



CITY OF MENDOTA

"Cantaloupe Center Of The World"

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

AGENDA
MENDOTA CITY COUNCIL
Special City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
December 28, 2015
12:30 PM

VINCE DiMAGGIO
City Manager

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

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

At this time members of the public may address the City Council only on matters listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium, state their names and addresses for the record. Please watch the time.

NOTICE OF WAIVING OF READING

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

CONSENT CALENDAR

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

1. Council adopt **Resolution No. 15-85**, authorizing the submission of a rebate application.

BUSINESS

1. Council discussion and consideration of a fee agreement with Wanger Jones Helsley PC for professional legal services.
 - a. *Receive report from City Manager DiMaggio*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council discuss and take action as appropriate*

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Special Meeting of December 28, 2015, was posted on the outside bulletin board located at City Hall, 643 Quince Street Wednesday, December 23, 2015 at 9:35 a.m.


Celeste Cabrera, Deputy City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE SUBMISSION OF A REBATE APPLICATION
TO CALIFORNIA ENVIRONMENTAL PROTECTION
AGENCY- AIR RESOURCES BOARD AND
AUTHORIZING THE CITY MANAGER OR
DESIGNEE TO EXECUTE ALL
REQUIRED DOCUMENTS**

RESOLUTION NO. 15-85

WHEREAS, California Clean Vehicle Rebate Project offers funding, up to \$5,250 per vehicle, for the purchase of new or leased zero-emission and plug-in hybrid light-duty vehicles; and

WHEREAS, The City would like to replace one (1) older police detective vehicle and expand its fleet with two (2) new Ford Fusion Energi vehicles to receive the maximum funding of \$15,750 per calendar year for a total of three vehicles; and

WHEREAS, California Clean Vehicle Rebate Project funding application requires, among other things, and applicant's governing body to declare by resolution certain authorizations related to the application and administration of the grant.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby resolves the following:

1. The City of Mendota is authorized to submit an application for the California Clean Vehicle Rebate Project to the California Environmental Protection Agency - Air Resources Board.
2. That the City Manager or his designee is hereby authorized to execute all additional documentation necessary to implement and secure funding under the program.
3. This resolution takes effect immediately upon adoption.

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera, Deputy City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a Special Meeting of said Council, held at the Mendota City Hall on the 28th day of December, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera, Deputy City Clerk

California's Public Fleet Pilot Project Rebate Application Form Terms and Conditions

Rebate Process

Rebates are distributed on a first-come, first-served basis and issued to qualified recipients in a single allotment within 90 days of approval. Delays beyond normal processing times may occur. To apply for a rebate:

1. Submit an online application and a vehicle information spreadsheet. The Project Administrator (Center for Sustainable Energy) will contact you regarding the next steps.
2. Email requested supporting documentation to publicfleets@energycenter.org within 14 calendar days of Administrator request. Required supporting documentation includes the following:
 - a. Signed rebate application form
 - b. Proof of temporary or permanent vehicle registration.
 - c. A copy of the final sales contract with an itemization of credits, discounts and incentives received, if applicable.
3. Eligible public entities may also submit an application for vehicles that have not yet been acquired. After submitting an application, applicants must provide the additional documentation listed below within 14 calendar days of Administrator request in order to reserve rebate funds. Final post-delivery documentation as listed above must then be submitted within six months of original application date for final application approval and rebate disbursement.
 - a. Signed rebate application form
 - b. If the vehicle has been ordered, a copy of the purchase order, invoice or other documentation confirming the vendor has received the order and/or payment.

Or
If the vehicle has not been ordered, an official agency vehicle acquisition plan and/or a resolution from the applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and confirmation to purchase an eligible vehicle(s) within 6 months of applying.

 - i. Documentation must either: a) indicate the planned vehicle domicile location to confirm that the disadvantaged community eligibility criteria will be met; or b) provide justification that meets other criteria as defined by ARB's Interim Guidance to Agencies Administering Greenhouse Gas Reduction Fund Monies, Appendix A, Table A-1 (<http://www.arb.ca.gov/cc/capandtrade/auctionproceeds/535investments.htm>).

Important: If you do not submit your required supporting documentation within 14 days of request, the Administrator will release the reserved rebate funds. Rebate checks must be cashed within six months of the date on the check. Checks not cashed within this timeframe will be cancelled, and the rebate will be returned to the Public Fleet Pilot Project.

Applicant and Vehicle Requirements

As a condition for receiving State of California, Air Resources Board (ARB) rebate funds, you must comply with the requirements below. You are responsible for reviewing the Public Fleet Pilot Project program requirements prior to applying for a rebate. Eligible applicants must meet requirements that include, but are not limited to, the following:

1. Public fleets are limited to 30 Public Fleet Pilot Project rebates per calendar year.
2. Be a California public entity. A public entity is defined in California Government Code section 811.2 includes the state, the Regents of the University of California, the Trustees of the California State University and the California State University, a county, city, district, public authority, public agency, and any other political subdivision or public corporation in the State. Non-California public entities (e.g., federal, tribal, international) are not eligible to participate.
 - a. Eligible vehicles may be purchased out-of-state, but must be registered as new vehicles with the California DMV.
3. Purchase a new, eligible vehicle on or after July 1, 2014 and submit a Public Fleet Pilot Project application within six months of the vehicle purchase date and prior to exhaustion of available rebate funds. Leased vehicles are not eligible to participate.
4. Purchase an eligible vehicle before applying for a rebate, or certify documented intent to purchase an eligible vehicle within six months of application.
5. Retain ownership of the vehicle in California for a minimum of 30 consecutive months immediately after the vehicle purchase date.
 - a. Rebate recipients who do not retain the eligible vehicle for the full 30-month ownership period will be required to reimburse ARB all or part of the original rebate amount.
 - b. Vehicle purchasers are required to notify the Administrator, by calling (858) 634-4733 or emailing publicfleets@energycenter.org, to arrange for early termination of vehicle ownership in advance of intent to sell or terminate ownership prior to the required 30-month ownership period.
6. Own and operate an eligible vehicle for the required 30 month ownership term, in accordance with the following criteria for benefiting a disadvantaged community, a vehicle must: a) be domiciled at a facility within the boundaries of a ZIP code containing at least one disadvantaged community census tract; or b) meet other criteria as defined by ARB's Interim Guidance to Agencies Administering Greenhouse Gas Reduction Fund Monies, Appendix A, Table A-1 (<http://www.arb.ca.gov/cc/capandtrade/auctionproceeds/535investments.htm>).
 - a. Rebate recipients must notify the Administrator within six months of any change in vehicle domicile location occurring during the required 30 month ownership term. If vehicles are moved to ineligible locations, a partial return of rebate funds may be required.
7. Register the new vehicle with the California DMV for a minimum of 30 consecutive months for use in California.
8. Submit the signed application form and all required supporting documentation within 14 calendar days of the Administrator's request.
9. Not make or allow any modifications to the vehicle's emissions control systems, hardware, software calibrations, or hybrid system.
10. Be available for follow-up inspection if requested by the Administrator, ARB, or ARB's designee for the purposes of project oversight and accountability.
11. Submit annual vehicle usage reports to the Administrator for all rebated vehicles for a period of at least 30 months. Required data may include but is not limited to mileage reporting, annual fuel use by fuel type and percentage of operation within disadvantaged communities.

SIGNATURE

By signing this application, the purchaser agrees to the following:

- 1. I agree to pay back all or a portion of rebate funds if any of the above terms and conditions are not met.
- 2. I understand that ARB reserves all rights and remedies available under the law to enforce the terms of this agreement.
- 3. I acknowledge that I have read and understand, and agree to be bound by, the terms and conditions as outlined within this Rebate Application Form.
- 4. I choose to voluntarily submit personally-identifying information for the purposes of processing my rebate and enforcing the Public Fleet Pilot Project Terms and Conditions.

I certify under penalty of perjury that the information provided in this application and supporting documentation is accurate.

NAME OF APPLICANT OR AUTHORIZED REPRESENTATIVE: Charles Johnson	TOTAL REBATE AMOUNT REQUESTED: \$ 15,750.00
SIGNATURE:	DATE: 12/18/2015

Return Instructions

Please scan and email signed copy with other requested supporting documentation to CSE staff at:

PublicFleets@energycenter.org

Or mail to CSE offices at:

Attn: Public Fleet Pilot Project
Center for Sustainable Energy
9325 Sky Park Court, Suite #100
San Diego, CA 92123

FOR CSE USE ONLY	
CSE ADMINISTRATOR:	TOTAL REBATE AMOUNT REQUESTED: \$ 15,750.00
CSE ADMINISTRATOR SIGNATURE:	RECEIVED DATE:

WANGER JONES HELSLEY PC
ATTORNEYS

OLIVER W. WANGER
TIMOTHY JONES*
MICHAEL S. HELSLEY
PATRICK D. TOOLE
SCOTT D. LAIRD
JOHN P. KINSEY
KURT F. VOTE
TROY T. EWELL
PETER M. JONES**
JAY A. CHRISTOFFERSON**
MARISA L. BALCH
JENA M. HARLOS***
JOSIAH M. PRENDERGAST
MICHAELA L. NEAL
CAMERON M. PEYTON
DYLAN J. CROSBY
LAURA E. BROWN
ERIN T. HUNTINGTON

265 E. RIVER PARK CIRCLE, SUITE 310
FRESNO, CALIFORNIA 93720

MAILING ADDRESS
POST OFFICE BOX 28340
FRESNO, CALIFORNIA 93729

TELEPHONE
(559) 233-4800

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(559) 233-9330



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LYNN M. HOFFMAN

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jkinsey@wjhattorneys.com

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* Also admitted in Washington
** Of Counsel
*** Also admitted in Wisconsin

December 23, 2015

Via Email and United States Mail

Vince DiMaggio
CITY OF MENDOTA
643 Quince Street
Mendota, California 93640

Re: Fee Agreement

Dear Mr. DiMaggio:

In accordance with our ethical responsibilities as attorneys, this letter sets forth our billing policies and procedures pursuant to which this office will provide City Attorney services to the City of Mendota (the "City"). Unless otherwise directed by the City, John P. Kinsey shall serve as City Attorney, and Michael S. Helsley shall serve as Deputy City Attorney.

The services provided by the firm to the City will include: (i) providing clear and concise legal advice and consultation on a daily basis as requested or required to individual members of the City Council, the City Manager and staff; (ii) attending regular City Council meetings and advising the Council on matters on the agenda as well as procedural matters that arise during the meeting and otherwise; (iii) attendance upon request at other Council subcommittee meetings; (iv) providing guidance and training concerning the requirements of the Brown Act, Conflict of Interest (A.B. 1234), the Political Reform Act, the Public Records Act, due process and other legal requirements imposed by statute and common law; (v) attending management staff meetings in preparation for Council meetings, twice a month, and other staff meetings as needed; (vi) drafting, reviewing and/or revising documents, including, but not limited to, memorandums concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions on appeal, and selected staff reports; (vii) representing the City in litigation not covered by the City's self-

WANGER JONES HELSLEY PC

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insured risk pools; (viii) representing the City in inter-agency projects and other matters; (ix) overseeing and coordinating with special legal counsel on all City litigation including oversight of the City's risk management program and liability claims; providing legal advice and assistance to City departments and assist in notice of disciplinary actions and provide advisory service to the Personnel Officer; and (x) serving as legal counsel to the Planning Commission and other such boards as may be created by action of the City Council.

As consideration for the above services, the City will pay the City (i) a monthly retainer of \$8,500 for "General Legal Services," and (ii) an hourly rate for other services, including litigation. The City will also reimburse the firm for its actual costs, as explained below.

A. Retainer Fee for "General Legal Services"

This engagement letter includes a fixed fee retainer agreement for "General Legal Services" in the amount of \$8,500 per month (the "Retainer Fee"). The Retainer Fee is a true retainer fee, and its payment ensures the availability of the Firm and its attorneys to provide the General Legal Services. The Retainer Fee is earned by the Firm upon receipt. As such, by signing this engagement letter, the City acknowledges that it understands and agrees that the Firm may deposit the Retainer Fee into the Firm's general bank account instead of a client trust account, and that the Firm may use the entire fee upon receipt.

"General Legal Services" include: (i) routine legal advice, of the type which can typically be responded to orally (not to exceed two hours of research/month); (ii) assistance with the preparation and review of ordinances and resolutions; (iii) travel to and attendance at two City Council meetings per month; (iv) travel to and attendance at one Planning Commission meeting per month; (v) travel to and attendance at up to ten hours of meetings and/or office hours at the City's offices per month; (vi) monitoring pending and current State and Federal legislation and case law, and advise as appropriate; (vii) agenda review and follow-up with Staff; (viii) review of standard contracts (not to exceed two hours/month); (ix) standard conflict and governance issues, the type of which can be responded to orally (not to exceed two hours of research/month); (x) Public Records Act issues involving less than two hours/month of research and/or document review; (xi) personnel and labor issues (not to exceed eight hours/month); (xii) routine public works issues (not to exceed four hours/month); (xiii) routine real property transactions (not to exceed four hours/month); and (xiv) the review and preparation of conditions of approval for development projects.

"General Legal Services" does not include work other than that specified above. "General Legal Services" expressly does not include the defense or prosecution of litigation, arbitration, or administrative proceedings; water law and water quality issues; development issues, including CEQA, review and preparation of proposed General Plan and Specific Plan Amendments, other than the review and preparation of conditions of approval, housing issues, obtaining orders to vacate and demolish; risk management services; and franchising.

B. Other Legal Services

The value of our services, other than “General Legal Services,” will be based primarily upon time records kept by each of our attorneys and legal assistants. For those services, the City will be billed based upon the actual time worked except that we charge for our time in minimum units of one-tenth of an hour. We will charge the City for the time we spend on telephone calls relating to your matter, including telephone calls with representatives of the City, opposing counsel or court personnel. The legal personnel assigned to your matter may confer among themselves about the matter as required. When they do confer, each person will charge for his or her time. Likewise, if it is necessary for more than one of our legal personnel to attend a meeting, court hearing or other proceeding, each will charge for the time spent. We will charge for waiting time in court and elsewhere.

The performance of certain services may be subject to a minimum billing time. For example, in the event an attorney must travel out of the San Joaquin Valley area, you will be billed for actual time worked, subject to a minimum of 8 hours for each full day away from the office.

All attorneys of the firm are assigned hourly rates. For this engagement, the Firm’s hourly rates will be as follows:

Timekeeper	Public Agency Rate
John P. Kinsey (City Attorney)	\$255/hour
Michael S. Helsley (Deputy/Assistant City Attorney)	\$255/hour
Oliver W. Wanger (if necessary)	\$425/hour
Other Shareholders (if necessary)	\$255/hour
Senior Associates	\$210/hour
Junior Associates	\$185/hour
Paralegals	\$140/hour

All hourly rates are subject to change from time to time. Usually, the firm reviews its rate structure annually. At that time, rates generally are increased to reflect a fair fee for the experience gained by each attorney during the preceding year and to keep pace with the rate of inflation.

C. Reimbursement of Costs

It is our policy to serve our clients with the most cost-effective support systems available, while at the same time allocating the costs of such systems in accordance with the extent of usage by individual clients. Therefore, in addition to our fees for legal services, we also charge separately for certain costs and expense disbursements, including long distance telephone, fax, messenger, courier and other communication costs; reproduction; document retrieval; staff overtime when required by the client or the matter's timing; computer research facilities (LEXIS NEXIS); and other costs and expenses incurred on behalf of a client. A schedule of such charges is attached. Large disbursement billings may be forwarded to you for direct payment.

D. General Terms and Conditions

Any estimates of anticipated fees which we provide at the request of a client, whether for budgeting purposes or otherwise, are, due to the uncertainties involved, necessarily only an approximation of potential fees. Under no circumstances are such estimates a maximum or minimum fee quotation. Our actual fees will be determined in accordance with the policies described above.

Our billing statements ordinarily will be rendered to clients on a monthly basis. Our billing cycle runs from the 16th day of the month to the 15th day of the following month.

We make every effort to include disbursements in the statement for the month in which the disbursements are incurred. However, some disbursements, such as telephone and LEXIS NEXIS charges, are not available to us until later, and are included on the statement for the following month.

Our billing statements are due and payable upon receipt. Clients whose statements are not paid within 30 days of the statement date may be assessed a late charge on the unpaid balance at the rate of 8 percent per annum. In the event the firm is forced to institute legal proceedings to collect a bill, the client will be required to pay court costs and reasonable attorneys' fees to the firm as part of the judgment rendered in such proceeding, and any costs and attorneys' fee incurred in collecting such judgment.

You may discharge us at any time. The firm may withdraw from the City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty days written notice to the City. When our services conclude for whatever reason, all unpaid charges shall become immediately due and payable. After our services conclude, we will, upon your request, deliver your file to you, along with any of your funds or property in our possession.

We reserve the right to require an advance after commencement of work, depending on payment history and/or the scope of the work. For example, prior to a protracted trial,

we may require an advance to cover fees and costs expected to be incurred in connection with the trial.

We may withdraw from representing you if you fail promptly to pay an advance which we may later require, or a monthly invoice. By signing this letter, you authorize us to pay for our services and costs with the advance paid by you, as they are incurred. The balance of any advance left at the conclusion of our services will be returned to you.

Let us assure you that it has always been and will continue to be our goal to provide legal services to our clients on the most cost-efficient basis possible. To meet this goal, cooperation between the attorney and the client is necessary. Therefore, you must be responsible for keeping this firm advised of your address, paying our bills when due and complying with all reasonable requests made of you in connection with this firm's representation of you. We encourage our clients to contact us immediately if at any time they wish to discuss either billing or billing policies and procedures generally, or a specific billing statement.

We want you to recognize that we have not made any promise or guarantee about the outcome of any matter we handle for you and nothing in this letter shall be construed as such a promise or guarantee.

Unless a different agreement in writing is made between us, this agreement will govern all future services we perform for you. In addition, this agreement will control any services performed by us prior to the time you sign this letter.

If you agree to the terms of this letter, please date and sign this letter and return it to us in the enclosed self-addressed, stamped envelope. For your convenience, we have enclosed a copy for your files.

As stated at the onset, this letter is required as part of our ethical responsibilities to our new clients. This agreement will govern all legal services performed commencing with the date on which the first service is performed. We are looking forward to representing you.

If you have any questions, please feel free to contact me.

Very truly yours,

John P. Kinsey

Enclosures

WANGER JONES HELSLEY PC
VINCE DIMAGGIO
December 23, 2015
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I agree to the terms set forth in this letter.

Dated: _____

CITY OF MENDOTA

By: _____

Vince DiMaggio
City Manager

**WANGER JONES HELSLEY PC
SERVICE CHARGES**

Client delivery; errands; special court runs	Actual Cost/minimum charge of \$10.00 for delivery
Mileage	57.5¢ per mile (or current IRS rate whichever is greater)
Photocopies	\$.15 per page
Postage	Actual Cost
Telephone	Actual Cost
LEXIS NEXIS	Actual Cost

Please Note: Delinquent accounts may be assessed monthly interest at the rate of 8 percent (8%) per annum.