zoning trip generation.
26. The project shall form a Community Facilities District and a Landscape and Lighting District as provided for in the project's Development Agreement.
27. Mitigation measures identified in the Mitigated Negative Declaration prepared for the project shall be implemented, as follows:

A. Greenhouse Gases

The project applicant shall demonstrate compliance with the applicable BPS (Best Performance Standards)strategies to the Planning Division prior to the issuance of a building permit. The following PBS strategies are considered to be applicable, feasible, and effective in reducing greenhouse gas emissions generated by the project:

- The project applicant shall provide a pedestrian access network that internally links all residential units and connects to the existing surrounding external streets and pedestrian facilities.
- The project applicant shall ensure site design and building placement minimize barriers to pedestrian access and interconnectivity. Physical barriers such as wells, berms, landscaping, and slopes between residential uses that impede bicycle or pedestrian circulation shall be eliminated. In addition, barriers to pedestrian access of neighboring facilities and sites shall be minimized.
- Any transit stops associated with the project shall be provided with safe and convenient bicycle/pedestrian access and provide essential transit stop improvements (i.e., shelters, route information, benches, and lighting).
- The project applicant shall install energy efficient roofing materials.
- The project applicant shall incorporate bike lanes and routes into the street system.
- The project applicant shall plant trees to provide shade.
- The project applicant shall install only natural gas or electric stoves in residences. The project applicant shall install energy efficient heating and cooling systems, appliances and equipment, and control systems.
- Require truck idling to be restricted during construction and operational phases of the project. During construction, the site shall be posted with signs that restrict truck idling to fifteen minutes or less.
- Reuse and recycle construction and demolition waste;
- Use low or zero-emission vehicles where practical, including construction vehicles;
- Conservative use of both potable and non-potable water to the maximum extent practicable;
- Use graywater where practical. (Graywater is untreated household waste water from bathtubs, showers, bathroom wash facilities, and water from washing machines).

Time Frame: Prior to construction

Responsible Party: Project Contractor and City Planner

B. Hydrology and Water Quality

- a. Prior to development of the site, the City shall undertake actions to ensure the use of a backup well is approved by the State Department of Water Resources.
- b. Water hoses used during construction shall be equipped with automatic shut-off (e.g. spray gun).
- c. Landscaping shall feature drought-tolerant species, and irrigation shall be a low-flow drip (or equivalent) automatic system with soil moisture and rain shut-off sensors. A landscaping and irrigation plan shall be submitted for review and approval by the City, prior to installation.

Time Frame: Prior to construction

Responsible Party: Project Contractor and City Planner

C. Noise

- a. Noise-generating construction activities at the site shall be limited to daylight hours, Monday through Saturdays.

Time Frame: During construction
Responsible Party: Project Contractor

D. Transportation/Traffic

- a. Prior to issuance of the 60th building permit, the intersection of Bass Avenue and Barboza Street shall be fully signalized. Developer’s Engineer shall submit traffic signal plans for approval by the City.

Time Frame: Prior to occupancy
Responsible Party: Project Contractor and City Engineer

E. Utilities and Service Systems

- a. The developer shall provide engineering calculations demonstrating the existing and proposed capacities of the Bass Avenue ditch and the storage basin at the Wastewater Treatment Plant, to the satisfaction of the City Engineer. Prior to completion of Phase 1 of the project, the developer shall construct improvements necessary to provide capacity in the ditch and the basin sufficient to handle the existing demands, plus demands exhibited by the project.

Time Frame: Engineering calculations must be supplied prior to the start of construction. Construction of improvements shall occur prior to completion of Phase 1.
Responsible Party: Project Contractor and City Engineer

NOW, THEREFORE BE IT RESOLVED THAT Vesting Tentative Subdivision Map 2018-01, as shown in Map 1 and on file at Mendota City Hall, is hereby recommended by the Mendota Planning Commission for approval by the Mendota City Council.

PASSED AND ADOPTED by the Planning Commission of the City of Mendota at a regular meeting held on the 19th day of June, 2018, upon a motion by _____, a second by _____, and by the following vote:

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

ATTEST:

Juan Luna, Chair

Matt Flood, City Clerk

**PLANNING COMMISSION
OF THE CITY OF MENDOTA
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. PC 18-05

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENDOTA RECOMMENDING
APPROVAL OF A DEVELOPMENT AGREEMENT FOR THE LA COLONIA PROJECT**

WHEREAS, an application for a General Plan amendment, zone change, Vesting Tentative Subdivision Map and Development Agreement was submitted by KSA Homes (Steve Hair), 3401 Office Park Drive, Suite 115, Bakersfield, CA 93309 with the ultimate result being an 86-lot single family residential subdivision, a 1.7-acre site for future commercial development and a 0.4-acre park, on two parcels containing approximately 18.7 acres located on the south side of Bass Avenue, east of State Highway 33 in the City of Mendota. The Assessor Parcel Numbers of the site are 013-061-015 and 012-160-039, and

WHEREAS, the applicant's requests include:

1. A General Plan Amendment to change the Mendota General Plan's land use designation for the site from "High Density Residential" and "Community Commercial" to a combination of "Medium Density Residential", "Community Commercial" and "Recreational".
2. A zone change to change the zoning of the site from C-2 (Community Shopping Center) and R-3 (High Density Multi Family Residential) to R-1 (Single Family Residential with Planned Development provisions), C-2 and O (Open Space (Recreation))
3. A Vesting Tentative Subdivision Map to subdivide the site into 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre mini park, along with streets and utility connections, among other improvements, and
4. A Development Agreement to establish certain development rights for the project.

WHEREAS, the Vesting Tentative Subdivision map proposes 86 single family residential lots, a 1.7-acre site for future commercial development and a 0.4-acre park, and

WHEREAS, the applicant is required to enter into a Development Agreement (pursuant to Section 65864 et. seq. of the California Government Code) with the City to ensure proper development of the site, and

WHEREAS, property owners within 300 feet of the subject site were notified of the Planning Commission's meeting and a public hearing notice was published ten (10) days prior to the Planning Commission's meeting, and

WHEREAS, the Planning Department has prepared a staff report and environmental finding, and

WHEREAS, the Planning Commission held a public hearing on this application and accepted testimony.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission, after considering all the evidence presented, determined the following findings were relevant in evaluating this project:

1. The project is consistent with the Mendota General Plan, Land Use Element.
2. This proposal will result in an improved project which is consistent with the regulations and provisions of the general plan.
3. The project will not have a significant impact on the environment provided that mitigation measures are incorporated into the project; a Mitigated Negative Declaration has been adopted, consistent with the Guidelines of the California Environmental Quality Act.
4. The project will not have an adverse impact on the health, safety and welfare of residents in the neighborhood or community.
5. A Development Agreement (Attachment "A") will ensure the site is properly developed.

NOW, THEREFORE BE IT RESOLVED THAT Development Agreement 2018-01, as shown in Attachment "A", is hereby approved by the Mendota Planning Commission.

PASSED AND ADOPTED by the Planning Commission of the City of Mendota at a regular meeting held on the 19th day of June, 2018, upon a motion by _____, a second by _____, and by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

 Juan Luna, Chair

 Matt Flood, City Clerk

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

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

RECITALS

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

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

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

Developer seeks to develop the Subject Property consistent with the 2025 Mendota General Plan (“**General Plan**”).

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

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

E. Certainty Desired. Developer desires to carry out the development of the Subject Property as a mixed use development consistent with the General Plan, the Development Approvals, and this Agreement. The complexity, magnitude and long term build-out of the Subject Property would be difficult for Developer to undertake if the City had not determined, through this Development Agreement, to inject a sufficient degree of certainty in the land use regulatory process to justify the substantial financial investment associated with the development of the Subject Property. In order to obtain the housing, tax and other benefits the development of the Subject Property will provide and to assure that the impacts of the La Colonia Project will be adequately addressed, City desires certainty as to the scope of development, and in particular that needed infrastructure, facilities and services related to the La Colonia Project will be provided in a timely fashion. Developer desires certainty regarding the type and amount of development fees and exactions that it will be charged by the City and to define the design review and permitting process. As a result of the execution of this Agreement, both Parties can be assured that the

development of the Subject Property can proceed without disruption caused by a change in City planning and development policies and requirements.

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

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

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

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

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

J. CEQA. The City Planner, in its independent judgment, on the basis of an initial environmental assessment and findings of no significance, found that the La Colonia Project will not have a significant impact on the environment and adopted a Mitigated Negative Declaration on _____, 2018.

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

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

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

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

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

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

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

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

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

After the first eight (8) years of this Agreement, the development impact fees applicable to the development of the Subject Property shall be all applicable fees, as reasonably determined by the City, adopted by the City and in effect at the time payment of the fees is required, including any new fees the City adopted at any time the Agreement is in effect. The amount of the fees applicable to the development of the Subject Property after the first eight (8) years the agreement is in effect shall be as set forth in the most current adopted Master Fee schedule at the time payment is required. The amounts of permit processing fees shall be those provided in Exhibit I. Nothing provided in this Agreement shall limit the Developer from exercising vesting rights obtained before or after execution of this Agreement through other means.

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

102. Rules, Regulations and Official Policies.

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

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

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

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

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

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

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

104. Term; Recordation. The term of this Agreement shall commence upon the recordation of this Agreement with the County Recorder and shall extend for a period of twenty (20) years. Thereafter, unless said term is modified or extended by mutual consent of the Parties, subject to the provisions of Section 700 hereof, upon expiration of said term, this Agreement shall be deemed terminated and of no further force and effect and the Parties shall, upon request of the City, execute an appropriate certificate of termination which shall be recorded in the official records of the County, subject, however, to the provisions of Section 307 hereof. The City Planning Director shall record the Agreement within 10 days of final approval by Council.

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

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

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

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

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

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

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

105.6 Because of the extensive landscaping Developer will be constructing along the Bass Avenue frontage of the Project, and the landscaping improvements required for the pocket park proposed within the development, the City intends to form a Landscape and Lighting District (LLD) under the Landscape and Lighting of 1972 (Street & Highways Section 22500, et seq.) to finance the ongoing maintenance, irrigation and repair costs for those areas, which will all be the responsibility of the City. The Developer agrees to annex Tract No. _____ into the LLD, and the Developer shall cooperate with the City and take any necessary actions in order to assist the City in annexing Tract No. _____ into the LLD. In furtherance of the foregoing, the Developer agrees to approve the levy of an assessment on any residential dwelling unit in the amount that is no less than _____ per year but not greater than _____ per year, which shall be subject to an annual escalation factor of no less than 2% but no greater than the rate of increase in the Consumer Price Index published by the U.S. Department of Labor for the County of Fresno.

ARTICLE 2
DEVELOPMENT OF THE SUBJECT PROPERTY

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

201. Approvals.

201.1. Processing Subsequent Development Approvals.

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

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

201.1.3 Effect of Legal Proceedings. Notwithstanding any pending administrative or judicial proceedings, initiative or referendum concerning the Development Approvals or Subsequent Development Approvals, and provided that such actions by City or

Developer are not proscribed by law or court order, City shall process the Developer's applications for Subsequent Development Approvals as provided for herein to the fullest extent allowed by law and Developer may proceed with development pursuant to the Development Approvals or Subsequent Development Approvals to the fullest extent allowed by law.

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

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

202. Public Facilities.

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

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

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

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

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

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

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

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

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

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

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

205.1. Administrative Amendments. Upon the written request of Developer for an amendment or modification to a Development Approval or Subsequent Development Approval, the Planning Director or his/her designee shall determine: (i) whether the requested amendment or modification is minor; and (ii) whether the requested amendment or modification is consistent with the Applicable Rules. If the Planning Director or his/her designee finds that the proposed amendment or modification is minor, consistent with the Applicable Rules, and is not subject to further environmental review under CEQA (See CEQA Guidelines §§ 15162, 15163), the amendment shall be determined to be an “**Administrative Amendment**” and the Planning Director or his/her designee may approve, or may approve with appropriate conditions, the Administrative Amendment. The determination of whether a requested amendment or

modification is an Administrative Amendment shall be within the reasonable discretion of the Planning Director.

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

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

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

209. Encumbrances and Lender's Rights.

209.1 Permitted Encumbrances. This Agreement shall be superior and senior to any lien placed upon the Subject Property. The Parties agree that this Agreement shall not prevent or limit any owner of an interest in the Subject Property from encumbering the Subject Property

with any deed of trust or other security device securing financing with respect to the Subject Property.

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

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

ARTICLE 3

DEFAULT, REMEDIES, TERMINATION

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

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

1. Terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement or the Subject Property; provided, however, if portions of the Subject Property are held in separate ownership at the time such event of default occurs and such event of default is related only to one portion, this

Agreement may be terminated only as to such portion and no such termination shall impair the continuing applicability of this Agreement to the remainder of the Subject Property; or

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

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

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

The City Manager shall provide thirty (30) days prior written notice of such periodic review to the Developer. Such notice shall require the Developer to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be reasonably requested by the City Manager and deemed by him to be required in order to ascertain compliance with this Agreement. If, following such review, the City Manager is not satisfied that the Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, the City Manager may refer the matter, along with his recommendations, to the City Council.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement; nor shall the Developer have or

assert any defense to such enforcement by reason of any such failure to conduct an annual review.

303. Enforced Delay; Extension of Times of Performance. In addition to specific provisions of this Agreement, either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities' enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations, litigation or similar grounds for excused performance. If written notice of such delay is given within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

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

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

306. Invalidity of Agreement.

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

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

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

ARTICLE 4
INDEMNITY; INSURANCE

400. Indemnity/Insurance.

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

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

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

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

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

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

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

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

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of City of policy cancellation of coverage, except for the Workers’ Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, Developer shall provide a new certificate evidencing renewal of such policy not less

than fifteen (15) calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, Developer shall file with City a new certificate and all applicable endorsements for such policy(ies).

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

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

If Developer should subcontract all or any portion of the services to be performed under this Agreement, Developer shall require each subcontractor to provide insurance protection in favor of City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Developer and City prior to the commencement of any work by the subcontractor.

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

ARTICLE 5
PROJECT AS A PRIVATE UNDERTAKING

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

ARTICLE 6
NOTICES

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

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

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

with a copy to:

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

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

with a copy to:

ARTICLE 7
MISCELLANEOUS

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

701. Waiver of Provisions. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of any other occurrence or event.

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

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

Exhibit A: Legal Description of the Subject Property

Exhibit B: Site Map

Exhibit C: Tentative Subdivision Map

Exhibit D: Ordinance Adopting Development Agreement

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

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

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

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

Exhibit I: Processing Fees

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

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

CITY:

DEVELOPER:

CITY OF MENDOTA,
a Municipal Corporation

KSA HOMES, INC.,
a California corporation

By: _____

By: _____

Name: STEPHEN W. HAIR

Its: President

ATTEST:

MATT FLOOD
City Clerk

By: _____

APPROVED AS TO FORM:

JOHN KINSEY
City Attorney

By: _____

Date: _____

EXHIBIT "A"
Legal Description

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

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

PARCEL 1:

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

APN: 013-061-15

PARCEL 2:

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

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

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

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

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

EXHIBIT "A"
Legal Description
(continued)

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

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

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

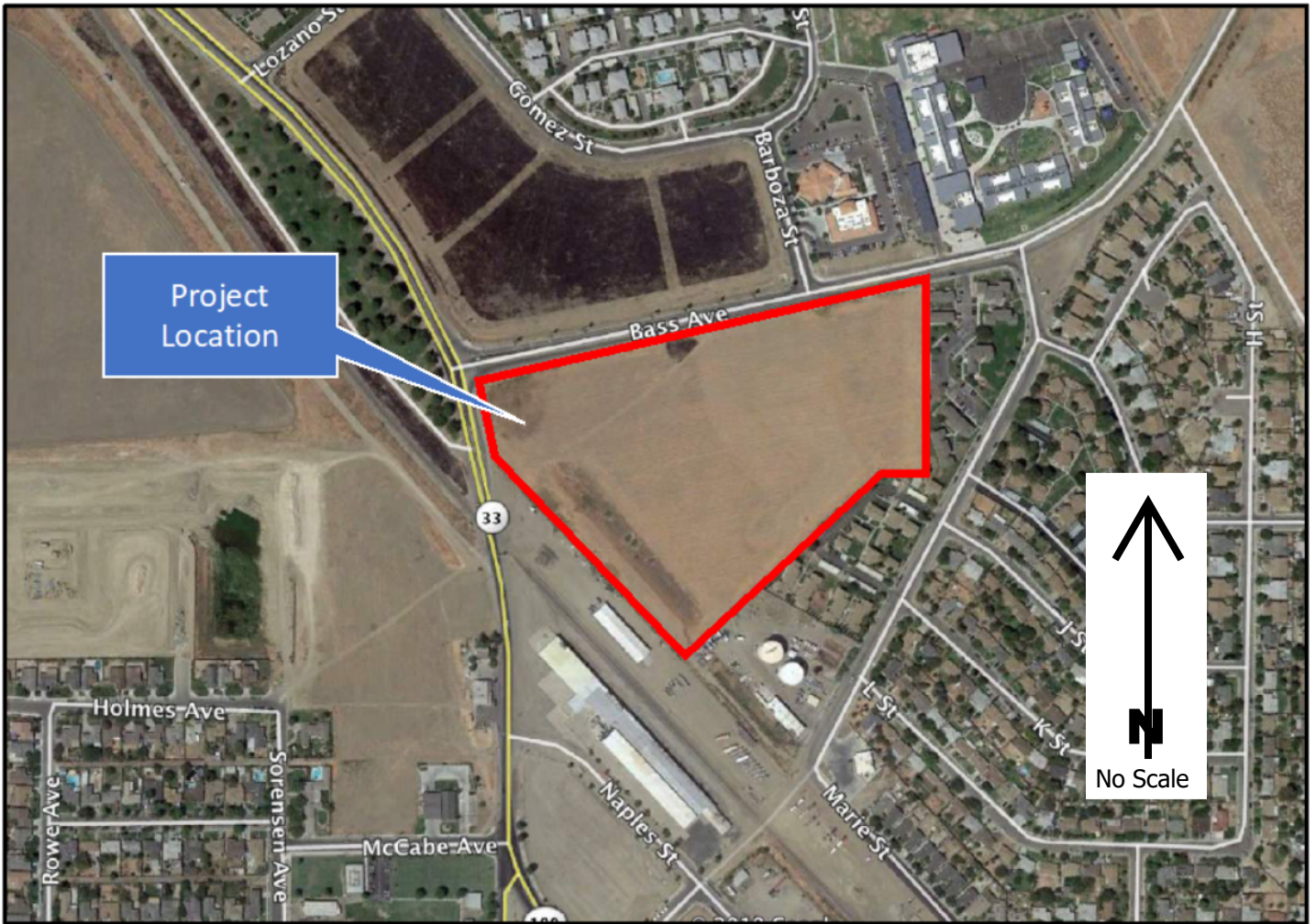
ALSO EXCEPTING THEREFROM, THAT PORTION OF LAND LYING IN THE EAST HALF OF SECTION 25, TOWNSHIP 13 SOUTH, RANGE 14 EAST, MOUNT DIABLO BASE AND MERIDIAN AS DESCRIBED IN A GRANT DEED FROM NORMA LINDGREN, ET AL, TO THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AS RECORDED IN BOOK 5772 AT PAGE 419 AND 420, AS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

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

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

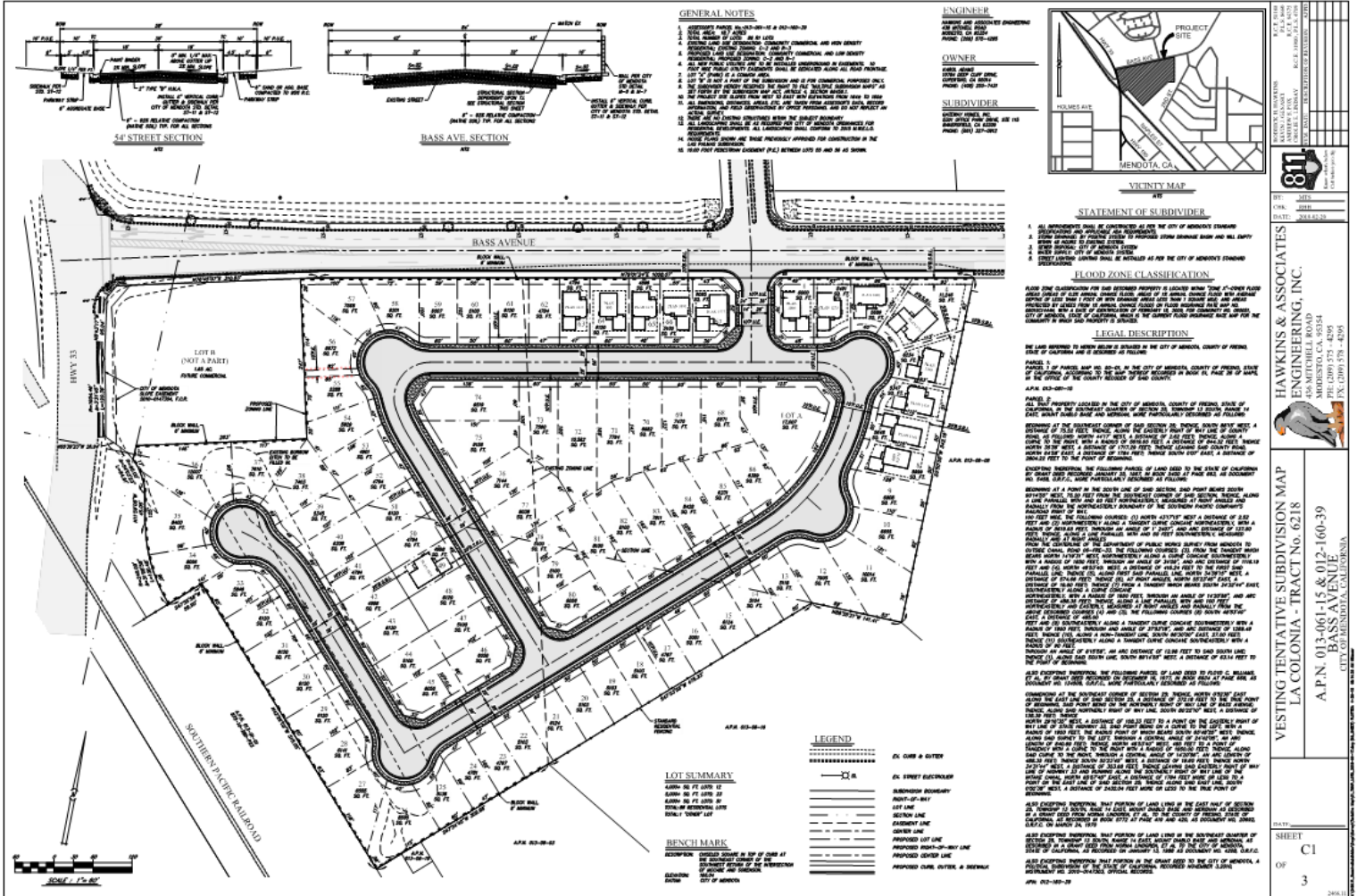
APN: 012-160-39

EXHIBIT "B"



Location of the La Colonia Subdivision.

EXHIBIT "C"



La Colonia Tentative Subdivision Map

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

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

SHEET
 C1
 OF
 3

EXHIBIT "D"

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

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

EXHIBIT "E"

Exaction: Off-Site Improvement (Storm Drain)

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

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

The Applicant will be obliged to pay 1/3 of the total cost of this work as a condition of approval of the subdivision. As to the remaining 2/3 of the cost, the applicant will be eligible for reimbursement from the City. The City is able to pay up to \$121,000 toward this reimbursement directly to the Applicant upon completion of the improvements to the satisfaction of the City, which shall be prior to the City's acceptance of the public improvements for Phase 1 of the subject development. Any portion of the amount eligible for reimbursement that exceeds \$121,000 will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in **Exhibit I** of this Agreement.

EXHIBIT "F"

Exaction: Off-Site Improvement (Traffic Signal)

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

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

Upon completion and acceptance by the City of each of the two parts of the traffic signal work, the City will reimburse the Applicant for the actual documented cost of each part completed, up to a total of \$288,000. Documented construction costs in excess of that amount shall be borne by the Applicant, but will be credited toward the total Development Impact Fees that will be due from this project. The total fees that will be due are summarized in Exhibit I of this Agreement.

EXHIBIT "G"

Exaction: Off-Site Improvement (Well Improvements)

The City will be required by the Division of Drinking Water (DDW) to increase its reliable water supply capacity in order to serve this development. The City has wells in addition to the three currently in service, but none are considered "active." Applicant shall, at its sole expense, work with the City and DDW to design and construct improvements that may be necessary to bring one of the inactive wells, of City's choice, back to active status. This may include, but is not limited to, replacement of pumps, impeller, discharge piping, electrical service, control electronics and chlorination equipment.

This must work is not eligible for reimbursement by the City, but is a necessary improvement for the operation of the development. The work must be completed, and the well certified for active service by DDW, prior to the City issuing a Certificate of Occupancy for any home in the development.

EXHIBIT "H"

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

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

All Rojas-Piece Park improvements shall be completed by November 30, 2018. All pocket park improvements shall be completed prior to acceptance by the City of the public improvements for the first final map phase.

Cost of the Rojas-Pierce Park improvements and the pocket park improvements shall be borne by the Applicant but shall be be credited toward the total Development Impact Fees that become due from this project. The total Development Impact Fees that will be due are summarized in **Exhibit I** of this Agreement.

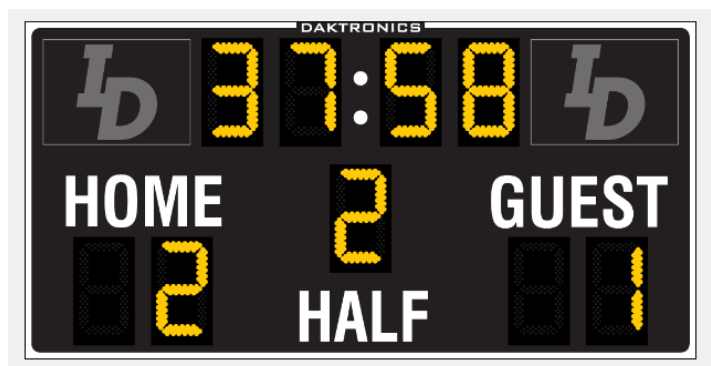


EXHIBIT "I"

Exaction: City-Imposed Fees

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

1. Plan and map checking and inspection fees per the City's standard development fee schedule. These fees are cost recovery for the City and are not reimbursable.
2. Development Impact Fees, per the City's adopted schedule, which shall be assessed per unit, per acre or per the unit specified in the fee schedule.

The costs of some of the items of off-site infrastructure, as set forth in **Exhibit E**, **Exhibit F** and **Exhibit H**, will be creditable against the Development Impact Fees otherwise owed by the Project, and will therefore serve as reimbursement for those costs.

The complete list of Development Impact Fees to be assessed cannot be determined until the Applicant submits a quantified engineer's estimate of the work to be done, which shall occur prior to approval of the final development agreement. This Exhibit I will be modified at that time to set forth the final fee estimates.

AGENDA ITEM – STAFF REPORT

TO: PLANNING COMMISSIONERS
FROM: VINCE DIMAGGIO, CITY MANAGER
SUBJECT: CONSIDER AN AMENDMENT TO SECTION 17.81 OF THE MUNICIPAL CODE CREATING ENHANCED ECONOMIC INCENTIVES AREAS
DATE: JUNE 19, 2018

ISSUE

Should the Planning Commission recommend approval of amending the Municipal Code to create Enhanced Economic Incentive Areas?

BACKGROUND

In 2015, the City Council approved the Economic Incentive Zone, which has proven to be an unqualified success in spurring development in the targeted areas. Despite the success of the EIZ ordinance, the City still needs several critical businesses, a pharmacy for example, and desires several other business types.

The concept presented here is the sequel to its successful predecessor; it is a kind of EIZ on steroids. The ordinance seeks to create “Enhanced Economic Incentive Areas” (EEIA) throughout the City – not just in the Economic Incentive Zone areas – meant to target certain, specific types of businesses that the City designates as priority needs in the community. In order to create a true “incentive” to the development community, the ordinance proposed here sunsets in 2021 (unless extended by the City Council).

ANALYSIS

The proposal to create Enhanced Economic Incentive Areas (EEIA) involves adding Sections 17.81.024 through 17.81.028 to the Economic Incentive Zone chapter of the Municipal Code. The EEIA designates *all* C-2 and C-3 zoned parcels in the City, larger than 15,000 square feet in lot area, as eligible for enhanced incentives, *if* the primary land use proposed on the site in question is a pharmacy, grocery store, financial institution (bank), new car dealership, or shopping center.

If the proposed development meets the zoning, lot size, and proposed use criteria, then the project qualifies to receive an 80% reduction in development impact fees, a 50% reduction in building permit fees, and an exemption from Site Plan Review fees.

One of the largest costs for a developer is application and development impact fees. If a developer senses that a certain type of development or business is too risky based on certain demographic realities, they will be unwilling to proceed because of the costs inherent in the development process – such as development impact fees. The incentives are meant to reduce the cost for the developer, thereby incentivizing the developer to take a risk on a particular development type; a risk that may not be taken without financial concessions offered by the local government.

In this proposal, the City essentially “invests” in the business by reducing certain fees that would otherwise discourage development of higher risk ventures. Despite a shorter term loss of potential revenue, the development of a successful business will pay larger dividends with increased sales and property tax revenue over the long term.

While City staff has repeatedly held conversations with owners, operators, and developers of pharmacies, new car lots, and banks, over the last several years, none of these conversations have borne fruit. Despite a strong local housing market, significantly lower unemployment, and new business growth over the last four years, certain key business-types (for whatever reasons) remain elusive. This ordinance takes an affirmative and aggressive approach at reducing development risk to the greatest extent feasible in hopes of seeing development of key business the public needs.

However, it is important that an aggressive incentive program such as this, which targets certain specific business-types, be a true incentive program – meaning that the incentives are not indefinite; they exist only for a specific period of time before they expire. The “sunset clause” included as part of this ordinance communicates to the development community that the first one in, is likely the only one in, under the incentives offered. If successful, it is recommended that the ordinance be allowed to expire after the initial three-year period.

COUNCIL ACTION

The City Council received an introductory report on this issue at their meeting of May 22, 2018. At that time, they unanimously approved a resolution directing that the process begin to approve and implement the EEIA.

FISCAL IMPACT

By granting various incentives to project applications and approvals occurring with EEIA projects, revenues into the various development impact fee accounts will decrease as will revenues to the General Fund derived from building permit and development application fees. However, any short term decrease in revenue is expected to be offset in the long term by increased sales tax and property tax revenue.

RECOMMENDATION

Staff recommends that the Planning Commission adopt the attached Resolution recommending an amendment to the Municipal Code creating Enhanced Economic Incentive Areas.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
TITLE 17 OF THE MENDOTA MUNICIPAL
CODE, CHAPTER 17.81, THE ECONOMIC
INCENTIVE ZONE, BY ADDING SECTIONS
17.81.024 THROUGH 17.81.033 AND
CREATING ENHANCED ECONOMIC
INCENTIVE AREAS**

ORDINANCE NO. 18-02

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

Section 1. Chapter 17.81 of Title 17 of the Mendota Municipal Code, entitled "***Economic Incentive Zone Overlay District***", is hereby amended to add Sections 17.81.024 through 17.81.033.

17.81.024 Enhanced Economic Incentive Areas

- A. Any parcel in the City that is zoned C-2 (Community Shopping Center District) or C-3 (Central Business and Shopping District), has a minimum lot area of 15,000 square feet, and where a proposal for new development includes as the primary land use, a pharmacy, a grocery store, a financial institution, an automobile sales business, or a shopping center shall receive enhanced economic incentives as provided in Section 18.81.027.
- B. Proposed development which does meet the zoning, lot area, or land use requirements listed in Section 17.81.024 (A), shall not be eligible for enhanced economic incentives as provided in Section 18.81.027.

17.81.025 Definitions

- A. The following definitions shall be used to determine uses eligible to receive enhanced economic incentives. Where a conflict occurs between this section and any other section of the Zoning Code, the definition herein shall prevail.
 - 1. Automobile Sales. A retail use that provides for new automobile sales conducted within a building or an open lot or both.
 - 2. Financial Services. A use that provides depository banking services to the public, such as banks, credit unions, or savings and loans. The establishment must be staffed by employees physically present on site. This definition does not include pay day loan establishments or other establishments whose principal business is not directly related to depository banking services.

3. Grocery Store. A retail store selling food and associated small household items having a minimum gross floor area of 15,000 square feet.
4. Pharmacy. A retail store that dispenses prescription drugs and which sells, among other things, non-prescription medicines, health and beauty products, and associated sundry items, and having a minimum gross floor area of 10,000 square feet.
5. Shopping Center. A group of commercial establishments containing at least three individual business establishments, planned, developed, owned, and managed as a unit, providing common on-site parking areas, loading areas, driveways, and other shared facilities.

17.81.026 Development Standards for Enhanced Economic Incentive Areas

- A. The development standards for all development within Enhanced Economic Incentive Areas shall be those standards of the underlying base zoning district.
- B. Site Plan Review. Uses proposed that meet all of the requirements of Section 18.81.024 (A) shall be permitted with a Site Plan Review.
- C. The City shall process all Site Plan Review applications for uses within Enhanced Economic Incentive Areas in accordance with Section 18.81.022 of this Chapter.

17.81.027 Enhanced Economic Incentive Area Incentives

- A. Development Impact Fees – All new construction within Enhanced Economic Incentive Areas shall receive an 80% waiver of development impact fees.
- B. Application fees. All projects proposed within Enhanced Economic Incentive Areas shall be exempt from Site Plan Review application fees.
- C. Building Permits. All new construction within Enhanced Economic Incentive Areas shall receive a 50% reduction in building permit fees.
- D. Development Agreements. The City Council may alter any of the provisions of this Section and grant less, greater, or other incentives through approval of a development agreement and upon finding that the approval of the development agreement will implement the purposes of the Enhanced Economic Incentive Areas.

17.81.028 Sunset Provision

- A. Sections 17.81.024 – 17.81.027 shall no longer be effective or apply and shall be repealed in their entirety on July 1, 2021 unless such date of repeal is extended by resolution of the City Council.

- 17.81.029 Reserved**
17.81.030 Reserved
17.81.031 Reserved
17.81.032 Reserved
17.81.033 Reserved

SECTION 2. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, § 21000, *et seq.* ("CEQA"), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the grounds that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the grounds that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

SECTION 3. 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 4. The adoption of any provision of this Ordinance does not affect any prosecution, civil action or administrative proceeding for any ordinance violation committed prior to the effective date of this ordinance; does not waive any fee, penalty, license or permit requirement due or in effect on the date this ordinance is adopted; and does not affect the validity of any bond or cash deposit posted, filed or paid pursuant to the requirements of any Ordinance.

SECTION 5. 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 6. 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 10th day of July, 2018 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 24th day of July, 2018 by the following vote:

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

Rolando Castro, Mayor

ATTEST:

Matt Flood, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**PLANNING COMMISSION
OF THE CITY OF MENDOTA,
FRESNO COUNTY, CALIFORNIA**

RESOLUTION NO. PC 18-06

**A RESOLUTION OF THE PLANNING COMMISSION OF
THE CITY OF MENDOTA RECOMMENDING APPROVAL OF AN ORDINANCE CREATING THE ECONOMIC
INCENTIVE ZONE OVERLAY DISTRICT**

WHEREAS, on May 22, 2018, the City Council of the City of Mendota expressed a desire to amend the City of Mendota Municipal Code in order to create an ordinance entitled Enhanced Economic Incentive Areas, specifically to encourage new and expanded commercial development; and

WHEREAS, on June 19, 2018, the Planning Commission received a staff report, conducted a public hearing and received public comment, and independently determined that the Enhanced Economic Incentive Areas ordinance should be recommended to the City Council for approval.

NOW, THEREFORE, BE IT RESOLVED, by the Planning Commission of the City of Mendota that the City Council should approve Ordinance No. 18-02, creating the Enhanced Economic Incentive Areas.

PASSED AND ADOPTED by the Planning Commission of the City of Mendota at a regular meeting held on the 19th day of June, 2018, upon a motion by _____, a second by _____, and by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Juan Luna, Chair

ATTEST:

Matt Flood, City Clerk