



CITY OF MENDOTA

"Cantaloupe Center Of The World"

AMENDED AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
City Council Chambers
643 Quince Street
Mendota, California 93640
July 23, 2024
6:00 PM

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tempore

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that the City 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, 8am-5pm.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8am y las 5pm de lunes a viernes. La notificación de al menos 24 horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the 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 and state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 9, 2024.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

City Council Amended Agenda

1

July 23, 2024

CONSENT CALENDAR

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

1. JULY 2, 2024 THROUGH JULY 16, 2024
 - a. WARRANT LIST CHECK NOS. 55057 THROUGH 55119
 - b. TOTAL FOR COUNCIL APPROVAL = \$1,083,625.88
2. Proposed adoption of **Resolution No. 24-39**, approving an Administrative Services Agreement with T. Rowe Price Retirement Plan Services, Inc. for the City of Mendota's 401K Profit Sharing Plan.
3. Proposed adoption of **Resolution No. 24-40**, ratifying the Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement with the County of Fresno and approving an Obligation Timeline Agreement thereto.

BUSINESS

1. Council discussion and consideration of appointing a City Councilmember to serve on the Recreation Commission.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides direction to staff on how to proceed*
2. Council discussion and consideration of waiving the second reading and adoption of **Ordinance No. 24-04**, amending the official City of Mendota Zoning Map in the matter of Rezone No. 24-01.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens the floor to receive any comment from the public*
 - d. *City Council considers waiving the second reading and the adoption of Ordinance No. 24-04*
3. Council discussion and consideration of waiving the second reading and adoption of **Ordinance No. 24-05**, amending the official City of Mendota Zoning Map in the matter of Rezone No. 24-02.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens the floor to receive any comment from the public*
 - d. *City Council considers waiving the second reading and the adoption of Ordinance No. 24-05*

PUBLIC HEARING

1. Council discussion and consideration of **Resolution No. 24-41**, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2024-2025.
 - a. *Receive report from City Engineer Osborn*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens the public hearing*
 - d. *Once all comments have been received, Mayor Martinez closes the public hearing*
 - e. *Council considers the adoption of Resolution No. 24-41*

2. Council discussion and consideration of the continued introduction and waiver of the first reading of **Ordinance No. 24-06**, amending Mendota Municipal Code Section 17.024.080 in the matter of Application No. 24-30.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens the public hearing*
 - d. *Once all comments have been received, Mayor Martinez closes the public hearing*
 - e. *Council considers the introduction and waiver of the first reading of Ordinance No. 24-06*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) June Monthly Logs

2. City Attorney

3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

2. Mayor

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Westlands Water District
Under Negotiation: Price and Terms of Payment
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: APN 013-061-18T
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Ramon Gonzalez
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).
4. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to subdivision (b) of Government Code section 54957
Title: City Manager

BUSINESS (Continued)

4. Council discussion and consideration of formal response to Silver Creek Drainage District's Proposed Assessments.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides direction to staff on how to proceed*
5. Council discussion and consideration of **Resolution No. 24-42**, authorizing the City Manager to execute all documents required to effect the purchase of Fresno County Assessor's Parcel Number 013-222-02.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council considers the adoption of Resolution No. 24-42*

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing amended agenda for the Mendota City Council Regular Meeting of Tuesday, July 23, 2024, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, July 19, 2024, by 11:30 a.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

July 9, 2024

Meeting called to order by Mayor Martinez at 6:01 PM

Roll Call

Council Members Present: Mayor Victor Martinez, Mayor Pro Tem Libertad “Liberty” Lopez and Council Members Jose Alonso and Joseph Riofrio

Council Members Absent: Council Member Oscar Rosales

Flag salute led by Mayor Pro Tem Lopez

Invocation led by Police Chaplain Ophelia Lugo

A moment of silence was held for the wife of Robert Salinas and for a community member who had recently passed away.

FINALIZE THE AGENDA

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

A motion was made by Council Member Alonso to adopt the agenda, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

PRESENTATIONS

1. Officer Lopez and K-9 Yanosch to provide a demonstration.

Chief Smith requested that Presentation item 1 occur after Presentation item 2.

2. Chief of Police Smith to introduce Officer Christopher Reynoso and Sergeant Eric Antuna.

Chief Smith introduced Officer Christopher Reynoso and shared information about his background.

Officer Reynoso thanked the City Council, Chief Smith, the Mendota Police Department (“MPD”), and his family for the opportunity to serve Mendota.

The City Council congratulated Officer Reynoso, wished him well, and welcomed him to the community.

Chief Smith introduced Sergeant Eric Antuna and shared information about his background.

Sergeant Antuna shared additional background information, and thanked his family, the City Council, City Manager Gonzalez, and Chief Smith for their support.

The City Council congratulated Sergeant Antuna, wished him well, and welcomed him to the community.

1. Officer Lopez and K-9 Yanosch to provide a demonstration.

Officer Lopez and K-9 Yanosch provided a narcotics search demonstration.

Officer Lopez shared her background and thanked the City Council, City Manager Gonzalez, and Chief Smith for the opportunity to serve as the MPD K-9 handler.

A question-and-answer session was held regarding K-9 Yanosch.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Kevin Romero provided an update on youth sports.

Karina Beltran and Ofelia Ochoa stated that they are requesting that the City Council consider leasing City-owned property to La Granja de Favian (“La Granja”) and provided information about the organization.

Discussion was held on La Granja providing a letter to the City that specifically outlines all of the services that the organization wishes to provide; whether the drag races that occur at the William Robert Johnston Airport will frighten the animals; and La Granja’s operational plan.

Oneida Escobar with the Office of Assemblywoman Esmeralda Soria provided information on the Summer Community Resource Fair.

Discussion was held on the information shared by Ms. Escobar.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of June 25, 2024
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Council Member Riofrio to approve items 1 and 2, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Rosales).

CONSENT CALENDAR

1. JUNE 24, 2024 THROUGH JULY 1, 2024
 - a. WARRANT LIST CHECK NOS. 54978 THROUGH 55056
 - b. TOTAL FOR COUNCIL APPROVAL = \$320,057.90
2. Proposed adoption of **Resolution No. 24-35**, approving a Successor Memorandum of Understanding between the City of Mendota and American Federation of State, County and Municipal Employees Local 2703 Mendota Chapter.
3. Proposed adoption of **Resolution No. 24-36**, establishing the annual Proposition 4 appropriations limit for Fiscal Year 2024-2025.
4. Proposed adoption of **Resolution No. 24-37**, claiming Local Transportation Funds for Fiscal Year 2024-2025.
5. Proposed adoption of **Resolution No. 24-38**, concerning Local Transportation Purpose Funds (Measure "C" Extension Funds).

A motion was made by Council Member Alonso to approve items 1 through 5 of the Consent Calendar, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

PUBLIC HEARING

1. Council discussion and consideration of proposed waiver of the second reading and adoption of **Ordinance No. 24-03**, amending Chapter 2.04 of Title 2 of the Mendota Municipal Code relating to the time of regular City Council meetings.

Mayor Martinez introduced the item and City Clerk Cabrera-Garcia provided the report.

At 6:50 p.m. Mayor Martinez opened the hearing to the public.

Ofelia Ochoa inquired as to whether the City Council is considering live streaming City

Council meetings on YouTube.

Discussion was held on the inquiry made by Ms. Ochoa.

Maria Escobar inquired as to whether the City Council can request that a traffic study be conducted for the potential installation of a traffic light at the intersection of State Highways 180 and 33.

Discussion was held on the inquiry made by Ms. Escobar.

At 6:57 p.m. seeing no one else willing to comment, Mayor Martinez closed the hearing to the public.

A motion was made by Mayor Martinez to waive the second reading and adopt Ordinance No. 24-03, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Rosales).

2. Council discussion and consideration of the introduction and waiver of the first reading of **Ordinance No. 24-04**, amending the official City of Mendota Zoning Map in the matter of Rezone No. 24-01.

Mayor Martinez introduced the item and City Planner O'Neal provided the report.

Discussion was held on the item.

At 6:59 p.m. Mayor Martinez opened the hearing to the public.

John Garcia inquired as to how the proposed rezone would affect his neighboring property.

Discussion was held on the inquiry made by Mr. Garcia.

At 7:01 p.m. seeing no one else willing to comment, Mayor Martinez closed the hearing to the public.

A motion was made by Mayor Pro Tem Lopez to introduce and waive the first reading of Ordinance No. 24-04, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

3. Council discussion and consideration of the introduction and waiver of the first reading of **Ordinance No. 24-05**, amending the official City of Mendota Zoning Map in the matter of Rezone No. 24-02.

Mayor Martinez introduced the item and City Planner O'Neal provided the report.

Discussion was held on the item.

At 7:02 p.m. Mayor Martinez opened the hearing to the public and seeing no one willing to comment closed it within the same minute.

A motion was made by Council Member Riofrio to introduce and waive the first reading of Ordinance No. 24-05, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Rosales).

4. Council discussion and consideration of the introduction and waiver of the first reading of **Ordinance No. 24-06**, amending Mendota Municipal Code Section 17.024.080 in the matter of Application No. 24-30.

Mayor Martinez introduced the item and City Planner O'Neal provided the report.

Discussion was held on the item.

At 7:08 p.m. Mayor Martinez opened the hearing to the public.

Carl Castro inquired as to whether there are existing state and/or federal laws that provide restrictions on the installation of mobile homes and shared his concerns on the proposed ordinance and on an individual who is attempting to install a mobile home in his neighborhood.

Discussion was held on the comments made by Mr. Castro.

Benjamin Escobar commented in favor of the item; on his willingness to go through the building permit process for the installation of a mobile home that would be permitted by the adoption of the ordinance; and on his willingness to work with Mr. Castro regarding his concerns.

Marvin Barrera stated that he was left without a place to live due to the inability for a mobile home to be installed since it does not comply with the Mendota Municipal Code; commented in favor of the item; and shared his willingness to renovate a mobile home that would be permitted by the adoption of the ordinance.

Discussion was held on the information shared by Mr. Escobar and Mr. Barrera.

Sergio Valdez inquired as to whether there is an existing federal law that provides restrictions on the installation of mobile homes.

Discussion was held on the comments made by Mr. Valdez and on the item.

At 7:28 p.m. Mayor Martinez closed the hearing to the public.

Discussion was held on the item.

A motion was made by Council Member Alonso to continue the public hearing to the July

23, 2024, regular City Council meeting and for staff to obtain additional documentation from Mr. Escobar regarding his mobile home, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Rosales).

At 7:29 P.M. Mayor Pro Tem Lopez left the City Council Chambers and returned at 7:30 p.m.

Assistant City Attorney Castro commented on the item.

Discussion was held on the item.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update

City Engineer Osborn presented his report.

Discussion was held on the status of the Derrick and Oller Roundabout Project; the status of various local road reconstruction projects; the status of the Community Center Project; the status of the 5th and Quince Street Reconstruction Project; the Streetlight Expansion Project and the Mendota Stormwater Improvement Project.

2. City Attorney

Assistant City Attorney Castro provided an update on the weed abatement process.

3. City Manager

City Manager Gonzalez commended City staff for their work with the 2024 Mendota Fireworks Spectacular; thanked the Council for their support of the 2024 Mendota Fireworks Spectacular; commented on the State Advocacy Trip, including advocating for more housing in the City; the Community Center Project, including the statements of qualifications that were received; and the Police Station and Council Chambers Project.

Discussion was held on the information provided by City Manager Gonzalez and on 2024 Mendota Fireworks Spectacular.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Alonso commented on the 2024 Mendota Fireworks Spectacular and commented on the State Advocacy Trip.

Council Member Lopez commented on the upcoming youth mental health workshop that

will be held at Westside Youth, Inc. on July 23rd from 3pm-5pm and the 2024 Mendota Fireworks Spectacular.

Discussion was held on the impact that the closure of Turning Point has had on the community and whether additional mental health resources will be available in Mendota.

Council Member Riofrio commented on the local agricultural work season, including the possibility of public drinking increasing during the agricultural work season, and the 2024 Mendota Fireworks Spectacular.

Discussion was held on the comments made by Council Member Riofrio.

2. Mayor

Mayor Martinez thanked everyone in attendance; all community members for their support; the Council and City staff for their work; commented on upcoming City projects, including street reconstruction projects, the Streetlight Expansion Project and the Community Center Project.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code section 54956.8

Property: APNs 012-160-25S, 012-190-56, 012-190-25ST, 012-190-09T, and 012-190-26ST

Agency Negotiator: Cristian Gonzalez, City Manager

Negotiating Party: Westlands Water District

Under Negotiation: Price and Terms of Payment

2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code section 54956.8

Property: APN 013-061-18T

Agency Negotiator: Cristian Gonzalez, City Manager

Negotiating Party: Ramon Gonzalez

Under Negotiation: Price and Terms of Payment

At 7:58 p.m. the City Council moved into closed session.

At 8:16 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 through 2 there were no reportable actions.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:16 p.m. by Council Member Alonso, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Rosales).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

DRAFT

CITY OF MENDOTA
CASH DISBURSEMENTS
07/02/2024 - 07/16/2024
CK# 055057 - 055119

| Check Date | Check Number | Check Amount | Vendor Name | Department | Description |
|---------------|--------------|---------------|----------------------------------|--------------------------------|---|
| July 2, 2024 | 55057 | \$ 159,202.85 | CITY OF MENDOTA PAYROLL | GENERAL | PAYROLL TRANSFER 6/17/2024 - 6/30/2024 |
| July 2, 2024 | 55058 | \$ 5,000.00 | STEWART TITLE OF CALIFORNIA, INC | GENERAL | DEPOSIT REAL ESTATE PROPERTY 736 QUINCE ST #: 2374034 |
| July 9, 2024 | 55059 | \$ 32.40 | ACE TROPHY SHOP | GENERAL | (2) NAME PLATE |
| July 9, 2024 | 55060 | \$ 51.63 | AIRGAS USA, LLC | WATER | (1) RENT CYLIND SMALL CARBON DIOXIDE 20 LB MAY 2024 |
| July 9, 2024 | 55061 | \$ 698.86 | ALERT-0-LITE | STREETS | (1) STRIPING PAINT WHITE (STREETS) |
| July 9, 2024 | 55062 | \$ 198.00 | ALTA LANGUAGE SERVICES, INC. | GENERAL | (3) LISTENING AND SPEAKING TEST - SPANISH |
| July 9, 2024 | 55063 | \$ 720.25 | AT&T | GENERAL, WATER, SEWER | AT&T PHONE SERVICES 5/25/24 - 6/24/24 |
| July 9, 2024 | 55064 | \$ 2,263.62 | AT&T MOBILITY | GENERAL | POLICE DEPARTMENT PHONE SERV 5/12/2024 - 6/11/2024 & APRIL 2024 |
| July 9, 2024 | 55065 | \$ 9.52 | AUTOZONE, INC. | GENERAL | (1) MEGUIAR'S HOT SHINE TIRE FOAM POLICE DEPARTMENT |
| July 9, 2024 | 55066 | \$ 4,944.42 | AVISON CONSTRUCTION, INC. | SEWER | STORMWATER IMPROVEMENT PROJECT - MAY 2024 |
| July 9, 2024 | 55067 | \$ 47,419.99 | CALIFORNIA DEPARTMENT OF TAX & | GENERAL | (1) TAX IMPLEMENTATION GENERAL TRANSACTION MEASURE |
| July 9, 2024 | 55068 | \$ 269.05 | CHEMSEARCH | WATER | (1) SERVICE CHARGE - DRAIN MAINTENANCE |
| July 9, 2024 | 55069 | \$ 390.12 | CINTAS CORPORATION NO. 2 | GENERAL, WATER, SEWER | FIRST AID KIT SERVICES JUNE 2024- PD,CH,PW,PU |
| July 9, 2024 | 55070 | \$ 2,404.65 | COOK'S COMMUNICATIONS | GENERAL | (1) ALLEGIANT 45" PATHFINDER PACK, FED SIG SERIAL & INS |
| July 9, 2024 | 55071 | \$ 4,424.47 | CORE & MAIN LP | WATER | (2) NUTS & WASHER (4) GASKETS, (4) FLAGS, (2) FLAGS X FLAG PIPE- WELL 5, (1) G5 CONC TRAFFIC VALVE BOX, (3) 4X4 PVC S40 TEE |
| July 9, 2024 | 55072 | \$ 1,312.42 | GRAINGER INC. | WATER | (1) TRANSFORMER 3KVA, 240VAC, 480VAC MANUFACTURER, AND (1) LOG GRAPPLE 2.2 FT STEEL HANDLE |
| July 9, 2024 | 55073 | \$ 280.60 | LEAF | GENERAL, WATER, SEWER | (2) KYROCERA COPIER SYSTEMS FOR JUNE 2024 |
| July 9, 2024 | 55074 | \$ 543,351.04 | MARKO CONSTRUCTION GROUP INC | GENERAL | MAY AND JUNE 2024 POLICE DEPARTMENT & COUNCIL CHAMBERS CONSTRUCTION |
| July 9, 2024 | 55075 | \$ 29,500.62 | MUNICIPAL MAINTENANCE EQUIPMEN | STREETS | STREET SWEEPER-FLIGHTS AND CHAIN, AND MAIN BROOM REPLACEMENT |
| July 9, 2024 | 55076 | \$ 2,654.92 | NORTHSTAR CHEMICAL | WATER | SODIUM HYPOCHLORITE - 12.5 MILL A (780) |
| July 9, 2024 | 55077 | \$ 669.68 | PETTY CASH | GENERAL, WATER, SEWER | PETTY CASH EXPENSES TAG # 844-855, JOHN DUARTE CEREMONIAL CHECK / MEETING, COUNCIL MEETING SUPPLIES |
| July 9, 2024 | 55078 | \$ 2,992.92 | QUINN COMPANY | SEWER | CATERPILLER RENTAL - EXCAVATOR - 359 AIRPORT BLVD - 7DAY |
| July 9, 2024 | 55079 | \$ 19,026.00 | RRM DESIGN GROUP | GENERAL, WATER, SEWER | POLICE STATION CONSTRUCTION DOCUMENTS MAY 2024 |
| July 9, 2024 | 55080 | \$ 377.91 | RTL ENTERPRISES, INC.DBA INTER | GENERAL | (7) ECONO POLICE DEPARTMENT VEHICLE BATTERIES |
| July 9, 2024 | 55081 | \$ 1,157.94 | SIGNMAX | STREETS | (10) SQUARE POST 12FT 2X2 & 30IN ANCHOR (100) RIVET |
| July 9, 2024 | 55082 | \$ 8,683.71 | SORENSEN MACHINE WORKS | GENERAL, WATER, SEWER, STREETS | MAY AND APRIL 2024 CITYWIDE DEPARTMENT EXPENSES AND SUPPLIES |
| July 9, 2024 | 55083 | \$ 12,879.81 | STEAM CLEANERS, INC. | GENERAL, WATER, SEWER | (1) NEW KARCHER HOT WATER WASHER AT 3500 PSI |
| July 9, 2024 | 55084 | \$ 2,812.67 | BANKCARD CENTER | GENERAL, WATER, SEWER | CREDIT CARD EXPENSES 5/27/2024 - 6/25/2024, MCCLATCHY ADVERTSING, COMFORT INNS SANTA ANA CA |
| July 9, 2024 | 55085 | \$ 179.90 | THARP'S FARM SUPPLY | GENERAL, WATER, SEWER | (1) CUP DISPENSER, (1) 5 GALLON JUG, (2) HYDRA HOSE, (5) SXT BUSHING FOR WATER LINE WELL # 5 |
| July 9, 2024 | 55086 | \$ 808.36 | TRIANGLE ROCK PRODUCTS,LLC | STREETS | (10.14 TON) 3/4 HMA AGG & ASPHALT -STREET PATCHING |
| July 9, 2024 | 55087 | \$ 15,475.30 | WANGER JONES PC ATTORNEY | GENERAL, WATER, SEWER | LEGAL SERVICE FOR GENERAL LEGAL SERVICES, AIRPORT BASIN EVICTION MAY 15, 2024 |
| July 12, 2024 | 55088 | \$ 6,000.00 | BANKCARD CENTER | GENERAL, WATER, SEWER | CREDIT CARD EXPENSES 5/27/2024 - 6/25/2024, LEAGUE OF CALIFORNIA AND NATIONAL ASSOCIATION |

CITY OF MENDOTA
CASH DISBURSEMENTS
07/02/2024 - 07/16/2024
CK# 055057 - 055119

| | | | | | |
|---------------|-------|--------------|--------------------------------|--------------------------------|--|
| July 16, 2024 | 55089 | \$ 90.96 | GEOVANNI ALCAZAR | GENERAL | REIMBURSEMENT BIANCHI DUTY BELT |
| July 16, 2024 | 55090 | \$ 240.77 | AVIDWATER, LLC | WATER | (1)GLUE, MED. GRAY, (1)GLUE, PURPLE, (2) GLUE, GALLON CANS |
| July 16, 2024 | 55091 | \$ 2,329.94 | BADGER METER | WATER | ORION CELLULAR LTE SERV UNIT JUNE 2024 |
| July 16, 2024 | 55092 | \$ 63.50 | DNFINC.DBA BOBCAT OF FRESNO, B | WATER, SEWER, STREETS | (1) COUPLER, MALE FLU AND O-RING |
| July 16, 2024 | 55093 | \$ 389.00 | BSK ASSOCIATES | SEWER, WATER | WW WEEKLY GRAB SAMPLE BOD, TDS AND GENERAL EDT MONTHLY 6/18/2024 |
| July 16, 2024 | 55094 | \$ 140.03 | CALTRONICS BUSINESS SYSTEMS | GENERAL, WATER, SEWER | LOW AND HIGH DENSITY AND MONO COLOR LINES |
| July 16, 2024 | 55095 | \$ 173.89 | CORELOGIC INFORMATION | GENERAL, WATER, SEWER | REAL QUEST SERVICE FOR JUNE 2024 |
| July 16, 2024 | 55096 | \$ 24,995.35 | EMPLOYER DRIVEN INSURANCE SERV | GENERAL | CLAIM PAID FOR MAY AND JUNE 2024 |
| July 16, 2024 | 55097 | \$ 3,983.43 | EINERSON'S PREPRESS | GENERAL, WATER, SEWER, REFUSE | 2 BOXES (1000) NO WINDOW ENVELOPES / BLACK INK, (12,000) LEFT HAND WINDOW ENVELOPES # 10 / BLACK INK |
| July 16, 2024 | 55098 | \$ 134.44 | FRESNO COUNTY SHERIFF | GENERAL | RMS JMS ACCESS FEE MAY 2024 |
| July 16, 2024 | 55099 | \$ 324.03 | GRAINGER INC. | WATER, SEWER | (1)MOTOR, 1/20HP, 1625, NON-STANDARD, 115V MANUFACTURER, AND (1)COMBO WRENCH CV STEEL CHROME STANDARD |
| July 16, 2024 | 55100 | \$ 82.08 | GUTHRIE PETROLEUM INC | STREETS | (1) 1/5 CHEV. TRACTOR HYD AND CA USED OIL FEE |
| July 16, 2024 | 55101 | \$ 648.00 | KERWEST NEWSPAPER | GENERAL | (5) SUMMARY OF ORDINANCE 24-01, (5) SUMMARY OF ORDINANCE 24-02, AND (8)CONSULTANTS PROOF OF PUBLICATION |
| July 16, 2024 | 55102 | \$ 1,459.06 | KOPPEL & GRUBER | GENERAL | CFD NO. 2006-1 ANNUAL ADMIN SERVICE APRIL-JUNE 2024 AND L&L DISTRICT NO. 2019 - 1 ANNUAL ADMIN SERVICE APRIL - JUNE 2024 |
| July 16, 2024 | 55103 | \$ 225.00 | M.C REPAIRS FULL DIAGNOSTIC | GENERAL | 2018 FORD : POLICE INTERCEPTOR BRAKE SHOES & PADS, 2018 JEEP - GRAND CHEROKEE LAREDO: OIL CHANGE |
| July 16, 2024 | 55104 | \$ 1,214.14 | MENDOTA 1 SMOG | GENERAL | 2020 FORD : UNIT86 OIL CHANGE AND FILTER CHANGE, 2018 FORD : REMOVE & REPLACE ALTERNATOR |
| July 16, 2024 | 55105 | \$ 98,569.51 | MID VALLEY DISPOSAL, INC | REFUSE, STREETS | SANITATION CONTRACT SERVICE JUNE 2024 BILL FOR MAY 2024, PUBLIC WORKS REFUSE SERVICE 6/01/2024 - 6/30/2024 |
| July 16, 2024 | 55106 | \$ 692.83 | OFFICE DEPOT | GENERAL, SEWER, WATER | (3) PAPER, (1) FASTENER, SELF, (1)MANILA FF, LGL, 1/3 CUT, (1) TONER LASER JET 26A BLACK, (1) AA ALKALINE, (1) TAPE |
| July 16, 2024 | 55107 | \$ 116.30 | PAPE MACHINERY | WATER, SEWER | (2) AT425236 PIN @ 1H9D SEWER / WATER |
| July 16, 2024 | 55108 | \$ 29,840.66 | PG&E | GENERAL, WATER, SEWER, STREETS | CITYWIDE UTILITIES 5/08/2024 - 6/06/2024 |
| July 16, 2024 | 55109 | \$ 393.73 | PLATT ELETRIC SUPPLY | STREETS | (2) PHI MH1000 U BT37, (500)THHN12-BLACK, GREEN, WHITE 500FT |
| July 16, 2024 | 55110 | \$ 22,824.00 | PROVOST & PRITCHARD | GENERAL, WATER, SEWER | PROFESSIONAL SERVICE FOR AIRPORT CONCEPTUAL LAND PLAN, AND WATER TANK AND PUMP MAY 2024 |
| July 16, 2024 | 55111 | \$ 886.79 | RAMON'S TIRE & AUTO | GENERAL, WATER, SEWER | 2016 FORD F-250: (1)TIRE REPAIR (INSIDE PATCH), 2021 RAM1500 CLASSIC : (1) TIRE REPAIR (INSIDE PATCH) RR |
| July 16, 2024 | 55112 | \$ 904.98 | ERNEST PACKING SOLUTIONS | GENERAL, WATER, SEWER | (10) CAN LINER, (30) PINESOL, (40) FOAM WASH, (60) SOLARI AND (3) CLNR / DEGRSR BATH KAMBOOM # 5703700071 - DOCK |
| July 16, 2024 | 55113 | \$ 3,303.25 | SEBASTIAN | GENERAL, WATER, SEWER | (1) BLACK PHONE, (1) CABLING MATERIALS & INSTALL LABOR |
| July 16, 2024 | 55114 | \$ 535.00 | TECH MASTER PEST MANAGEMENT | GENERAL, WATER, SEWER | PEST CONTROL SERVICE FOR ROJAS PARK, CH/DMV/YOUTH CENTER, WTP, PUBLIC WORKS, PD, AMBULANCE ROOM |
| July 16, 2024 | 55115 | \$ 153.70 | UNIFIRST CORPORATION | GENERAL, WATER, SEWER | BOWL CLIP, (1)WET MOP, (2) MOPS-UNFRAMED, (40) TERRY |
| July 16, 2024 | 55116 | \$ 307.69 | USA BLUEBOOK | SEWER | (3) HEAVY DUTY TRASH BAGS 60 GALLON BLACK 10 / BAGS / ROLL |
| July 16, 2024 | 55117 | \$ 183.97 | VESTIS GROUP, INC. | GENERAL, WATER, SEWER | PUBLIC WORKS UNIFORM SERVICES 6/20/2024 |
| July 16, 2024 | 55118 | \$ 12,161.42 | WANGER JONES PC ATTORNEY | GENERAL, WATER, SEWER | LEGAL SERVICE: GENERAL LEGAL SERVICE, AIRPORT BASIN EVICTION JUNE 15, 2024 |
| July 16, 2024 | 55119 | \$ 64.80 | WECO | GENERAL, WATER, SEWER | RENT CYL ACETLENCE # 4, OXYGEN D, OXYGEN K, JUNE2024 |

\$ 1,083,625.88

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ACM
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH T. ROWE PRICE RETIREMENT PLAN SERVICES, INC. FOR THE CITY OF MENDOTA'S 401K PROFIT SHARING PLAN
DATE: JULY 23, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-39, approving an Administrative Services Agreement with T. Rowe Price Retirement Plan Services, Inc. for the City of Mendota's 401K Profit Sharing Plan?

BACKGROUND

The City of Mendota ("City") offers a 401k Profit Sharing Plan through John Hancock for employee retirement benefits, with Nexus Administrators serving as the Third-Party Administrator ("TPA"). Financial advisement for the plan is provided by Commonwealth Financial Network and BRS Financial. During their annual review of the City's 401k plan, BRS Financial identified cost-saving options beneficial to both the City and plan participants. BRS Financial Group conducted a thorough evaluation of the plan and TPA services, uncovering potential cost-saving opportunities that enhance the financial outcomes for both the City and its participating employees.

ANALYSIS

Moving from John Hancock to T Rowe Price presents several compelling advantages for both participants and the city administration. Participants will benefit from an updated plan featuring Target Date Funds, simplifying investment decisions and potentially enhancing long-term returns. T Rowe Price's strong online platform promises a superior participant experience, supported by multilingual capabilities in Spanish for enrollment and investment information. Lower costs, with fees reduced to 0.67% of assets compared to 1.03% and a per-participant cost decrease from \$88 to \$50 for the city, will enhance financial outcomes for both parties. Removing the third-party administrator promises faster response times and streamlined operations, improving overall efficiency and participant satisfaction. This transition positions T Rowe Price as a cost-effective and participant-focused choice, poised to deliver significant benefits in retirement planning and administrative effectiveness.

FISCAL IMPACT

Approximately \$1,800 (\$50/participant) from the General, Water, and Sewer Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-39, approving an Administrative Services Agreement with T. Rowe Price Retirement Plan Services, Inc. for the City of Mendota's 401K Profit Sharing Plan.

Attachments:

1. Resolution No. 24-39
2. Exhibit "A" - Agreement with T. Rowe Price Retirement Plan Services, Inc.

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

RESOLUTION NO. 24-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT WITH T. ROWE PRICE RETIREMENT PLAN SERVICES, INC. FOR THE CITY OF MENDOTA'S 401K PROFIT SHARING PLAN

WHEREAS, the City of Mendota ("City") has established the City of Mendota 401k Profit Sharing Plan ("Plan") to provide retirement benefits for its employees; and

WHEREAS, the City currently is in contract with Nexus Administrators to perform the Third Party Administrator ("TPA") services; and

WHEREAS, the Plan and the TPA services were reviewed and compared to others by the plan's financial advisor from BRS Financial Group, LLC ("BRS"); and

WHEREAS, BRS identified cost saving options for both the City and the Plan participants; and

WHEREAS, the City desires to enter into an Administrative Services Agreement ("Agreement"), in substantially the form attached hereto to Exhibit "A," with T. Rowe Price Retirement Plan Services, Inc. ("TRP RPS"), and retain TRP RPS to provide nondiscretionary recordkeeping and other ministerial services; and

WHEREAS, TRP RPS desires to perform recordkeeping and administrative services for the Plan on a nondiscretionary basis in accordance with the provisions of this Agreement.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Mendota hereby approves the Agreement, in substantially the form attached hereto as Exhibit "A," with TRP RPS with an effective date of August 4, 2024.

BE IT FURTHER RESOLVED, that the Agreement shall remain in effect until terminated in accordance with its terms.

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager, or his designee, to execute all documents necessary with respect to transitioning the City of Mendota 401(k) Profit Sharing Plan and the TPA services to TRP RPS.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A



T.RowePrice

Executive Summary T. Rowe Price Retirement Plan Services, Inc. Proposal For City of Mendota 401k Profit Sharing Plan

| | | | |
|-------------------|----------------|--------------------|-----------------|
| Date of Proposal: | May 24, 2024 | Proposal Valid To: | August 22, 2024 |
| Effective Date: | August 4, 2024 | | |

This document contains a proposal for retirement plan services by T. Rowe Price Retirement Plan Services, Inc. ("TRP RPS") as well as an Administrative Services Agreement, which together provide disclosure of information required by regulations under Section 408(b)(2) of the Employee Retirement Income Security Act of 1974 (ERISA). TRP RPS is a covered service provider under these regulations with respect to the provision of plan recordkeeping services to ERISA-covered plans and, as such, is required to disclose certain information regarding direct and indirect compensation it expects to receive in connection with the provision of services to the plan. The Administrative Services Agreement may be executed upon acceptance of the terms of the agreement.

Summary of Estimated Annual Cost to the Plan for Recordkeeping Services

| | |
|--|---------|
| Estimated Administrative Fees from Investments: | 0.000% |
| Base Recordkeeping Service Fee: | \$1,800 |
| Per Participant Recordkeeping Service Fee: | \$50 |

| | |
|--|---------|
| Recordkeeping Fee Guarantee Period: | 3 Years |
|--|---------|

Additional details regarding recordkeeping and related fees and services can be found in the Summary of Fees, Exhibit A-Investments, Exhibit B-Services, Exhibit C-Fee Schedule, Exhibit D-Float and Incidental Compensation, and Administrative Services Agreement included in this proposal.

The actual Administrative Fees from Investments generated by the designated investment alternatives listed in Exhibit A herein are retained by TRP RPS for the provision of recordkeeping, administrative, and shareholder services on behalf of the investments. A fixed, per participant Recordkeeping Service Fee is required to pay for services provided.

Proposal Assumptions

| | | | |
|--|-------------|---|---------------------------------|
| Plan Count | 1 | Conversion Meeting Days Included | 1 |
| Participants With a Balance | 31 | Ongoing Meeting Days Included | 0 |
| Total Plan Assets | \$1,150,000 | Assumed Weighted Average Expense Ratio | 0.43% |
| Estimated Fee Eligible Assets (Total Plan Assets minus Outstanding Loan Balances and Self-Directed Brokerage (SDB)) | \$1,150,000 | Outside Funds Included Platform | 18 TRAC |
| Net Annual Cash Flow | \$100,000 | Product | Essential Choice - Full Service |

T. Rowe Price Retirement Plan Services, Inc.



T.RowePrice

Executive Summary
T. Rowe Price Retirement Plan Services, Inc.
Proposal For City of Mendota 401k Profit Sharing Plan

Date of Proposal: May 24, 2024 Proposal Valid To: August 22, 2024

Proposal Contents

This proposal for retirement plan services provided by TRP RPS consists of the following sections:

Proposal Summary of Fees - Summarizes the recordkeeping costs and investment expenses of the plan using the investments that serve as the basis of this proposal.

Exhibit A - Investments - Identifies the investments that serve as the basis of this proposal.

Exhibit B - Services - Lists the general description of recordkeeping services offered to the plan.

Exhibit C - Fee Schedule - Describes recordkeeping and service based fees that are considered direct compensation.

Exhibit D - Float and Incidental Compensation - Describes incidental compensation received by TRP RPS in connection with the provision of services to the plan.

Administrative Services Agreement - Provides a description of the services that will be provided.

Signatures - Executed by a duly authorized officer of the Employer and TRP RPS to acknowledge direction from the employer to use the investments listed in Exhibit A and agreement to the terms of the proposal.

Instructions for Employer

1. Review all sections of this proposal
2. Sign the proposal in the Employer signature section on the last page of the proposal
3. Scan the signed proposal and email the proposal in its entirety to your TRP RPS sales consultant.



**Proposal for City of Mendota 401k Profit Sharing Plan
Summary of Fees**

Participants¹: 31

May 24, 2024

Estimated Annual Cost to the Plan for Recordkeeping Services

| | Total Plan (\$) ² | Per Participant (\$) ² | % of Assets ² |
|--|-------------------------------------|--|---------------------------------|
| Estimated Annual Administrative Fees from Investments | \$0 | \$0.00 | 0.000% |
| (+) Estimated Annual Recordkeeping Service Fee | \$3,350 | \$108.06 | 0.291% |
| Estimated Annual Recordkeeping Cost to the Plan | \$3,350 | \$108.06 | 0.291% |

The "Estimated Annual Administrative Fees from Investments" is the amount of administrative fees generated by investments listed in Exhibit A that are estimated to be received and retained by T. Rowe Price Retirement Plan Services, Inc. ("TRP RPS") for the provision of shareholder recordkeeping and administrative services on behalf of the investments.

The "Estimated Annual Recordkeeping Service Fee" is an additional fee (typically a per participant fee or flat dollar fee) to be paid to TRP RPS for plan recordkeeping services.

The "Estimated Annual Recordkeeping Cost to the Plan" is the total of the "Estimated Annual Administrative Fees / Credits from Investments" plus the "Estimated Annual Recordkeeping Services Fee".

The "Estimated Annual Recordkeeping Cost to the Plan" listed above, plus the additional compensation disclosed in Exhibit C reflect an estimate of the cost to the plan for providing the services set forth in Exhibit B and the Administrative Services Agreement. In addition, TRP RPS may receive incidental compensation as described in Exhibit D.

Please contact your TRP RPS representative if you need more information.

¹ The estimated participant count is based on the most recent information available to TRP RPS as of the Date of Proposal. Participant count is based on the estimated number of participants with a balance greater than \$0.00 as provided by the Employer and/or the Employer's other service providers.

² For illustrative purposes, the costs in this table are expressed as annual total plan dollars, per participant dollars and percent of assets (percent of asset illustrations are based on Fee Eligible Assets).



**Proposal for City of Mendota 401k Profit Sharing Plan
Summary of Fees**

| Estimated Annual Cost to the Plan for Investments and Recordkeeping Services | | | |
|---|-------------------------|------------------------------|---------------------|
| | Total Plan (\$)² | Per Participant (\$)² | % of Assets² |
| Estimated Annual Investment Expense | \$4,922 | \$158.76 | 0.428% |
| (+) Estimated Annual Recordkeeping Service Fee | \$3,350 | \$108.06 | 0.291% |
| Estimated Annual Cost to the Plan for Investments and Recordkeeping Services | \$8,272 | \$266.83 | 0.719% |

The "Estimated Annual Investment Expense" is the total estimated cost of the investments offered through the plan based on those investments' associated expense ratios and the estimated assets in the plan. The "Estimated Annual Administrative Fees from Investments" from the "Estimated Annual Cost to the Plan for Recordkeeping Services" chart above are generally included in the "Estimated Annual Investment Expense."

The "Estimated Annual Cost to the Plan for Investments and Recordkeeping Services" is the "Estimated Annual Investment Expense" plus the "Estimated Annual Recordkeeping Service Fee."

² For illustrative purposes, the costs in this table are expressed as annual total plan dollars, per participant dollars and percent of assets (percent of asset illustrations are based on Fee Eligible Assets).

Fees set forth herein, reflect inclusion of all specifically named investment alternatives and administrative fee rates set forth in Exhibit A and the recordkeeping and related services as set forth in the Administrative Services Agreement. To the extent T. Rowe Price sponsored mutual funds ("Price Funds") or T. Rowe Price-sponsored common trust funds ("Price Trusts") are included in Exhibit A, TRP RPS will not change administrative or Recordkeeping Service Fees if Price Funds or Price Trusts are removed from the investment line-up due to failure to meet standards established in the plan's investment policy statement.

This Executive Summary, including the Summary Proposal of Fees, is based on the Proposal Assumptions and other information provided. Any changes in the Proposal Assumptions or information provided may result in changes in actual fees as project implementation is finalized or negotiated.

This document acts as TRP RPS' formal fee proposal for recordkeeping and related services. Proposal is valid for 60 days from May 24, 2024.



T. Rowe Price

Proposal for City of Mendota 401k Profit Sharing Plan

Exhibit A—Investments

| Investment | Ticker or CUSIP | Lipper Fund Category | Estimated Assets ³ | Lipper No Load Exp. Ratio Average ⁴ | Expense Ratio ⁵ | Total Expense | Administrative Fees ⁶ | Estimated Amount Generated |
|--|-----------------|---------------------------------------|-------------------------------|--|----------------------------|----------------|----------------------------------|----------------------------|
| American Century Small Cap Growth R6 | ANODX | Small-Cap Growth Funds | \$35,938 | 1.08% | 0.82% | \$295 | 0.000% | \$0 |
| BlackRock High Yield Bond K | BRHYX | High Yield Funds | \$35,938 | 0.78% | 0.48% | \$173 | 0.000% | \$0 |
| Fidelity Advisor Intl Cap App Z | FIDZX | International Multi-Cap Growth | \$35,938 | 0.00% | 0.67% | \$241 | 0.000% | \$0 |
| Fidelity 500 Index | FXAIX | S&P 500 Index Funds | \$35,938 | 0.30% | 0.02% | \$5 | 0.000% | \$0 |
| JHancock Bond R6 | JHBSX | Core Plus Bond Funds | \$35,938 | 0.64% | 0.36% | \$129 | 0.000% | \$0 |
| Lord Abbett Short Duration Income R6 | LDLVX | Short Investment Grade Debt Funds | \$35,938 | 0.55% | 0.31% | \$111 | 0.000% | \$0 |
| MFS Growth R6 | MFEKX | Large-Cap Growth Funds | \$35,938 | 0.88% | 0.51% | \$183 | 0.000% | \$0 |
| MFS Mid Cap Growth R6 | OTCKX | Mid-Cap Growth Funds | \$35,938 | 1.08% | 0.66% | \$237 | 0.000% | \$0 |
| Putnam Large Cap Value R6 | PEQSX | Equity Income Funds | \$35,938 | 0.92% | 0.55% | \$198 | 0.000% | \$0 |
| PIMCO International Bond (USD-Hdg) Instl | PFORX | International Income Funds | \$35,938 | 0.71% | 0.63% | \$226 | 0.000% | \$0 |
| PIMCO Income Instl | PIMIX | Multi-Sector Income Funds | \$35,938 | 1.03% | 0.62% | \$223 | 0.000% | \$0 |
| American Funds American Balanced R6 | RLBGX | Mixed-Asset Target Alloc Growth Funds | \$35,938 | 0.00% | 0.25% | \$90 | 0.000% | \$0 |
| American Funds New World R6 | RNWGX | Emerging Markets Funds | \$35,938 | 1.26% | 0.57% | \$205 | 0.000% | \$0 |
| Undiscovered Managers Behavioral Val R6 | UBVFX | Small-Cap Value Funds | \$35,938 | 1.19% | 0.80% | \$288 | 0.000% | \$0 |
| Vanguard Real Estate Index Admiral | VGSLX | Real Estate Funds | \$35,938 | 0.98% | 0.12% | \$43 | 0.000% | \$0 |
| Vanguard Mid Cap Index Admiral | VIMAX | Mid-Cap Core Funds | \$35,938 | 0.95% | 0.05% | \$18 | 0.000% | \$0 |
| Vanguard Small Cap Index Adm | VSMAX | Small-Cap Core Funds | \$35,938 | 1.10% | 0.05% | \$18 | 0.000% | \$0 |
| Invesco Value Opportunities R6 | VVOSX | - | \$35,938 | 0.00% | 0.72% | \$259 | 0.000% | \$0 |
| T. Rowe Price Retirement 2005 I | TRAJX | Mixed-Asset Target 2010 Funds | \$35,938 | 0.57% | 0.34% | \$122 | 0.000% | \$0 |
| T. Rowe Price Retirement 2010 I | TRPUX | Mixed-Asset Target 2010 Funds | \$35,938 | 0.57% | 0.34% | \$122 | 0.000% | \$0 |
| T. Rowe Price Retirement 2015 I | TRUBX | Mixed-Asset Target 2015 Funds | \$35,938 | 0.58% | 0.35% | \$126 | 0.000% | \$0 |
| T. Rowe Price Retirement 2020 I | TRDBX | Mixed-Asset Target 2020 Funds | \$35,938 | 0.65% | 0.37% | \$133 | 0.000% | \$0 |
| T. Rowe Price Retirement 2025 I | TREHX | Mixed-Asset Target 2025 Funds | \$35,938 | 0.65% | 0.38% | \$137 | 0.000% | \$0 |
| T. Rowe Price Retirement 2030 I | TRFHX | Mixed-Asset Target 2030 Funds | \$35,938 | 0.67% | 0.40% | \$144 | 0.000% | \$0 |
| T. Rowe Price Retirement 2035 I | TRFJX | Mixed-Asset Target 2035 Funds | \$35,938 | 0.69% | 0.42% | \$151 | 0.000% | \$0 |
| T. Rowe Price Retirement 2040 I | TRHDX | Mixed-Asset Target 2040 Funds | \$35,938 | 0.72% | 0.43% | \$155 | 0.000% | \$0 |
| T. Rowe Price Retirement 2045 I | TRIKX | Mixed-Asset Target 2045 Funds | \$35,938 | 0.71% | 0.44% | \$158 | 0.000% | \$0 |
| T. Rowe Price Retirement 2050 I | TRJLX | Mixed-Asset Target 2050 Funds | \$35,938 | 0.74% | 0.45% | \$162 | 0.000% | \$0 |
| T. Rowe Price Retirement 2055 I | TRJMX | Mixed-Asset Target 2055 Funds | \$35,938 | 0.72% | 0.46% | \$165 | 0.000% | \$0 |
| T. Rowe Price Retirement 2060 I | TRLNX | Mixed-Asset Target 2060 Funds | \$35,938 | 0.76% | 0.46% | \$165 | 0.000% | \$0 |
| T. Rowe Price Retirement 2065 I | TRMOX | Mixed-Asset Target 2060+ Funds | \$35,938 | 0.54% | 0.46% | \$165 | 0.000% | \$0 |
| T. Rowe Price Government Money I | TTGXX | U.S. Government Money Market Funds | \$35,938 | 0.52% | 0.21% | \$75 | 0.000% | \$0 |
| Total | | | \$1,150,000 | | 0.43% | \$4,922 | 0.000% | \$0 |



T.RowePrice

Proposal for City of Mendota 401k Profit Sharing Plan Exhibit A—Investments

| Investment | Ticker or CUSIP | Lipper Fund Category | Estimated Assets ³ | Lipper No Load Exp. Ratio Average ⁴ | Expense Ratio ⁵ | Total Expense | Administrative Fees ⁶ | Estimated Amount Generated |
|------------|-----------------|----------------------|-------------------------------|--|----------------------------|---------------|----------------------------------|----------------------------|
|------------|-----------------|----------------------|-------------------------------|--|----------------------------|---------------|----------------------------------|----------------------------|

Collective Trusts (CITs) are bold italicized

Other Plan Assets

T. Rowe Price Retirement Plan Services, Inc.



T. Rowe Price

It is important to read disclosure documents, such as the prospectus, statement of additional information ("SAI"), and fact sheets, for each investment to understand any fees that are charged directly against the amount invested in connection with the acquisition, sale, transfer of, or withdrawal from the investment contract, product, or entity (i.e., sales loads, sales charges, deferred sales charges, redemption fees, surrender charges, exchange fees, account fees, and purchase fees).

Additional information and materials about plan investments that are within the control of, or reasonably available to TRP RPS may be found on the plan sponsor website. This includes investment information that is required for you to comply with your disclosure obligations under the DOL participant fee disclosure regulation (29 CFR 2550.404a-5(d)(1)). Please contact a Client Relations Consultant for more information on the services TRP RPS offers to assist you in meeting your obligations under the DOL participant fee disclosure regulation.

³ Assets

The estimated assets are based on the most recent information available to TRP RPS as of the date of proposal as provided by the plan fiduciary and/or the plan fiduciary's other service providers.

⁴ Lipper No-Load Expense Ratio Average

The Lipper No-Load Expense Ratio Average is as of the most recent quarter end and is provided, as applicable, to compare the ongoing costs of investing in each listed investment with other investments in the respective Lipper Fund Category.

⁵ Expense Ratio

Each investment's annualized net expense ratio is based on the investment's most recent fiscal year-end data available to TRP RPS. For the purpose of this summary document, the net expense ratio may include one or more of the following: management fees, operating costs, administrative fees, and trustee fees, as applicable. The net expense ratio may not reflect certain waivers or expenses, e.g., voluntary management fee waivers, which may reduce or increase the net expense ratio shown. For T. Rowe Price-sponsored mutual funds ("Price Funds"), contractual waivers are reflected in the net expense ratio. Please read disclosure documents, such as a prospectus, for more information about an investment's expense. The source of the expense ratio for non-proprietary mutual fund investments is Lipper Data Feed Services. The expense ratio for other non-proprietary investments may be reported to TRP RPS through a third party commercial database or by the sponsor or manager of the investment.

The Price Funds have entered into an investment management agreement with T. Rowe Price Associates, Inc. ("TRPA"), an affiliate of TRP RPS, which provides the Price Funds with discretionary investment management services. As compensation for the services provided, each respective Price Fund pays TRPA an investment management fee, which is included in the expense ratio calculation for the respective Price Fund. Please see the respective Price Funds' prospectus, statement of additional information ("SAI"), annual report, and semiannual report for more information on the fees and services provided.

If the Employer has made Price Trusts (defined below) available as investment options under the Plan, then the following is applicable to the Plan: The T. Rowe Price-sponsored common trust funds ("Price Trusts") are sponsored by T. Rowe Price Trust Company ("TRPTC"), an affiliate of TRP RPS, which administers the Price Trusts in accordance with the provisions of the respective Declaration of Trust. As compensation for the services provided, each respective Price Trust or plan pays TRPTC a trustee fee, which is typically included in calculating the applicable expense ratio for the respective Price Trust. Please see the respective Price Trust's Declaration of Trust and the Plan's agreement with TRPTC (e.g., Investment Agency Appointment and Participation Authorization or Participation Agreement) for more information on the fees and services provided.

Expense ratio total is the weighted average.

⁶ Administrative Fees

Administrative Fees total is the weighted average of administrative fees for each investment shown. Administrative fees for each investment do not increase the reported expense ratio of the investment.

For Price Funds with an amount greater than zero in the Administrative Fees column, TRP RPS receives payment from such Price Funds for the provision of shareholder recordkeeping and administrative services.

In relation to the SVF, TRP RPS performs administrative services on behalf of TRPTC and in connection therewith receives payments from TRPTC if there is an amount greater than zero in the Administrative Fees column.

For certain non-proprietary investments, TRP RPS receives payments for the provision of shareholder recordkeeping and administrative services. Such payments, including shareholder servicing fees, sub-transfer agency fees, and distribution or Rule 12b-1 fees, may be paid by the investment, investment manager, its advisor or affiliates.



Proposal for City of Mendota 401k Profit Sharing Plan Exhibit B—Services

TRP RPS offers a comprehensive suite of recordkeeping services for both plan sponsors and participants such as administrative services, participant services, implementation/conversion services, compliance services, plan document services, plan sponsor services, and directed trustee support services. A general description of the recordkeeping services provided to the plan is set forth below. Please refer to your plan's recordkeeping agreement and/or the Administrative Service Manual for a comprehensive list of services provided to the plan. Copies of these materials can be obtained by contacting Client Relations at 1-800-839-1901. In connection with its services as a recordkeeper, TRP RPS is not a fiduciary to the plan.

1. Administrative and Recordkeeping Services

- Process enrollments, contributions, plan investment transactions, and loans (if available under Plan terms)
- Segregate accounts for Qualified Domestic Relations Orders (QDROs)
- Calculate and process distributions (including tax withholding and reporting of distributions)
- Maintain plan-level and participant-level accounts
- Store plan demographic data
- Provide reports related to administrative and recordkeeping services

2. Participant Services

- Provide quarterly benefit statements
- Prepare and furnish participant communication and education materials
- Make available a dedicated participant website
- Make available a voice response unit (VRU)
- Make available a trained participant phone support center
- Make available investment education and planning tools
- Offer the *RETIRE WITH CONFIDENCE*® program

3. Implementation/Conversion Services

- Review and set up the Plan on Recordkeeping System
- Support conversions from recordkeeper(s), if applicable
- Transfer of Plan data from prior recordkeeper
- Provide on-going merger and acquisition support

4. Compliance Services

- Upon request, provide compliance testing services
- Review and consult on plan design
- Support the annual audit and Form 5500 preparation

5. Plan Document Services

- Provide third-party prototype/volume submitter documents and related document preparation, as applicable



**Proposal for City of Mendota 401k Profit Sharing Plan
Exhibit B—Services**

6. Plan Sponsor Services

- Provide on-going relationship management and communication services
- Make available support services during conversion, daily operations and compliance testing
- Make available a dedicated plan sponsor website
- Provide reports and tools to assist the plan's operations and strategic planning
- Support the annual audit

7. Other Services

- Provide support services in connection with the services of an unaffiliated, third-party directed trustee or custodian, as applicable
- Provide support services in connection with self-directed brokerage services of an unaffiliated, third-party broker/dealer

2016-AX-18755



Proposal for City of Mendota 401k Profit Sharing Plan Exhibit C – Fee Schedule

Direct compensation is compensation that is received directly from the plan or plan sponsor, for example, fees that are deducted from participant accounts, or the plan's forfeiture account. On an annual basis, TRP RPS makes available through the plan sponsor website a Trust Report which discloses all fees paid directly from the Plan. In addition, indirect compensation is compensation received from any source other than the plan, the plan sponsor, the covered service provider, an affiliate or a subcontractor. TRP RPS expects to receive certain administrative fees from the Plan Investment Options as compensation for the provision of shareholder recordkeeping and administrative services. Compensation expected to be received by TRP RPS relevant to your plan is summarized below, in the Proposal and Exhibit A above, and in other written materials provided from time to time.

1. **Recordkeeping Service Fees.** The annual Recordkeeping Service Fee consists of a Base Recordkeeping Fee of \$1,800 and a Per Participant Recordkeeping Service Fee of \$50. The Recordkeeping Service Fee will be charged quarterly and calculated as follows: $(\text{Base Record Keeping Fee}/4) + [(\text{number of participants with assets on the last day of the calendar quarter}) * (\text{Per Participant Recordkeeping Service Fee}/4)]$. If a plan terminates service mid-quarter the participant recordkeeping fee will be based on the total number of participants with a balance in the Plan as of the last calendar day of the month that precedes the date that notification is received. The per participant rate will be prorated through the service termination date.

TRP RPS will guarantee the Recordkeeping Service Fee for three (3) years beginning on the effective date of this agreement ("Fee Guarantee Period"). However, TRP RPS reserves the right to adjust the Recordkeeping Service Fee if, during the Fee Guarantee Period, plan assets decrease by more than 25% due to reasons other than market volatility or if assets converted from a prior recordkeeper (if applicable) or net annual cash flow differ significantly from the Proposal Assumptions outlined in the Executive Summary.

Unless otherwise directed in writing, TRP RPS will invoice the quarterly fees to the Employer in arrears. Employer will pay TRP RPS within (thirty) 30 days of the invoice date. For invoices not paid in a timely manner, unless Employer pays the fees, Employer authorizes TRP RPS to extract such fees from participants' accounts on a pro-rata basis based on account balances. Any such fees that are due and owing to TRP RPS and are not paid by Employer upon termination of Employer's agreement with TRP RPS may be extracted from participants' accounts. With respect to the initial plan year for a new client of TRP RPS, the Recordkeeping Service Fees are prorated on a quarterly basis. All other fees will be charged in full for the initial plan year.

2. **Distributions.** The distribution processing fee is \$50 per distribution. Generally, the fee is charged to the account of the participant taking the distribution or invoiced to the Employer for distributions sent to the Employer (e.g., mistake of fact transaction). For installment distributions, the \$50 fee is deducted from the participant's account upon set up of the installment distribution program. Assets awarded to an alternate payee via a Qualified Domestic Relations Order ("QDRO") are segregated into an alternate payee account that is set up on the recordkeeping system and assessed the \$50 fee at the time of distribution. The distribution fee is waived for Required Minimum Distributions (RMDs) and when assets are rolled over to a T. Rowe Price IRA.

3. **Loans.** The loan initiation fee is \$100 per loan, which shall be charged to the account of the participant taking the loan.

4. **Self-Directed Brokerage Services.** (Optional) An annual account maintenance fee of \$70, which is assessed only if an account is opened, but regardless of trading activity, shall be deducted from the participant's account. Trading fees and commissions, based on trading activity, are charged to participant accounts. Preparation of IRS Form 5500 for brokerage assets is provided for an annual fee of \$750. See the brokerage service provider's fee schedule for other fees of that service provider.

T. Rowe Price Retirement Plan Services, Inc.

T.RowePrice



Proposal for City of Mendota 401k Profit Sharing Plan Exhibit C – Fee Schedule

5. **Plan Design.** Employer requested additional compliance consulting services are provided at a rate of \$125 per hour. Employer initiated amendments to the plan document are provided at a cost of \$425 each.

6. **Directed Trustee and Support Services.** A \$500 annual directed trustee and support services fee per plan applies when Reliance Trust Company is selected to act as a directed trustee. The fee is billed and collected annually by TRP RPS and applies regardless of when directed trustee and support services commence or terminate. \$250 is paid to Reliance Trust Company for directed trustee services and \$250 is retained by TRP RPS for its support services in connection with the services of Reliance Trust Company. The Trust Agreement must be fully executed to formally appoint Reliance Trust Company as directed trustee of the Plan. If the fully executed documents are not received by TRP RPS in good order by before the conversion release date, then the Plan will be deemed self-trusteed.

7. **Contribution Funding.** TRP RPS shall charge employer \$300 per quarter for funding of contributions in a manner other than the Automated Clearing House (ACH). A charge of \$250 will apply for each employer contribution calculation performed for the Employer.

8. **Nondiscrimination Testing.** Code Section 401(k) and 401(m) nondiscrimination tests, Code Section 402(g) salary deferral contribution monitoring, Code Section 410(b) (ratio %) and Code Section 415(c) testing are included in the Recordkeeping Service Fee per year. Code Section 414(s) testing is available upon request. If the plan passes the 414(s) testing, there is no charge to the plan for the service. If the plan fails 414(s) testing, a fee of \$125 per hour will apply to resolve testing failures. Cross tested plan calculation/allocation are available for a fee of \$725 per year. An additional charge of \$125 per hour will apply for employer-requested additional iterations of cross tested plan calculations.

9. **Communications.** Participant statements, plan enrollment and other strategic communications materials as mutually agreed upon with Employer shall be developed and produced as part of the recordkeeping services. The costs for the production or reproduction of communications, other than materials listed above, including the cost of materials, printing handling, assembly and mailing, shall be charged to the Employer; provided, however, that TRP RPS shall present an advance cost estimate for such production to Employer for its review and approval. TRP RPS shall provide an employee meeting representative for the specific number of meeting days listed in the Proposal Assumptions. These days are included in the Recordkeeping Service Fee. Additional meeting days are available at a cost of \$1,000 per day per employee meeting representative for live meetings. Webinars are conducted at no charge.

10. **Enrollment Kits.** Enrollment kits will be generated and posted to the Plan Sponsor Web and Participant websites and will be distributed to all eligible participants with a valid email address on record. There is a \$4.50 per kit fee for print, excluding postage.

11. **Form 5500, Form 8955-SSA and SAR Preparation.** IRS Form 5500, Form 8955-SSA and the Summary Annual Report are provided without additional fee. Preparation of IRS Form 5500 for brokerage assets is provided for an additional fee (see Exhibit C.4)

12. **Data Entry.** A \$7 per participant fee will be charged per occurrence for Employer requested data entry of participant information and investment allocation of future contribution.

13. **Express Delivery Service.** The \$30 express delivery service fee is charged to the account of the participant.

T. Rowe Price Retirement Plan Services, Inc.

T.RowePrice



Proposal for City of Mendota 401k Profit Sharing Plan Exhibit C – Fee Schedule

14. **Adjustment Processing.** The fee for correction of recordkeeping errors that were not made by TRP RPS is \$125 per hour.

15. **De-conversion File.** If Employer or TRP RPS terminates this Agreement, a \$500 fee applies to provide a deconversion file. Payment of the fee is required prior to release of the file.



Proposal for City of Mendota 401k Profit Sharing Plan Exhibit D—Float and Incidental Compensation

Incidental Compensation is compensation received from any source other than the plan, the plan sponsor, the covered service provider, an affiliate, or a subcontractor that is estimated to be inconsequential and therefore does not factor into negotiations between TRP RPS and its clients. Types of incidental compensation expected to be received by TRP RPS or its agents are described below. In the interests of completeness, certain items below are included for clarity and may not result in compensation to TRP RPS.

Earnings from Short-term Investments "Float"

General or "omnibus" bank accounts are maintained to hold amounts awaiting trade settlement or clearance of disbursements in connection with plan transactions. Amounts in these omnibus accounts may generate earnings ("float").

Trades associated with contributions and loan repayments are generally placed on the date that investment instructions and funds are received in "good order," and typically settle on the next business day, but may take up to five business days in certain circumstances. Although trade settlement for transactions within plans are usually simultaneous, some in-plan transactions involving certain investments may result in omnibus account balances for up to four business days. Plan distributions and other disbursements are generally redeemed from the plan's investments on the day the request is received in "good order" and checks or electronic payments issued within two business days after redemption proceeds are received. These amounts may comprise balances in omnibus accounts until the date the wires clear, electronic transactions are accepted by the receiving institution, or checks are presented for payment. The Outstanding Distribution Checks Report available on the plan sponsor website identifies outstanding distribution checks. As directed by the plan sponsor, stale dated check amounts (generally outstanding for more than 180 days) are (a) reissued for the benefit of the participant at an updated address, or (b) reprocessed into the plan-level or participant accounts.

Earnings on balances in omnibus accounts are calculated using the federal funds rate and are used to reduce bank expenses. Half of any amount that remains after payment of bank expenses are retained and are used to offset expenses in connection with recordkeeping services provided by TRP RPS or its agents. If earnings do not exceed bank fees, TRP RPS or its agents pays the balance.

Plan Transaction Processing

Inadvertent and unintentional TRP RPS or its agents' errors may occur from time to time while processing investment transactions. Where such an error occurs in processing a plan investment transaction that is in "good order," the error is corrected using standard correction methodologies and participant accounts are adjusted accordingly.

The correction to restore participants' accounts may result in gains or losses attributable to market movement in share price between the transaction and correction dates. If the correction results in an aggregate loss, TRP RPS funds the loss. If the correction results in an aggregate gain for a T. Rowe Price investment, that gain is returned to the fund and used to offset transactional costs. If the correction results in an aggregate gain for a non - T. Rowe Price mutual fund, that gain is retained by TRP RPS or its agents to offset operational expenses.



**Proposal for City of Mendota 401k Profit Sharing Plan
Exhibit D—Float and Incidental Compensation**

Non-monetary Compensation - Gifts and Entertainment

TRP RPS does not expect to receive any non-monetary compensation (e.g., gifts and entertainment) with respect to the Plan.

Tax Withholding Service

TRP RPS or its agents processes distributions to plan participants and performs income tax withholding and reporting services with respect to those distributions, as applicable. Certain jurisdictions may provide interest or credits related to remittance of income tax withholdings. TRP RPS or its agents retains any such interest or credits.

Omnibus Account Reconciliation

Omnibus bank account balances are reconciled to recordkeeping and trading systems on a daily basis. Certain minor discrepancies can arise from differences between the systems involved in trading and settlement, such as decimal place and rounding conflicts. In addition, de minimis discrepancies can arise from differences between amounts expected and amounts actually delivered to the omnibus account in connection with plan activity, such as contributions or loan repayments. Immaterial discrepancies are resolved by periodically funding shortfalls to, or withdrawing excess amounts from the omnibus account.



T. Rowe Price

Proposal for City of Mendota 401k Profit Sharing Plan Administrative Services Agreement

1. Recitals

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) by and between T. Rowe Price Retirement Plan Services, Inc., a Maryland corporation (“TRP RPS”) and City of Mendota (“Employer”) is effective as of August 04, 2024 (“Effective Date”) and shall remain in effect until terminated in accordance with its terms below.

WHEREAS, Employer has established the City of Mendota 401k Profit Sharing Plan (“Plan”) to provide retirement benefits for its employees;

WHEREAS, Employer desires to retain TRP RPS to provide nondiscretionary recordkeeping and other ministerial services;

WHEREAS, TRP RPS desires to perform recordkeeping and administrative services for the Plan on a nondiscretionary basis in accordance with the provisions of this Agreement.

NOW, THEREFORE, as of the Effective Date, Employer and TRP RPS, agreeing to be bound to the terms hereof, agree as follows:

2. Appointment and Role of TRP RPS

Employer hereby appoints TRP RPS to serve as recordkeeper of the Plan to perform the services expressly provided by this Agreement. TRP RPS agrees to serve solely as a nondiscretionary recordkeeper for the Plan.

Employer acknowledges and agrees that TRP RPS is not a fiduciary to the Plan and is not obligated to perform any service that could cause TRP RPS to become a fiduciary of the Plan. Notwithstanding any other provision of this Agreement to the contrary, TRP RPS, its employees, representatives, or agents shall not be deemed to be the administrator, plan sponsor, or a fiduciary of the Plan as defined in Sections 3(16)(A), 3(16)(B), or 3(21)(A), respectively, of the Employee Retirement Income Security Act of 1974 (“ERISA”).

3. Recordkeeping Services Provided by TRP RPS

TRP RPS will provide, or cause to be provided through its affiliates and agents, the services set forth on Exhibit B – Services. TRP RPS shall provide its services on a nondiscretionary basis in accordance with a framework of instructions, procedures and interpretations provided by Employer, including those set forth in the Administrative Services Manual (collectively, the “Procedures”). TRP RPS shall have no duties or responsibilities with respect to the Plan except to perform the services described in this Agreement as are more fully described in the Procedures and any additional services as set forth in writing signed by the parties hereto, which additional services shall be subject to the terms and conditions of this Agreement. TRP RPS may seek to amend the Procedures upon notice to Employer, provided that any material change shall not be effective if Employer has provided written objection to TRP RPS within 90 days of such notice.

With respect to the services that may be performed upon the instruction of Plan participants, beneficiaries, and alternate payees (singularly a “Participant” and collectively “Participants”), TRP RPS may conclusively rely upon and is directed to act upon telephone, electronic or written instructions or information provided to it: (a) under a signature which purports to be that of the Participant; or (b) in connection with a personal identification number or other identifying information used to validate that an instruction originated from the Participant.

T. Rowe Price Retirement Plan Services, Inc.

T.RowePrice



Upon termination of this Agreement, TRP RPS shall, upon Employer request, provide Participant and Plan records as are standard in the recordkeeping industry, but may retain copies of such records necessary or desirable to meet legal, audit or regulatory requirements.

TRP RPS shall upon Employer's reasonable request permit an independent public accountant selected by Employer to have reasonable access during ordinary business hours to such records as may be necessary to audit accounts for the Plan.

4. Plan Investment Options

Employer hereby selects for the Plan the investment options listed on Exhibit A - Investments. Employer acknowledges receipt of the applicable offering document provided by the Investment Options and agrees to abide by the terms of such documents.

If elected by the Employer, TRP RPS will make available SDB services through a brokerage provider. Election of SDB services requires execution of a separate agreement providing for such services. TRP RPS reserves the right to change the brokerage providers on its platform and any separate agreement with the SDB service provider will be terminated if a change is made.

At the discretion of the Employer, Participants may be permitted to direct the allocation of their account balances among the Investment Options and that TRP RPS may accept such instruction.

After consultation with TRP RPS as to the acceptability, administrative feasibility and timing of any change, Employer may amend Exhibit A from time to time in writing.

To the extent any investment option included in Exhibit A is a target date fund, Employer hereby directs that any new fund in the same series be added to the investment options after notice to Employer, unless Employer provides prior written notice of its objection to TRP RPS.

For purpose of maintaining records of each Participant's Plan account, TRP RPS shall implement any trading restrictions and collect any redemption fees that may be applicable to investment transactions. To the extent redemption fees are applicable, Employer authorizes TRP RPS to collect and remit such fees to the applicable investment.

If Employer prepares any communications material that describes any T. Rowe Price managed mutual fund ("Price Fund") or Price Trust, Employer shall not distribute or utilize such material until TRP RPS has approved the portion of the material describing such investment option. Approval by TRP RPS shall be reasonably provided.



T. Rowe Price

5. Fees

(a) Employer shall pay TRP RPS the fees set forth in Exhibit C as compensation for its services hereunder. The fee may be changed by TRP RPS upon 90 calendar days' prior written notice to Employer; provided, however, that except for changes resulting from a material change to services provided under the Agreement or a change in a plan investment option, no change in fees set forth in Exhibit C may be made during the Fee Guarantee Period.

Employer agrees that TRP RPS shall be entitled to fees for the performance of any additional services performed outside the scope of this Agreement.

Employer acknowledges that TRP RPS or its affiliates receive compensation in connection with the Price Funds and Price Trusts, as applicable, and may receive compensation in connection with Non-Price Funds selected by Employer as Plan Investment Options as disclosed on Exhibit A and related attachments. The annual operating expenses of the Price Funds are disclosed in the Price Funds' prospectuses and shareholder reports. The fee schedule for other Price Trusts is disclosed in the agreements applicable to such other Price Trusts.

6. Representations of Employer

Employer hereby represents that:

- Employer is authorized to enter into and perform its responsibilities under this Agreement and to act, in the manner contemplated by this Agreement, for the Plan and Participants under terms of the Plan.
- The Plan is intended to qualify as a qualified and tax-exempt plan under Sections 401(a) and 501(a) of the Internal Revenue Code ("Code") and that the Plan is and will continue to be operated in compliance with the Code, ERISA and other applicable laws.
- This Agreement (including, without limitation, the fees paid to TRP RPS pursuant to this Agreement and Exhibit C) is reasonable and necessary for the operation of the Plan.
- Certain services required of TRP RPS by this Agreement may be performed by an affiliate, agent or other designated third party of TRP RPS.
- TRP RPS, under the terms of this Agreement, is not rendering tax, legal, or investment advice to Employer, the Plan or to Participants.



T. Rowe Price

7. Responsibilities of Employer

Employer acknowledges that it is responsible for the following:

- Maintaining the Plan documents and operating the Plan pursuant to any requirements of law, including the Code, ERISA, and all other federal, state or local laws applicable to the Plan.
- Providing TRP RPS with the most recent copy of the Plan (including amendments thereto) and other documents or information TRP RPS may need to perform its duties under this Agreement.
- Providing timely, accurate and complete data as necessary for TRP RPS to perform its duties under this Agreement.
- Selecting and monitoring the Plan Investment Options.
- Ensuring that services contemplated under this Agreement or directions it provides pursuant to this Agreement are consistent with Plan terms.
- Determining that the contributions made on behalf of each Participant are in accordance with the terms of the Plan and applicable federal, state and local laws and regulations.
- Resolving all Plan benefit claims and claims appeals.
- Retaining responsibility for locating all missing Participants.
- Providing (or making arrangements for other persons to provide) all other services it deems necessary to operate the Plan that are not expressly required of TRP RPS under this Agreement.

TRP RPS will have no duty to inquire into or verify the performance of the preceding duties by Employer.

8. Authorized Signers

Employer shall provide its direction through authorized signers. The "Authorized Signers" shall be those individuals identified by Employer on the Services Implementation Form as formally authorized to act on behalf of Employer. Employer may amend the list of Authorized Signers at any time by delivering revisions to the list in the manner prescribed by TRP RPS.

Such revisions shall be effective as soon as administratively feasible after receipt by TRP RPS, and shall remain in effect until amended. Each individual identified as an authorized signer may provide written direction as contemplated under the Agreement and evidence of direction from any one of them shall be conclusive proof of an Employer direction.

Nothing herein shall preclude TRP RPS from relying in good faith on directions provided by an individual acting with apparent authority on behalf of Employer.

TRP RPS may conclusively rely upon and shall act upon telephone, electronic or written directions, documents, data and other information, which have been provided to it by Employer or its duly authorized agents or representatives.

9. Termination

This Agreement may be terminated at any time by either party by providing written notice to the other party at least ninety (90) calendar days prior to the desired effective date of such termination, or shorter if agreed upon by the parties in writing.

10. Modification, Amendment or Waiver

Modification, amendment, or waiver of any provision of this Agreement, in writing or as agreed electronically between the parties, will be effective with notice to Employer at least ninety (90) calendar days prior to the effective date of the change. Employer shall be deemed to accept any change to the Agreement unless Employer provides written or electronic notice of nonacceptance to TRP RPS within the ninety (90) calendar day notice period.



T. Rowe Price

11. Circumstances Excusing Performance

Neither TRP RPS nor Employer shall be liable for any loss or expense resulting from a failure to fulfill or for delay in fulfilling its responsibilities under this Agreement where such failure or delay arises from any occurrence commonly known as force majeure, including, but not limited to fire, flood, earthquake, or other natural disaster, acts of God, medical epidemics or outbreaks, war, riots, acts or threats of terrorism, acts of foreign enemies, acts of civil, military or banking authorities, restrictive governmental laws or regulations, national emergencies, legal constraints, embargo, strikes or other acts of workers, inability to procure labor or materials, nuclear or chemical contamination, acts or failure of any telephone or wireless network, failure of transportation, failure of communication or power supply, failure of public infrastructure, or any other events or circumstances beyond the reasonable control of the party affected.

If a party asserts force majeure as an excuse for failure or delay in performance of a party's obligation, such party shall: (1) immediately notify the other party of the event of force majeure upon it being foreseen by, or being known to, such party; and (2) begin to take in good faith whatever reasonable steps are available to ameliorate, cure and mitigate the impact of the force majeure. In the event a period of force majeure lasts longer than thirty (30) calendar days, either party shall have the option of terminating this Agreement immediately upon written notice to the other party.

12. Limitation of Liability

Notwithstanding anything in this Agreement to the contrary, TRP RPS shall only be liable for direct damages solely and directly caused by the negligent acts or willful misconduct of TRP RPS, provided that the Employer has notified TRP RPS in writing of such acts or misconduct within ninety (90) calendar days of production of reports made by TRP RPS to the Employer or to the Participants reflecting such acts or misconduct.

In addition, TRP RPS including its affiliates, officers, directors, employees and agents shall not be liable for any loss, liability, cost, or expense for (i) acting upon telephonic, electronic, or written instructions when such instructions are reasonably believed to be genuine, even if such instructions are in fact not issued by Employer, Employer's Agent or a Participant, and even if such instructions are issued fraudulently by a third party and (ii) failures by any prior or subsequent recordkeeper to perform work accurately or correctly.

Where TRP RPS is retained to provide services starting at a point other than at the beginning of a year, TRP RPS is not responsible to verify the accuracy or correctness of work performed in the prior portion of the year.

13. Indemnification

Employer shall indemnify, hold harmless and defend TRP RPS (including its affiliates, officers, directors, employees and agents) from and against any liability, loss and expenses (including reasonable attorneys' fees and court costs) incurred in connection with: (i) the performance of TRP RPS's duties under this Agreement, except to the extent that any such liability, loss or expense arises from TRP RPS's own negligence or willful misconduct, (ii) any action taken by TRP RPS in accordance with the direction or instructions of Employer or Participant, or any failure to act in the absence of such directions or instructions, (iii) any investment action taken or not taken by TRP RPS, including placing an order to purchase or sell securities directly with a broker, dealer, or issuer, in accordance with any telephonic, electronic, or written instructions (which TRP RPS reasonably believes to be issued by Employer, Employer's Agent or a Participant), even if such instructions were in fact not issued by Employer, Employer's Agent or a Participant, and even if such instructions are issued fraudulently by a third party, (iv) acts or omissions of any prior or subsequent recordkeeper (v) any matter relating to the Plan for which TRP RPS has no responsibility, control or liability under this Agreement, and (vi) Employer's breach of its obligations under this Agreement.

TRP RPS shall indemnify, hold harmless and defend Employer (including its affiliates, officers, directors, employees and agents) from and against any liability, loss and expense (including reasonable attorneys' fees and court costs) incurred in connection with the performance of TRP RPS's duties under this Agreement to the extent that such liability, loss or expense arises from TRP RPS's own negligence or willful misconduct or TRP RPS's breach of its obligations under this Agreement.

T.RowePrice



14. Records Retention

All records sent to TRP RPS by Employer will remain the property of Employer. TRP RPS will maintain Employer's records for a period of seven years or such longer period as required by law. Upon the request of Employer, upon termination of this Agreement, TRP RPS shall return Employer's records to Employer upon its instruction; provided, however, that this provision shall not preclude TRP RPS from retaining copies of Employer's records that it may reasonably require for business purposes or that it is required by law to retain. TRP RPS, upon reasonable notice, will provide Employer the information and records that Employer may reasonably require that are maintained by TRP RPS in order for Employer or its designee to perform audits of such records, to process any Participant claim, to perform any other function necessary for the operation of the Plan, or as is requested by Employer upon termination of this Agreement.

15. Confidential Information

All Plan data, records, and information concerning the Plan and the Participants made available to TRP RPS by Employer or Employer's agent in connection with this Agreement, other than information that is in the public domain, which is rightfully obtained from third parties or which is developed by the respective party outside the scope of this Agreement, shall be considered "Employer Confidential Information." TRP RPS shall keep Employer Confidential Information confidential and shall use all reasonable means to prevent the disclosure of Employer Confidential Information to any unaffiliated third party except to its agents providing services in connection with this Agreement, to providers of the Plan Investment Options who have requested Participant-level data in order to process a purchase or redemption or to comply with trading limitations or redemption fees that the Investment Options impose on shareholders generally, or as permitted by Employer or this Agreement.

TRP RPS also may disclose non-identifiable Employer Confidential Information to unaffiliated third parties in connection with providing general reports or surveys of retirement plan data and information. TRP RPS shall maintain policies and controls to safeguard the confidentiality and physical security of Employer Confidential Information in the possession of TRP RPS and its affiliates. TRP RPS shall ensure that its employees and employees of its affiliates use Employer Confidential Information only in connection with providing services under this Agreement and to facilitate a Participant's use of the family of products and services offered by TRP RPS. The foregoing shall not prohibit the publishing of information about such products and services on the Participant website or in publications that are made available to Participants as customers of TRP RPS and its affiliates generally.

All computer reporting systems, computer programs, software, recordkeeping systems, passwords or other security codes issued to Employer and other business practices and procedures of TRP RPS made available to the Employer by TRP RPS in connection with this Agreement, other than information which is in the public domain, which is rightfully obtained from third parties or which is developed by Employer outside the scope of this Agreement, shall be considered "Confidential Information."

Each party agrees it shall maintain the confidence of the other party's Confidential Information with at least the same degree of care that it uses to protect its own Confidential Information and shall use all reasonable means to prevent the disclosure of Confidential Information to any third party, except as required by applicable law, legal subpoena, summons or other lawful purpose or as permitted by either party. Each party shall notify the other party upon discovery of any unauthorized use or disclosure of the other party's Confidential Information and will help regain such Confidential Information and prevent its further unauthorized use.

16. Information Sharing with Employer's Intermediaries

If Employer has designated or its Plan is associated with an Intermediary (defined below) for its account with T. Rowe Price, Employer authorizes T. Rowe Price to share Plan data, records and information, including Employer Confidential Information and Plan participant information (collectively, "Plan Information") with Intermediary (or Intermediary's Authorized Designee as defined below) as reasonably requested by Intermediary, provided that T. Rowe Price shall not be obligated to share information which is classified as or contains T. Rowe Price's Confidential Information.



T. Rowe Price

Employer agrees that T. Rowe Price's sharing of Plan Information with Intermediary or Intermediary's Authorized Designee shall not constitute a sale of Plan Information to any third party. Employer further agrees that T. Rowe Price is not responsible for monitoring and overseeing Intermediary's or Authorized Designee's use of any Plan Information so provided. Employer agrees to provide prompt notice of any changes to its Intermediary, including replacement or termination of Intermediary with respect to the Plan. When T. Rowe Price receives notice of a change in the Intermediary, T. Rowe Price will update its records as soon as administratively practicable to reflect such change. For purposes of the Agreement, "Intermediary" means a broker, registered investment adviser, third party administrator, consultant, or any other service provider associated with Employer's Plan account with T. Rowe Price; and "Authorized Designee" means any party or data delivery service designated or requested by Intermediary to receive Plan Information, including, without limitation, financial information technology firms, data aggregators and data utilities.

17. Use of Aggregated, Anonymized Data

Notwithstanding any provision in the Agreement to the contrary, Employer agrees that T. Rowe Price (including agents of T. Rowe Price) may compile, distribute, utilize and authorize the use of anonymized or statistical data, which may derive from or otherwise include Plan Information, in whole or in part, that is received or generated by T. Rowe Price during the term of the Agreement, provided that the data is compiled or altered in such a way that the data is of a general, non-identifiable nature and in no cases identifies Employer or a Plan participant. For purposes of the foregoing, use may include, without limitation, statistical, benchmarking, research or other aggregated reporting purposes by T. Rowe Price or its agents.

18. Successors

This Agreement will be binding upon the successors and assigns of the parties hereto.

19. Severability

If any provision of this Agreement is found, held, or deemed to be void, unlawful, or unenforceable under any applicable statute or other controlling law, the remainder of this Agreement will continue in full force and effect.

20. Surviving Sections

Sections 13, 14, 15 and 16 of this Agreement shall survive termination of this Agreement.

21. Entire Agreement/Incorporation of Exhibits

The following documents and exhibits, as may be amended from time to time, and referenced herein, are made part of this Agreement:

- Services Implementation Form
- Proposal Summary of Fees
- Exhibit A – Investments
- Exhibit B – Services
- Exhibit C – Fee Schedule
- Exhibit D – Float and Incidental Compensation

Together with the preceding list of documents, this Agreement contains the entire agreement between TRP RPS and Employer and supersedes all prior agreements, whether written or oral, related to the subject matter of this Agreement.



T. Rowe Price

22. Rights of Third Parties

Neither this Agreement nor the performance of services hereunder creates any rights in any third party (including Participants or affiliates of Employer) against TRP RPS.

23. Governing Law

This Agreement will be construed, enforced, and governed by the laws of the State of Maryland.

24. Conflict

In the event of a conflict between the provisions of the Plan document and this Agreement, the provisions of this Agreement shall prevail.

25. Waiver of Breach

The waiver by any party of any provision of this Agreement or a breach of any provision of this Agreement will not operate or be construed as a waiver of any other provision or any subsequent breach.

26. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall constitute one and the same instrument.

27. Notice

Notices to Employer shall be addressed to the Authorized Contact for Notice provided in the Services Implementation Form.

Notice to TRP RPS shall be addressed to RPS Client Relations and to:

**T. Rowe Price Retirement Plan Services, Inc.
OM-6310
4515 Painters Mill Road
Owings Mills, Maryland 21117-4903
Attn: Client Relations**

With a copy to

**T. Rowe Price Retirement Plan Services, Inc.
Post Office Box 8374
Boston, Massachusetts 02266-8374
Attention: Retirement Plan Account Manager
Team**

T.RowePrice



Signatures

IN WITNESS WHEREOF, each of the parties has caused this instrument to be executed by its duly authorized officers. Additionally, by signing below Employer agrees that they have been provided with information required by regulations under Section 408(b)(2) of the Employee Retirement Income Security Act of 1974 (ERISA).

EMPLOYER

T. ROWE PRICE RETIREMENT PLAN SERVICES, INC.

By: _____
Name: Cristian Gonzalez
Title: _____
Date: _____

By: Mike Shamburger
Name: Mike Shamburger
Title: Vice President
Date: May 24, 2024



Full Service Conversion New Business Paperwork

- 1. Complete all sections of this form, as applicable. Be sure you have included all attachments and obtained all required signatures.
- 2. Email the completed form to your Sales Specialist. For any questions, contact your Sales Specialist or call 1-800-831-1370.

INTERNAL USE ONLY

T. Rowe Price Deal Team

Sales Team

Name

Relationship Manager (A five million minimum required for a dedicated Relationship Manager.)

Name(s)

Aggregated Solution

Target Start Date (12 weeks from the completion of the New Business Paperwork)

RPAM Assignment



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

1 Employer (Plan Sponsor)

Plan Type: 401(k)/(a) Other _____

City of Mendota 401k Profit Sharing Plan

Plan Name (as it appears in the Plan Document) _____ Plan (Trust) Tax ID (EIN) _____

City of Mendota _____ **94-6000369** _____

Legal Name of Company/Employer (to be printed in the enrollment brochure) _____ Employer Tax ID (EIN) _____

643 Quince Street _____ **Mendota** _____ **CA** _____ **93640** _____

Employer Legal Address _____ City _____ State _____ Zip Code _____

001 _____ **Municipality** _____

IRS Plan Sequence No. (ie. 001) _____ Entity Type _____

A. Contact Information and Plan Trustee

Plan Sponsor Web access will be provided for each contact name listed for the plan. T. Rowe Price will respond to general procedural and processing questions from the Plan contacts identified below. Plan and participants-specific financial information is available only via the Plan sponsor website. Please enter the contact information below and identify the respective role.

Cristian Gonzalez _____ **559-266-6456** _____ **cristian@cityofmendota.com** _____

Plan Sponsor _____ Phone Number _____ Email Address _____

Plan Sponsor (full access, including transactional capabilities) Payroll (payroll screens only) Audit (audit screens and reporting only)

Jennifer Lekumberry _____ **559-266-6456** _____ **jennifer@cityofmendota.com** _____

Additional Plan Contact _____ Phone Number _____ Email Address _____

Plan Sponsor (full access, including transactional capabilities) Payroll (payroll screens only) Audit (audit screens and reporting only)

Nora Valdez _____ **559-266-6456** _____ **nora@cityofmendota.com** _____

Additional Plan Contact _____ Phone Number _____ Email Address _____

Plan Sponsor (full access, including transactional capabilities) Payroll (payroll screens only) Audit (audit screens and reporting only)

Additional Plan Contact _____ Phone Number _____ Email Address _____

Plan Sponsor (full access, including transactional capabilities) Payroll (payroll screens only) Audit (audit screens and reporting only)



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

B. Trustee Services *(Please select one):*

- Reliance Trust Company*
 Self Trusteed^{ed}^~
 Other

*Reliance Trust Company assesses an additional fee for service. Refer to your Executive Summary for details.

^Neither T. Rowe Price or Reliance Trust Company will serve as Trustee or Custodian.

~A certified trust statement will not be provided unless you select Reliance as trustee. If the plan is audit sized, a certified trust statement allows for a limited scope audit or an ERISA Section 103(a)(3)(C) Audit for the audit of financial statement periods ending on or after December 15, 2020.

Trustee Information (Not Applicable if Reliance Trust is Selected). If there are more than two Trustees, please attach list.

Cristian Gonzalez

Name of Trustee

State of Incorporation (if applicable)

Contact Name (If Different from Trustee Name)

559-266-6456

cristian@cityofmendota.com

Phone Number

Email Address

Name of Trustee

State of Incorporation (if applicable)

Contact Name (If Different from Trustee Name)

Phone Number

Email Address

C. Payroll Transmission Information

Current Payroll Provider (if other than Employer)

Address (if other than Employer)

City

State

Zip Code

Nora Valdez

559-266-6456

nora@cityofmendota.com

Payroll Contact Name

Phone Number

Fax

Email Address

Payroll Frequency: Weekly Bi-weekly Semi-monthly Monthly Other

Please provide your next upcoming payroll date:

Please attach a copy of a voided check or bank letter for funding of Plan contributions through Automated Clearing House (ACH).

2

Financial Professional

The Financial Professional(s) listed below are granted access to Plan Sponsor Web and/or myPLANnetwork and are authorized to act in accordance with their fiduciary authority as provided under Sections 3(21) and/or 3(38) of the Employee Retirement Income Security Act of 1974, as amended, as applicable. Such Financial Professional(s) will have access to Plan and Participant information through Plan Sponsor Web and/or myPLANnetwork and related telephonic support of these application made available through T. Rowe Price.



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

Financial Professional Information BRS Financial Group

Firm Name

7447 North 1st St, Ste 100

Fresno

CA

93720

Address

City

State

Zip Code

Craig Brueckner

(559) 432-0440

Craig.brueckner@brsfg.com

Financial Professional Name

Phone Number

Email Address

Existing Plan Sponsor Web Login ID

Additional contacts attached

Financial Professional will be acting as a:

3(21) Fiduciary Service

3(38) Fiduciary Service

If applicable, through which program: _____

Financial Advisor Contact Information and Bank ACH attached

Fee Based Financial Professional Payments (Select one)

Annual Administrative fees to be deducted from participant accounts on a quarterly basis in March, June, September and December.

Not applicable given fee arrangement

Administrative fees to be deducted from participant accounts.

Please indicate which fees are to be charged to participants:

| Fee Type | \$ Amount | % of Assets | Pro Rata | Per Capita |
|--------------------|-----------|-------------|-------------------------------------|--------------------------|
| Annual Flat Dollar | | N/A | <input type="checkbox"/> | <input type="checkbox"/> |
| Annual Asset Based | N/A | 0.55% | <input checked="" type="checkbox"/> | _____ |
| Per Participant | | N/A | _____ | <input type="checkbox"/> |

Please note that the Plan is responsible for any fees that the fee deduction does not cover.

Commission Based Financial Professional Payments (Select one)

Compensation amount will be based on the selected fund lineup. Please indicate the compensation amount that has been selected in the fund lineup:

0.25% (25 Basis Points)

0.50% (50 Basis Points)

3

Plan Design

A. Plan Design Call (Please select one)

Please map my current plan document provisions and schedule a call with a Plan Design Specialist to review my plan document (15–30 minutes). Please provide list of attendees:

Please schedule a call with a Plan Design Specialist to fully review my current plan document (60-90 minutes).

Please provide a signed version of the most current Adoption Agreement and Plan Document with signatures to your Sales Specialist.



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

B. Default Investment Option

The default investment will be used if a participant fails to select an investment for contributions.

i. Select a default investment:

- T. Rowe Price Retirement Date Series (2005–2065)
- T. Rowe Price Target Date Series (2005–2065)
- T. Rowed Price Retirement Blend Series (2005–2065)
- Investment Name/Series:

If the default investment option is a target date series, specify the full series (i.e. T. Rowe Price Retirement Fund 2005-2065).*

ii. Is the default investment option a Qualified Default Investment Alternative (QDIA)?

- Yes No

T. Rowe Price must provide advanced approval and have a completed agreement with the suggested fund family prior to the fund being added to the plan.

4 Conversion Strategy

A. Conversion Information

34

Number of Eligible Employees

31

Number of Participants

1,150,000

Current Plan Assets

John Hancock

Prior Provider/Recordkeeper

125819

Previous Plan/Contract ID

Are there any plan assets that will not or cannot be liquidated? (i.e. Stable Value, Annuities, Real Estate Holdings...) Yes No

If yes, please explain:

Does the current plan offer self-directed brokerage accounts? Yes No

Would the plan like to offer self-directed brokerage accounts? Yes No
If yes, a separate Schwab Agreement will be completed with your Implementation Specialist.

Would the plan be utilizing Morningstar Retirement Manager? Yes No
If yes, please attach the agreement to your paperwork.

Would the plan be utilizing Morningstar Advisor Managed Accounts? Yes No
If yes, please attach the agreement to your paperwork.

Would the plan be utilizing diversified model portfolios moving forward? Yes No
If yes, a separate form will be provided by your Sales Specialist.

Would the plan be utilizing Health Savings Account? Yes No
If yes, please attach the agreement to your paperwork

Would the plan be utilizing Waysaver? Yes No
If yes, please attach the agreement to your paperwork

Would the plan be part of a MEP/PEP arrangement? Yes No
If yes, please attach the Joinder agreement to your paperwork.
If this is a PEP, the Trustee section of this paperwork must be completed also.



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

B. Conversion Method

Please select one:

- Re-Enrollment Fund Conversion:** During the record reconciliation period (i.e., reconciliation of participant records from the plan's prior recordkeeper with the plan assets received by T. Rowe Price) plan assets will be held in a conversion holding account and invested in a fund that is designated by the Employer below. When the reconciliation is complete, unless directed otherwise by the participant during an election period prior to the release of the plan's conversion assets, participants' investment allocations will be defaulted to the Plan's default fund that is designated by the Plan Sponsor. Any market fluctuation in the conversion holding account will be allocated on a pro-rata basis to all participant accounts with a balance. Participants may reallocate their assets at any time after the conversion is completed.

The fund for conversion holding account*: T. Rowe Price Government Money Fund TTGXX
Fund Name Ticker

- Like Fund Mapping:** Existing balances are liquidated and mapped to similar investment options as instructed in the attachment. All plan assets transferred to T. Rowe Price will be invested in funds designated by the plan sponsor and/or financial professional to the plan, as instructed on the mapping instructions form contained within the conversion implementation paperwork. When the conversion is complete, the plan assets will remain in the investment options shown on the mapping instructions attached. Participants may reallocate their assets after the conversion is complete. The market fluctuation from the conversion holding accounts will be allocated to all participants with a balance on a pro-rata basis for each investment vehicle based on the value of each participants individual balance as of the date of liquidation from the prior recordkeeper.

(Please select one):

- Conversion Assets Only (Each participant's future contribution investment instructions are set to the plan's default investment unless otherwise directed by the participant.)
- Conversion Assets and Future Allocations (If selected, future participant payroll contribution allocations will be directed based on the allocation of their existing assets.)

Attach separate instructions detailing the existing plan investment vehicles and the investment option to which each vehicle should be mapped. The mapping applies to participant assets transferred from the prior recordkeeper.

***A Target Date Fund series or Stable Value Fund are not permissible for a conversion holding account. An election of these funds will result in paperwork not in good order and could delay the start of the implementations process.**

5 Forfeiture Account Investment Election

The following investment should be established for the investment of the Plan's forfeiture account assets:

T. Rowe Price Government Money Fund TTGXX
Fund Name Ticker

***A Target Date Fund series or Stable Value Fund are not permissible for a forfeiture account. An election of these funds will result in paperwork not in good order and could delay the start of the implementations process.**



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

6 Quarterly Recordkeeping Fee Payment Options

Select one Fee Payment Option:

Fixed Fee Structure

Please complete all that are applicable:

| Fee Type | \$ Amount | % of Assets | Invoice** | Extract from Participant Accounts Pro Rata* | Extract from Participant Accounts Per Capita* |
|--------------------|-----------|-------------|-------------------------------------|---|---|
| Annual Flat Dollar | \$1,800 | N/A | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Per Participant | \$50 | N/A | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Participant Fee Leveling

T. Rowe Price will automatically extract fees from participant accounts.

Revenue Required when there is a shortfall. T. Rowe Price to determine amounts and initiate the fee extraction following quarter end.

Invoice Plan Sponsor**

Extract from Participant Accounts*

*The deduction will occur approximately 2-3 business days prior to quarter end.

**If invoice is not paid within 90 days, T. Rowe Price will sweep from your participant account and it cannot be returned to participant accounts.

Please note that the Plan Sponsor is responsible for any fees that the fee deduction does not cover.

The Plan Sponsor is solely responsible for informing participants of charges made to their accounts.

7 Enrollment Kits, Education Meetings and Participant Notices

A. Enrollment Kits

Included Services: Enrollment kits will be generated and posted on the Plan Sponsor and Participant websites and will be distributed to all eligible employees with a valid email address on record.

Fee-based Services:

Enrollment kit, in which electronic delivery cannot be fulfilled, will be mailed to participant at a per kit fee.

Printed copies of enrollment kit can be provided at an additional fee.

Shipping Instructions:

Name of Recipient

Phone Number

Email Address

Location Name

Address Line

Address Line 2 (suite, floor, etc., if applicable)

City

State

Zip Code

If additional locations, please attach mailing instructions to this paperwork.

Number of printed enrollment kits requested*:



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

IMPORTANT INFORMATION

1. Please refer to the Enrollment section of the Administrative Service Manual for details on plan requirements and plan sponsor responsibilities (including employee eligibility) for this service.
2. Employer Only Contribution plans do not qualify for a plan specific enrollment kit.
3. Enrollment kits will be available 14 business days after receipt of the executed adoption agreement. Please note that delays in the fund selection process may delay availability of the enrollment kit.
4. **Print distribution services estimated at \$4.50 per kit excluding postage. Estimated cost subject to change; postage is based on prevailing postage rate.**
5. Orders of printed enrollment kits will only be fulfilled prior to plan effective date.
6. If information required to complete a Plan Specific Kit is not provided, a generic Enrollment Kit will be made available in PDF format. The generic Enrollment Kit will **not** be delivered electronically.
7. Plans who have mandatory participant contributions are not eligible for the plan specific kit.

*Minimum print request is 20 enrollment kits

B. Education Meeting Information

Education Meetings to be provided by:

- Financial Professional Team
- Webinar to be hosted by a T. Rowe Price Representative *(A minimum of 20 eligible participants are required for a webinar.)*
- In-person T. Rowe Price Representative* *(A minimum of 20 eligible participants are required for an in-person meeting.)*
- In-person T. Rowe Price Representative with a Financial Professional present* *(A minimum of 20 eligible participants are required for an in-person meeting.)*

*One conversion meeting. Additional meetings can be purchased, as needed.

Please allow 3 weeks lead time from receipt of the executed adoption agreement.

Preferred Week of Enrollment Meeting:

| | | |
|-------------------------------|---------------------|------------------------------|
| <u>Amy Verzosa</u> | <u>559-432-0440</u> | <u>amy.verzosa@brsfg.com</u> |
| Contact for Education Meeting | Phone Number | Email Address |
| <hr/> | <hr/> | <hr/> |
| Contact for Education Meeting | Phone Number | Email Address |

*** You will be emailed detailed instructions on planning your educational event following the welcome call conversation.**



Onboarding Package

New Business Paperwork—Full Service Conversion

Plan ID:

To Be Added by T. Rowe Price

8 Employer Acknowledgment

By signing, as a duly authorized representative of the Employer and a duly authorized fiduciary of the Plan, below, I represent, direct, and acknowledge the following:

1. the statements and directions contained herein are consistent with the terms of the Plan documents, ERISA, if applicable, and other applicable law,
2. the elections made on this form are accurate and will be updated to the extent they become invalid, inaccurate, or out of date
3. this form is made part of the Administrative Services Agreement under which these services are provided
4. access granted to employees of the employer and financial professionals identified herein will remain in effect until T. Rowe Price receives and processes an in good order Service Change Request Form
5. this Form replaces and/or modifies the services previously selected on the Retirement Plan Application, and
6. T. Rowe Price will conclusively rely upon and will have no duty to question the instructions of the Financial Professional designated under Section 2 of the Conversion Implementation Form (Form) to the extent of the authorization granted.

For addition of brokerage option, Employer acknowledges services are provided pursuant to the applicable brokerage service provider agreement.

City of Mendota

Employer Name (print)

Type or Print Name

Title

Signature

Date Signed



Financial Professional Information

1. Complete all sections of this form, as applicable. Be sure you have included all attachments and obtained all required signatures.
 2. Email the completed form to your Sales Specialist.
- For any questions, contact your Sales Specialist or call 1-800-831-1370.

1 In what capacity do you provide advice? (Please select one):

- Investment Advisory Rep at RIA Firm (Fee-based Financial Professional), please complete sections A, B and C.
 Registered Rep at BD Firm (Commission-based Financial Professional), please complete sections C and D.

If dually registered, please also check here and proceed to complete only the sections relevant to your selection above

A. Registered Investment Advisor Information (Fee-based Financial Professionals Only)

Commonwealth Financial Network

8032

RIA Name

RIA Firm CRD#

29 Sawyer Road

RIA Home Office Address

Waltham

MA

02453

(781) 736-0700

City

State

Zip Code

RIA Home Office Phone

RIA Home Office Fax

B. Financial Professional Compensation (ACH Payments) Information (if applicable)

Craig Brueckner HGW

craig.brueckner@brsfg.com

Financial Professional/Consultant Name or indicate if used as your back office

Financial Professional/Consultant Email

Commonwealth Financial Network

team_advisoryfees@commonwealth.com

Payee Name

Payee Email (Please list the person to be notified that payment is made.)

[Redacted]

800-251-0080 x5701 opt 2

Payee EIN

Phone Number

Citizens Bank

Bank Name

1 Citizens Drive

Riverside

RI

02915

Bank Address

City

State

Zip Code

Commonwealth Financial Network

[Redacted]

[Redacted]

Bank Account Name

Bank Account Number

Bank ABA Number

City of Mendota RPCA

Further Credit Information (if applicable)

Account Type: Checking Savings



Financial Professional Information

2

Financial Professional

(Continued)

C. Primary Financial Professional Information

Craig Brueckner

3077115

Name

Financial Professional CRD#

BRS Financial Group

Name of Local Practice

Firm Assigned Rep ID (if applicable)

7447 North 1st St, Ste 100

Fresno

CA

93720

Street Address

City

State

Zip Code

(559) 432-0440

(559) 432-0770

Craig.brueckner@brsfg.com

Office Phone

Office Fax

Advisor Email Address

D. Broker Dealer Information (Commission-based advisors only)

Broker Dealer Name

BD CRD#

Broker Dealer Home Office Address

City

State

Zip Code

Broker Dealer Home Office Phone

Broker Dealer Home Office Fax

Rep DTCC/NSCC#

Broker Firm DTCC/NSCC#

Branch DTCC/NSCC ID#

OSJ Branch Name (if different than above)

OSJ Branch ID#

OSJ Branch Address

City

State

Zip Code

3

As an authorized representative of the Employer, I confirm the accuracy of the information on this form and hereby direct T. Rowe Price to make payment to the banking information above.

Craig Brueckner

Financial Professional (print)

Craig Brueckner

Senior Partner

Type or Print Name

Title

DocuSigned by:
Craig Brueckner
9986ED30C601497
Signature

5/30/2024

Date Signed

Certificate Of Completion

| | |
|---|------------------------------|
| Envelope Id: 7841871B70854E92AD94B7C137C91D36 | Status: Sent |
| Subject: T. Rowe Price DocuSign for The City of Mendota 401k Profit Sharing Plan # 696264 | |
| Source Envelope: | |
| Document Pages: 34 | Signatures: 1 |
| Certificate Pages: 4 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelope Stamping: Enabled | Matthew Owens |
| Time Zone: (UTC-05:00) Eastern Time (US & Canada) | 100 E Pratt St |
| | Baltimore, MD 21202-1009 |
| | Matthew.Owens@troweprice.com |
| | IP Address: [REDACTED] |

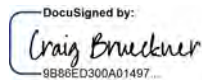
Record Tracking

| | | |
|----------------------|------------------------------|--------------------|
| Status: Original | Holder: Matthew Owens | Location: DocuSign |
| 5/24/2024 1:13:49 PM | Matthew.Owens@troweprice.com | |

Signer Events

Craig Brueckner
 craig.brueckner@brsfg.com
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: [REDACTED]

Timestamp

Sent: 5/28/2024 3:30:34 PM
 Viewed: 5/28/2024 4:18:34 PM
 Signed: 5/30/2024 11:12:05 AM

Electronic Record and Signature Disclosure:
 Accepted: 5/30/2024 11:09:22 AM
 ID: 62c8bc33-e678-4441-9935-1aa070df2378

Cristian Gonzalez
 cristian@cityofmendota.com
 Security Level: Email, Account Authentication (None)

Sent: 5/30/2024 11:12:12 AM
 Resent: 6/6/2024 1:08:34 PM
 Viewed: 6/6/2024 2:27:43 PM

Electronic Record and Signature Disclosure:
 Accepted: 6/6/2024 2:27:43 PM
 ID: 171ac690-3747-4918-8473-c820ad2ed120

Matthew Owens
 matthew.owens@troweprice.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

PARS Assignment
 conditional93601109@placeholder.dsxt.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

RPAM Assignment
 conditional90666502@placeholder.dsxt.com
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

| | | |
|------------------------------|---------------|------------------|
| Agent Delivery Events | Status | Timestamp |
|------------------------------|---------------|------------------|

| | | |
|-------------------------------------|---------------|------------------|
| Intermediary Delivery Events | Status | Timestamp |
|-------------------------------------|---------------|------------------|

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|----------------------------------|---------------|------------------|
| Certified Delivery Events | Status | Timestamp |
|----------------------------------|---------------|------------------|

| | | |
|---------------------------|---------------|------------------|
| Carbon Copy Events | Status | Timestamp |
|---------------------------|---------------|------------------|

Mark Pilon

mark.pilon@troweprice.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 10/13/2023 3:22:04 PM

ID: e4aef0dc-d33e-4e9f-95db-7b7f5fa1642c

Meeting Team

conditional59475603@placeholder.dsxt.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Melinda Bailey

MBailey@sscinc.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Pete Wildes

PWildes@sscinc.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Product Enablement

conditional16202620@placeholder.dsxt.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

SSC Full Service Inbox

DCTRPLND@sscinc.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

TRAC RPS Finance

TRAC_RPS_Finance@troweprice.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 5/29/2024 12:35:52 PM

ID: 17c030bb-4e8c-4383-b184-201742cb11a5

| | | |
|-----------------------|------------------|------------------|
| Witness Events | Signature | Timestamp |
|-----------------------|------------------|------------------|

| | | |
|----------------------|------------------|------------------|
| Notary Events | Signature | Timestamp |
|----------------------|------------------|------------------|

| Envelope Summary Events | Status | Timestamps |
|--------------------------------|------------------|-----------------------|
| Envelope Sent | Hashed/Encrypted | 5/28/2024 3:30:34 PM |
| Envelope Updated | Security Checked | 5/28/2024 4:17:16 PM |
| Envelope Updated | Security Checked | 5/30/2024 11:12:06 AM |

| Payment Events | Status | Timestamps |
|-----------------------|---------------|-------------------|
|-----------------------|---------------|-------------------|

Electronic Record and Signature Disclosure

Sign & Return Electronically

The attached document(s) can be signed and returned electronically once you have confirmed their accuracy and completeness. Please follow the prompts to complete the document. Additionally, if changes to the document(s) are necessary, please do not submit the document, but contact your T. Rowe Price representative to discuss the changes.

By clicking “I agree to use electronic records and signatures,” I indicate my agreement with the following:

- I consent to receive these document(s) and related disclosure(s) electronically and in PDF format.
- I certify that I am able to access all document(s) and related disclosure(s) without additional hardware or software.
- I have reviewed all personal information and elections made in the attached document(s) and confirm that they are accurate.
- I agree to the certifications, acknowledgements, terms, conditions, and other agreements set forth in the attached document(s) and herein and agree to sign and return the document(s) electronically.
- I acknowledge that if my document includes a transaction request, it must be received by T. Rowe Price in correct form by the close of the New York Stock Exchange (NYSE) (usually 4:00 pm) on a day when the NYSE is open for business in order for my transaction to receive that day’s closing price. Depending on the type of funding, if any, associated with my transaction, the funding may also be required to be received by T. Rowe Price in correct form by the close of the NYSE, as described in the prior sentence, in order to receive that day’s closing price.

If you are unable to view the document(s) or related disclosure(s), do not sign the document(s) electronically. Please refer to the email instructions you received for T. Rowe Price contact information to request free paper copies (return the applicable signed paper documents to T. Rowe Price through U.S. Mail).

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ACM
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: RATIFYING THE CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS SUBRECIPIENT AGREEMENT WITH THE COUNTY OF FRESNO AND APPROVING AN OBLIGATION TIMELINE AMENDMENT THERETO
DATE: JULY 23, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-40, ratifying the Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement with the County of Fresno and approving an Obligation Timeline Amendment thereto?

BACKGROUND

On March 11, 2021, President Biden signed into law the American Rescue Plan of 2021, establishing the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”). The County of Fresno (“County”) received SLFRF funds intended for distribution to eligible entities to administer programs on behalf of the County.

ANALYSIS

The City of Mendota (“City”) was designated as a subrecipient of the County’s SLFRF allocation specifically for the Westside Water Tank and Pump Station Project, securing a total award of \$2,465,000.00. On November 29, 2022, the County and the City entered into an agreement, which is County agreement number A-22-539. On May 21, 2024, the Fresno County Board of Supervisors approved the obligation timeline amendment to various subrecipient agreements under the County’s American Rescue Plan Act– State Local Fiscal Recovery Fund program to ensure that the City, and other subrecipients, comply with the United States Department of the Treasury’s obligation deadlines. The City Council is required to ratify its agreement with County and approve the amendment in order to effectuate the provisions for the Westside Water Tank and Pump Station Project.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-40, ratifying the Coronavirus State Local Fiscal Recovery Funds Subrecipient agreement with the County of Fresno and approving an Obligation Timeline Amendment thereto

Attachments:

1. Resolution No. 24-40
2. Exhibit "A" - Coronavirus State Local Fiscal Recovery Funds Subrecipient Agreement A-22-539
3. Exhibit "B" - Coronavirus State Local Fiscal Recovery Funds Amendment to Subrecipient Agreement A-22-539

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

RESOLUTION NO. 24-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA RATIFYING THE CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS SUBRECIPIENT AGREEMENT WITH THE COUNTY OF FRESNO AND APPROVING AN OBLIGATION TIMELINE AMENDMENT THERETO

WHEREAS, on March 11, 2021, the American Rescue Plan of 2021 (“ARPA”) was signed into law by President Biden, which established the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”); and

WHEREAS, the County of Fresno (“County”) was a recipient of SLFRF that could be awarded to entities that the County determined eligible to conduct a program on behalf of the County of Fresno; and

WHEREAS, the City of Mendota (“City”) was selected as a subrecipient of the County’s SLFRF’s funds for the City’s Westside Water Tank and Pump Station Project (“Project”) for a total award of \$2,465,000.00; and

WHEREAS, the City has attached the Subrecipient Agreement A-22-539 (“Agreement”) with the County, as attached hereto as Exhibit “A,” for ratification; and

WHEREAS, the County’s Board of Supervisors also approved an Obligation Timeline Amendment (“Amendment”) to various subrecipient agreements, including an Amendment to the City’s Agreement; and

WHEREAS, the Amendment, as attached hereto as Exhibit “B,” will revise existing language included under Section 1 General Obligations of the Subrecipients, subsection H Timeline of Subrecipient Agreement No. A-22-539 to remove a County-imposed obligation deadline that the United States Department of the Treasury (“Treasury”) has recently clarified does not apply to subrecipients to ensure that the City is provided with the maximum amount of time allowed by Treasury to fully expend the ARPA-SLFRF grant awarded to City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby ratifies the Coronavirus State Local Fiscal Recovery Funds Subrecipient agreement with the County of Fresno and approves an Obligation Timeline Amendment thereto and authorizes the City Manager, or his designee, to execute all documents necessary for the completion of the Project.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

**CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS
SUBRECIPIENT AGREEMENT WITH CITY OF MENDOTA, A NON-ENTITLEMENT UNIT OF LOCAL
GOVERNMENT**

THIS AGREEMENT (“Agreement”) is made and entered into this 29th day of November, 2022 (“Effective Date”), by and between the COUNTY OF FRESNO, a political subdivision of the state of California (“COUNTY”), and the CITY OF MENDOTA, a California municipal corporation and general law city with an office at 643 Quince Street, Mendota, CA 93640 (“SUBRECIPIENT”).

WITNESSETH:

WHEREAS, on March 11, 2021, the President signed into law the American Rescue Plan Act of 2021 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) Program; and

WHEREAS, the ARPA authorizes the COUNTY to expend SLFRF awarded to the COUNTY for the following eligible purposes, outlined in the Interim Final Rule and Final Rule as follows (each an “Eligible Use,” collectively “Eligible Uses”):

- (1) To respond to the COVID-19 public health emergency or its negative economic impacts;
- (2) To respond to workers performing essential work during the COVID-19 public health emergency;
- (3) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health;
- (4) To make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, the ARPA defines “Non-entitlement units of local government” (NEUs) to mean a “city” as that term is defined in Section 102(a)(5) of the Housing and Community Development Act of 1974, (42 U.S.C. 5302 (a)(5), that is not a metropolitan city; and

WHEREAS, the SUBRECIPIENT, an NEU, and also a recipient of SLFRF, received a direct allocation from the United States Department of the Treasury (Treasury) in the amount \$2,753,676, subject to the SLFRF award terms and conditions required by the Treasury; and

WHEREAS, under Section 602(c)(3) and 603(c)(3) of the ARPA, the COUNTY, a recipient of SLFRF, may transfer SLFRF to other constituent units of government, including other SLFRF recipients, for

1 that unit of government to carry out an eligible use of funds by the transferor, provided that the County
2 receives a benefit proportionate to the amount transferred; and

3 **WHEREAS**, the SUBRECIPIENT provides potable water supply through a public distribution
4 system consisting of three active groundwater wells, two standby wells, two storage tanks, five booster
5 pumps that serve approximately 2,300 service connections consisting of non-residential and residential rate
6 payers in an area with an estimated population of 12,595 residents; and

7 **WHEREAS**, the SUBRECIPIENT is identified in a Qualified Census Tract (QTCs: 06019008302;
8 8301) as designated by the Department of Housing and Urban Development, and is considered a
9 disadvantaged community with a reported median household income of \$36,376; and

10 **WHEREAS**, the SUBRECIPIENT is located within the boundaries of the COUNTY, and the
11 SUBRECIPIENT provides potable water supply to the Mendota-Federal Correctional Facility, a Federal
12 institution immediately outside the SUBRECIPIENT's corporate limits, within COUNTY unincorporated
13 area, that houses a population of 1,527 inmates; and

14 **WHEREAS**, the SUBRECIPIENT provides irrigation water supply to land immediately east of the
15 Mendota Pool, which provides water for the Mendota Pool, an area where the San Joaquin River and Kings
16 River meet that has historically served individuals in the COUNTY with outdoor recreational space; and

17 **WHEREAS**, the COUNTY has a vested interest in ensuring that all individuals in the COUNTY have
18 access to safe, clean, affordable, and access to a reliable potable water supply within the COUNTY's
19 boundaries; and

20 **WHEREAS**, during the course of the COVID-19 pandemic, California's severe drought has
21 impacted San Joaquin Valley's rural communities the most, in particular, rural public water systems that
22 solely rely on groundwater pumping to serve its residents and rate payers; and

23 **WHEREAS**, the Final Rule has designated necessary investment in water infrastructure to be one
24 that meets the eligibility requirements of the Drinking Water State Revolving Fund (DWSRF) as
25 implemented by the Environmental Protection Agency (EPA), including the DWSRF eligible project
26 category of storage; and

27 **WHEREAS**, the SUBRECIPIENT represents that its public water system is within a single
28 pressure zone, and during daily peak hour demand, the public water system's southwest portion

1 experiences water pressure deficiencies that affect the system’s ability to meet the fire flow requirement
2 standards for fire protection; and

3 **WHEREAS**, the SUBRECIPIENT represents that the proposed infrastructure improvement meets
4 the eligibility requirements of the DWSRF under the water storage facilities for disadvantaged
5 communities, as it would construct a new 200,000 gallon water storage tank and a booster station
6 designed to increase water storage capacity and correct the water system pressure deficiency in the
7 southwest portion of the water distribution system to meet the fire flow requirements for fire protection;
8 and

9 **WHEREAS**, the Treasury interprets “necessary” investment in infrastructure in the Final Rule to
10 mean: 1) responsive to an identified need to achieve or maintain an adequate minimum level of service,
11 which for some eligible project categories may include a reasonable projection of increased need,
12 whether due to population growth or otherwise and, 2) a cost-effective means for meeting that need,
13 taking into account available alternatives; and

14 **WHEREAS**, the SUBRECIPIENT represents that it is responsible to operate public water system
15 number CA-1010021, which is regulated and permitted by Order Number 03-23-15PA-004 issued by the
16 State Water Resources Control Board, Division of Drinking Water; and,

17 **WHEREAS**, the transfer of SLFRF to SUBRECIPIENT under this Agreement is intended to support
18 a strong and equitable recovery from the COVID-19 pandemic and economic downturn by making
19 necessary investments in water infrastructure that support impacted communities, will correct a fire flow
20 pressure deficiency in the public water distribution system, and also improves the community’s resiliency to
21 the effects of climate change, including drought; and

22 **WHEREAS**, based on the SUBRECIPIENT’s representations, COUNTY will transfer SLFRF to
23 SUBRECIPIENT so that the SUBRECIPIENT may fund the planning, engineering design, environmental
24 review, administration, construction cost, and project management for the construction of a new 200,000
25 water storage tank and pump station on the SUBRECIPIENT-owned parkland along Smoot Avenue that
26 will be equipped with three booster pumps designed to correct a water system pressure deficiency in the
27 southwest portion of the water distribution system during peak hour demand, which will assist the
28 SUBRECIPIENT to meet the fire flow requirement standard for firefighting, and provide water storage for

1 drought resiliency for SUBRECIPIENT (“Program”); and

2 **WHEREAS**, COUNTY has determined that the Program to be provided by SUBRECIPIENT is an
3 eligible use of SLFRF under the ARPA, in reliance on information provided by SUBRECIPIENT; and

4 **WHEREAS**, the COUNTY and SUBRECIPIENT desire to enter into this Agreement so that the
5 COUNTY may transfer SLFRF to the SUBRECIPIENT for appropriate and qualifying expenditures,
6 including an Eligible Use of SLFRF, as permitted under the Interim Final Rule and Final Rule.

7 **NOW, THEREFORE**, in consideration of the mutual covenants, terms and conditions herein
8 contained, the parties hereto agree as follows:

9 1. **GENERAL OBLIGATIONS OF THE SUBRECIPIENT**

10 A. SUBRECIPIENT represents that each of the recitals, stated hereinabove and in
11 Exhibit A to this Agreement, concerning SUBRECIPIENT, and made by SUBRECIPIENT, are true and
12 correct, and that COUNTY may rely upon each of those representations in transferring the SLFRF to
13 SUBRECIPIENT under this Agreement.

14 B. SUBRECIPIENT acknowledges that the SLFRF transferred under this Agreement
15 is a transfer of SLFRF up to the amount stated herein to carry out the Program.

16 C. SUBRECIPIENT understands and agrees that the SLFRF disbursed under this
17 award may only be spent on documented Eligible Uses in compliance with the ARPA, the United States
18 Department of the Treasury (“TREASURY”) regulations implementing section 602 and 603 of the ARPA,
19 and guidance issued by the TREASURY regarding the foregoing.

20 D. SUBRECIPIENT represents that it will use the SLFRF transferred under this
21 Agreement to fund the planning, engineering design, environmental review, administration, construction
22 cost, and project management for the construction of the new 200,000 water storage tank and pump
23 station equipped with three booster pumps designed to correct a water system pressure deficiency to
24 meet the fire flow requirement standard for firefighting in the southwest portion of the water distribution
25 system during peak hour demand, which is necessary to maintain adequate and stable service levels,
26 and will provide for drought resiliency for the SUBRECIPIENT.

1 E. During the Term of this Agreement, SUBRECIPIENT shall carry out the Program
2 by furnishing to the COUNTY the services described in Exhibit A, Program Description, which is
3 attached and incorporated by this reference.

4 F. Compliance. SUBRECIPIENT is obligated by this Agreement, and is responsible
5 to ensure that SLFRF transferred under this Agreement are spent in compliance with all ordinances of
6 the County of Fresno, SUBRECIPIENT's ordinances, and laws of the State of California, and all laws of
7 the Federal government. This includes, but is not limited to, compliance with all requirements set forth in
8 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,
9 2 CFR Part 200, the TREASURY's Compliance and Reporting Guidance: State and Local Fiscal
10 Recovery Funds ("Compliance Guidance"), Department of the Treasury 31 CFR Part 35 Coronavirus
11 State and Local Fiscal Recovery Funds Interim Final Rule ("Interim Final Rule") (for expenditures before
12 April 1, 2022) and Final Rule ("Final Rule") (for expenditures on April 1, 2022, or later), and any
13 subsequent updates, including TREASURY's Frequently Asked Questions. The award terms and
14 conditions required by the TREASURY are set forth in Exhibit F, which is attached and incorporated by
15 this reference, as provided by the TREASURY. Notwithstanding anything provided in Section 8 of this
16 Agreement, or in this Subsection 1(F), SUBRECIPIENT has the sole responsibility for compliance under
17 this Section 1(F).

18 G. Prevailing Wage.

19 a. For any portion of any of the work, service, and/or function (including, but
20 not limited to, any construction, alteration, installation, demolition, repair, or maintenance work), to be
21 performed, either directly or on behalf of SUBRECIPIENT under any agreements with any contractors
22 and/or suppliers (including their respective sub-contractors at any tier) or otherwise, with respect to the
23 Program that is a "public work" for the purposes of Chapter 1 (commencing with § 1720) of Part 7 of
24 Division 2 of the California Labor Code (collectively, "Chapter 1 of the Labor Code"), (i) SUBRECIPIENT
25 shall comply with, and cause all such contractors and/or suppliers (including their respective sub-
26 contractors at any tier) to comply with, all applicable provisions of Chapter 1 of the Labor Code with
27 respect to the Program, and (ii) prior to causing any work to be performed under any agreements with
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1 any contractors and/or suppliers, or otherwise, SUBRECIPIENT shall incorporate all of the provisions of
2 this Section 1(G) into such agreements.

3 b. SUBRECIPIENT shall promptly provide a copy to COUNTY of any
4 correspondence, notices, and/or orders, in any written form, and/or any documents initiating legal action
5 (collectively, "DIR Administrative or Legal Action") by or on behalf of the Director of the Department of
6 Industrial Relations of the State of California, including any representative thereof (collectively, the
7 "DIR") to or against SUBRECIPIENT, and SUBRECIPIENT's written responses, in any written form,
8 thereto, that relate to any work, or any portion thereof, provided however, SUBRECIPIENT's provision of
9 such copy of any DIR Administrative or Legal Action, and/or SUBRECIPIENT's responses thereto, or
10 failure to provide same or to timely provide same, shall not impose any obligation upon COUNTY with
11 respect to SUBRECIPIENT's obligations under this Section 1 (G). SUBRECIPIENT acknowledges that
12 the DIR provides the following internet resource:

13 <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>

14 c. COUNTY does not make any representation, or provide any guidance, to
15 SUBRECIPIENT as to (i) the nature, type, or scope of the work, or any portion thereof, to be performed
16 by SUBRECIPIENT, either directly or under any agreements with any contractors and/or suppliers
17 (including their respective sub-contractors at any tier), that constitutes a "public work," or (ii) the
18 sufficiency of the DIR's internet resource, above, for purposes of compliance with this Section 1(G). The
19 provisions of this Section 1 (G) shall survive the termination of this Agreement.

20 H. Timeline. SUBRECIPIENT shall ensure that the Program is diligently undertaken
21 and completed, and all SLFRF transferred under this Agreement are fully expended, no later than
22 December 31, 2026. By August 31, 2024, SUBRECIPIENT shall analyze, and shall report to COUNTY
23 in writing, whether it can complete the Program or fully expend the SLFRF transferred under this
24 Agreement by December 31, 2026. If SUBRECIPIENT is not capable of completing the Program or fully
25 expending the SLFRF transferred under this Agreement on the Program by December 31, 2026,
26 SUBRECIPIENT shall return any previously issued SLFRF, which have not been bindingly obligated to a
27 permissible use, to COUNTY within fifteen calendar days. Additionally, SUBRECIPIENT shall account
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1 for all SLFRF which have not been bindingly obligated to a permissible use by December 31, 2024, and
2 shall remit the same unobligated SLFRF to the COUNTY within thirty calendar days.

3 I. No Litigation. SUBRECIPIENT shall not use any SLFRF transferred by the
4 COUNTY in litigation, or to pay any enforcement agency, including, but not limited to, any fines or
5 penalties, or similar charges, and shall notify the COUNTY of any legal action which is filed by or against
6 SUBRECIPIENT. To the extent permitted by law, SUBRECIPIENT shall not institute any action or suit at
7 law or in equity against COUNTY, nor institute, prosecute, or any way aid in the institution or
8 prosecution of any claim, demand, action, or cause of action for equitable relief, damage, loss, or injury
9 either to person or property, or both, whether developed or undeveloped, resulting or to result, known or
10 unknown, past, present, or future, arising out of, in any way, the terms of this Agreement.

11 J. SUBRECIPIENT agrees that if the SUBRECIPIENT receives SLFRF from any
12 other local or state entity for all or any part of the Program for which the SUBRECIPIENT has received
13 SLFRF from COUNTY under this Agreement, the SUBRECIPIENT shall contact COUNTY in writing
14 within five (5) business days. The SUBRECIPIENT agrees that it may be required to return all or part of
15 the SLFRF received from the COUNTY if the total amount of SLFRF from all local and state entities
16 exceeds the Program's budget, and if the SUBRECIPIENT does not intend to expand the Program.

17 K. None of the personnel employed in the administration of the Program shall be in
18 any way, or to any extent engaged in, the conduct of political activities prohibited by Chapter 15 of Title
19 5, U.S. Code, as applicable.

20 L. None of the SLFRF to be transferred under this Agreement shall be used for any
21 partisan political activity, or to support or defeat legislation pending before Congress.

22 2. **PROCUREMENT REQUIREMENTS**

23 A. SUBRECIPIENT shall comply with all procurement requirements specified in the
24 Uniform Guidance, including, but not limited to, 2 CFR Part 200 et. seq.

25 B. SUBRECIPIENT shall take all necessary affirmative steps to assure that minority
26 businesses, women's business enterprises, and labor surplus area firms are used when possible, when
27 procuring goods and services under this Agreement, including the affirmative steps described in 2 CFR §
28 200.321.

1 C. As appropriate, and to the extent consistent with law, SUBRECIPIENT shall provide a
2 preference for the purchase, acquisition, or use of goods, products, or materials produced in the United
3 States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

4 D. SUBRECIPIENT agrees to prioritize in its procurement decisions employers who can
5 demonstrate that their workforce meets high safety and training standards (e.g., professional certification,
6 licensure, and/or robust in-house training), that hire local workers and/or workers from historically
7 underserved communities, and who directly employ their workforce or have policies and practices in place
8 to ensure contractors and subcontractors meet high labor standards, and to prioritize employers (including
9 contractors and subcontractors) without recent violations of federal and state labor and employment laws.

10 E. All contracts made by SUBRECIPIENT in excess of \$100,000 with respect to water,
11 sewer, or broadband infrastructure projects that involve employment of mechanics or laborers must include
12 a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40
13 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

14 3. **REPORTING REQUIREMENTS**

15 A. SUBRECIPIENT, as a direct recipient of SLFRF, is required to track eligible
16 expenditures and routinely submit Project and Expenditure Reports, including Quarterly Expenditure
17 Reports, Annual Performance Reports, and Final Report directly to the TREASURY for the
18 implementation of the Program.

19 B. **Quarterly Program Expenditure Report:** SUBRECIPIENT shall submit a copy of
20 its Project and Expenditure Report specific to this Program to the COUNTY's designated contact, as
21 designated by the COUNTY's County Administrative Officer in writing at the execution of this
22 Agreement, and Quarterly Program Expenditure Reports through the term of this Agreement as
23 provided by this Section 3(A). The reports shall contain, but are not limited to, the information described
24 in Exhibit C, which is attached and incorporated by this reference, and must include a statement, signed
25 by the SUBRECIPIENT, indicating that all expenditures in the report comply with the Interim Rule and
26 the Final Rule, as applicable, and ARPA guidelines for the SLFRF, as set forth by the TREASURY.
27 Quarterly expenditure reports shall be submitted to COUNTY no later than fifteen (15) days after the end
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1 of each quarter listed below for the term of this Agreement, beginning with the first quarter ending after
2 the Effective Date:

- 3 1) January 1 – March 31, due by April 15
- 4 2) April 1 – June 30, due by July 15
- 5 3) July 1 – September 30, due by October 15
- 6 4) October 1 – December 31, due by January 15

7 C. **Annual Performance Report:** Within fifteen (15) days after each June 30,
8 SUBRECIPIENT shall submit a copy of its “Annual Performance Report” to the COUNTY, covering all
9 performance by the SUBRECIPIENT under this Agreement for the fiscal year ending that June 30th. The
10 report shall contain, but not be limited to, the information contained in Exhibit D, which is attached and
11 incorporated by this reference.

12 D. **Final Report:** SUBRECIPIENT shall submit a copy of its Final Program Report
13 within thirty (30) days upon completion of the Program. A Final Report shall include an accounting of all
14 costs and expenses incurred by SUBRECIPIENT, and any other information as the COUNTY deems
15 necessary to facilitate closeout of the Program, and ensure COUNTY’s obligations and requirements
16 under the SLFRF Program are met. The Final Program Report is not complete until COUNTY has
17 delivered to SUBRECIPIENT written acceptance of the Final Program Report.

18 4. **NONDISCRIMINATION**

19 A. During any period in which SUBRECIPIENT is in receipt of SLFRF from COUNTY,
20 SUBRECIPIENT and its Board, officers, employees, agents, representatives or subcontractors shall not
21 unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any
22 employee, applicant for employment or person receiving services under this Agreement because of race,
23 religious creed, color, national origin, ancestry, physical or mental disability including perception of
24 disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex,
25 sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military
26 and veteran status. SUBRECIPIENT and its officers, employees, agents, representatives or subcontractors
27 shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination
28 and equal opportunity, including, without limitation, the COUNTY’s non-discrimination policy; Title VI of the

1 Civil Rights Act of 1964 (42 U.S.C. sections 2000d et seq.) and TREASURY's implementing regulations at
2 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under
3 programs or activities receiving federal financial assistance; The Fair Housing Act, Title VIII of the Civil
4 Rights Act of 1968 (42 U.S.C. sections 3601 et seq.), which prohibits discrimination in housing on the basis
5 of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act
6 of 1973, as amended (42 U.S.C. sections 6101 et seq.), and the TREASURY's implementing regulations at
7 31 C.F.R. part 23, which prohibit discrimination on the basis of age in programs or activities receiving
8 federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42
9 U.S.C. sections 12101 et seq.), which prohibits discrimination on the basis of disability under programs,
10 activities, and services provided or made available by state and local governments or instrumentalities or
11 agencies thereto; The Fair Employment and Housing Act (Government Code sections 12900 et seq.);
12 California Labor Code sections 1101, and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as
13 amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of
14 Federal Regulations.

15 B. SUBRECIPIENT shall include the non-discrimination and compliance provisions of
16 this Section 4 in all subcontracts to perform work under this Agreement.

17 C. SUBRECIPIENT shall provide a system by which recipients of service shall have the
18 opportunity to express, and have considered, their views, grievances, and complaints regarding
19 SUBRECIPIENT's delivery of services.

20 5. **CONFLICTS OF INTEREST; ETHICS**

21 A. SUBRECIPIENT understands and agrees that it must maintain a conflict-of-interest
22 policy consistent with 2 CFR § 200.318(c), and that such conflict-of-interest policy is applicable to each
23 activity funded under this award. SUBRECIPIENT must disclose in writing to the TREASURY and to
24 COUNTY any potential conflict of interest affecting the awarded SLFRF in accordance with 2 CFR §
25 200.12. Further, no officer, agent, consultant, or employee of SUBRECIPIENT may seek or accept any
26 gifts, service, favor, employment, engagement, remuneration, or economic opportunity which would tend to
27 improperly influence a reasonable person in that position to depart from the faithful and impartial discharge
28 of the duties of that position.

1 B. No officer, agent, consultant, or employee of SUBRECIPIENT may use his or her
2 position to secure or grant any unwarranted privilege, preference, exemption, or advantage for himself or
3 herself, any member of his or her household, any business entity in which he or she has a financial interest,
4 or any other person.

5 C. No officer, agent, consultant, or employee of the SUBRECIPIENT may participate as
6 an agent of the SUBRECIPIENT in the negotiation or execution of any contract between SUBRECIPIENT
7 and any private business in which he or she has a financial interest.

8 D. No officer, agent, consultant, or employee of SUBRECIPIENT may suppress any
9 report or other document because it might tend to affect unfavorably his or her private financial interests.

10 E. No officer, agent, consultant, employee, or elected or appointed official of the
11 COUNTY, or SUBRECIPIENT, shall have any interest, direct or indirect, financial, or otherwise, in any
12 contract, subcontract, or agreement with respect thereto, or the proceeds thereof, either for himself or
13 herself, or for those whom he or she has family or business ties, during his or her tenure, or for one year
14 thereafter, for any of the work to be performed pursuant to the Program.

15 6. **REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

16 A. Any licenses, certificates or permits required by the federal, state, county, or municipal
17 governments for SUBRECIPIENT to provide the services and operate the Program described in Exhibit A
18 must be procured by SUBRECIPIENT, and be valid at the time SUBRECIPIENT enters into this
19 Agreement.

20 B. SUBRECIPIENT must maintain such licenses, certificates and permits in full force and
21 effect. Licenses, certificates and permits may include, but are not limited to, driver's licenses, professional
22 licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and
23 maintained by SUBRECIPIENT at no expense to the COUNTY.

24 C. SUBRECIPIENT must show proof of established "indirect cost rates," as defined by
25 the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (5
26 U.S.C. 301; 2 CFR 200) with either the Federal Government, or a final negotiated "indirect cost rate" with
27 COUNTY that complies with the Uniform Guidelines within 3 months of receipt of SLFRF.

28 7. **OFFICE SPACE, SUPPLIES, EQUIPMENT, AND OPERATING OVERHEAD**

1 SUBRECIPIENT shall provide all office space, supplies, equipment, vehicles, reference materials,
2 and telephone service necessary for SUBRECIPIENT to provide the services and operate the Program
3 identified in Exhibit A to this Agreement. COUNTY is not obligated to reimburse or pay SUBRECIPIENT for
4 any expense or cost incurred by SUBRECIPIENT in procuring or maintaining such items. Responsibility for
5 the costs and expenses incurred by SUBRECIPIENT in providing and maintaining such items is the sole
6 responsibility and obligation of SUBRECIPIENT, and if funded by SLFRF, shall comply with the Uniform
7 Cost Administrative Principles, and Audit Requirements for Federal Awards.

8 **8. SUBRECIPIENT'S ACKNOWLEDGEMENT OF COUNTY'S REPORTING TO TREASURY**

9 A. SUBRECIPIENT acknowledges that COUNTY is obligated to comply with
10 TREASURY's Compliance and Reporting Guidance, which includes submitting mandatory periodic
11 reports to TREASURY.

12 B. SUBRECIPIENT acknowledges that COUNTY is accountable to the TREASURY
13 for SUBRECIPIENT oversight, including ensuring SUBRECIPIENT's compliance with the SLFRF
14 program, SLFRF Award Terms and Conditions, Treasury's Interim Final Rule or Final Rule, as
15 applicable, and reporting requirements, as applicable.

16 C. Notwithstanding anything to the contrary in this Section 8, (i) SUBRECIPIENT's
17 compliance with ARPA and this Agreement are a pre-condition to COUNTY's obligations under
18 Subsections A and B of this Section 8, (ii) nothing in Subsections A or B of this Section 8 relieve
19 SUBRECIPIENT of its obligations under ARPA and this Agreement, and (iii) Subsections A and B of this
20 Section 8 are for the purpose of informing SUBRECIPIENT that COUNTY has certain obligations to
21 TREASURY, the performance of which depend on SUBRECIPIENT's compliance with ARPA and this
22 Agreement, and in no way create any enforceable obligation by SUBRECIPIENT against COUNTY.

23 **9. PENALTIES**

24 SUBRECIPIENT acknowledges that under ARPA, failure to comply with the restrictions on use as
25 described herein, may result in the TREASURY's recoupment of SLFRF from the COUNTY, and that in
26 such an event, COUNTY would recoup the SLFRF from SUBRECIPIENT.

27 SUBRECIPIENT also acknowledges that if SUBRECIPIENT fails to comply with the U.S.
28 Constitution, Federal statutes, regulations or the terms and conditions of this Federal award, the COUNTY

1 may impose additional conditions, as described in 2 CFR § 200.208. If the COUNTY determines that
2 noncompliance cannot be remedied by imposing additional conditions, the COUNTY may take one or more
3 of the following actions, as appropriate in the circumstances:

4 A. Demand repayment of SLFRF issued to SUBRECIPIENT. SUBRECIPIENT shall
5 refund SLFRF upon demand by COUNTY.

6 B. Temporarily withhold cash payments pending correction of the deficiency by
7 SUBRECIPIENT, or more severe enforcement action by the COUNTY;

8 C. Disallow (that is, deny both use of funds and any applicable matching credit for) all
9 or part of the cost of the activity or action not in compliance;

10 D. Wholly or partly suspend or terminate the SLFRF;

11 E. Recommend the TREASURY initiate suspension or debarment proceedings;

12 F. Withhold further SLFRF for the Program; and

13 G. Take other remedies that may be legally available.

14 10. **FINANCIAL MANAGEMENT**

15 A. All of the SLFRF received by SUBRECIPIENT shall be maintained by
16 SUBRECIPIENT in a separate account (the "SLFRF Account"), which shall be distinct from any and all
17 other accounts or funds of the SUBRECIPIENT, and any interest, income, or increase in such SLFRF as
18 a result of any investment thereof shall be maintained in such SLFRF Account for the sole authorized
19 use under this Agreement, provided that, in the event SUBRECIPIENT has more than one authorized
20 use of such SLFRF under this Agreement, SUBRECIPIENT may have such number of such separate
21 accounts that correspond to each such authorized use provided further that such separate accounts are
22 subject to this Section 10(A), and are segregated and identified by a unique identifier. In no event shall
23 any such SLFRF be placed in any investment that may be withdrawn only upon payment of penalty, fee,
24 or charge.

25 B. SUBRECIPIENT must provide to COUNTY evidence of SUBRECIPIENT's
26 financial accountability. SUBRECIPIENT shall comply with all applicable Uniform Guidance
27 requirements. SUBRECIPIENT shall consult with COUNTY if SUBRECIPIENT is not certain which
28 Uniform Guidance requirements apply or how they apply.

1 C. Pursuant to 2 CFR 200.303, the SUBRECIPIENT shall develop and implement
2 written internal controls that are effective to ensure that funding decisions under the SLFRF constitute
3 Eligible Uses of SLFRF, and shall document all funding decisions. Upon request by COUNTY, the
4 SUBRECIPIENT shall provide the written internal controls and documentation of funding decisions to the
5 COUNTY.

6 D. SUBRECIPIENT shall submit to the COUNTY a copy of SUBRECIPIENT's most
7 recent single audit under 2 CFR Part 200, or a certification that SUBRECIPIENT expended less than
8 \$750,000 of Federal funds during that reporting period. If SUBRECIPIENT submits a letter stating it
9 expended less than \$750,000 in Federal funds, SUBRECIPIENT shall provide a recent financial
10 statement certified by an appropriate officer or employee of the SUBRECIPIENT. Financial
11 accountability submissions shall be provided to County of Fresno, County Administrative Office located
12 at 2281 Tulare, Room 304, Fresno, CA 93721, or electronically to e-mail address
13 fresnoca@fresnocountyca.gov.

14 E. SUBRECIPIENT certifies that neither it, nor its principals, are presently debarred,
15 suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this
16 transaction by any federal department or agency. This certification is made pursuant to the regulations
17 implemented by 2 CFR Part 200, Subpart 200.214, Debarment and Suspension, and any relevant
18 program-specific regulations. This provision shall be required of every subcontractor receiving any
19 payment in whole or in part from Federal funds.

20 F. SUBRECIPIENT shall record all costs of the Program by budget line items, which
21 shall be supported by adequate source documentation, including payroll ledgers, time records, invoices,
22 contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and
23 propriety of all costs. At any time during normal business hours, SUBRECIPIENT's financial transactions
24 with respect to the Program may be audited by the COUNTY or independent auditors contracted by the
25 COUNTY, or any combination thereof. The representatives of the auditing agency or agencies shall
26 have access to all books, documents, accounts, records, reports, files, papers, things, property,
27 contractors of program services, and other persons pertaining to such financial transactions and
28 necessary to facilitate the audit.

1 G. Copies, excerpts, or transcripts of all of the books, documents, papers, and
2 records, including invoices, payroll registers, time records, contracts, and accounting documents
3 concerning matters that are reasonably related to the Program shall be provided upon request to the
4 COUNTY.

5 H. SUBRECIPIENT shall review and approve eligible expenditures for the transferred
6 SLFRF award for items described in Exhibit B, which is attached and incorporated by this reference.
7 SUBRECIPIENT shall not make any changes in the line-item expenditures in Exhibit B without prior
8 written approval of the COUNTY.

9 I. No cash reimbursement for purchases of any kind is allowable.

10 11. **TERM**

11 The term of this Agreement shall comply with ARPA Guidelines, and shall commence on the
12 Effective Date, until COUNTY has delivered to SUBRECIPIENT written acceptance of the Final Program
13 Report under Section 3(C) of this Agreement, unless sooner terminated as provided herein.
14 Notwithstanding timelines provided in this Agreement, SUBRECIPIENT may only use ARPA SLFRF to
15 cover costs incurred during the time period set forth by the TREASURY. The COUNTY's written
16 acceptance of the Final Program Report under Section 3(C) of this Agreement shall include the COUNTY's
17 written notification to the SUBRECIPIENT, on behalf of COUNTY, that the Agreement term has ended. The
18 County Administrative Officer or his or her designee is authorized to execute this written acceptance of the
19 Final Program Report and notification of term end to SUBRECIPIENT.

20 12. **TERMINATION**

21 A. Non-Allocation of Funds: The terms of this Agreement, and the services to be
22 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
23 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
24 terminated by COUNTY, at any time without penalty to COUNTY by giving the SUBRECIPIENT thirty (30)
25 days advance written notice.

26 B. Breach of Contract: The COUNTY may immediately suspend or terminate this
27 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 28 1) An illegal or improper use of funds;

- 1 2) A failure to comply with any term of this Agreement;
- 2 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 3 4) Improperly performed service.

4 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
5 of this Agreement or any default which may then exist on the part of the SUBRECIPIENT. Neither shall
6 such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or
7 default. The COUNTY shall have the right to demand of the SUBRECIPIENT the repayment to the
8 COUNTY of any SLFRF disbursed to the SUBRECIPIENT under this Agreement, which in the judgment of
9 the COUNTY were not expended in accordance with the terms of this Agreement. The SUBRECIPIENT
10 shall promptly refund any such SLFRF upon demand.

11 C. Without Cause: Under circumstances other than those set forth above, this
12 Agreement may be terminated by COUNTY by giving thirty (30) days advance written notice of an intention
13 to terminate to SUBRECIPIENT.

14 13. **GRANT FUNDING/COMPENSATION**

15 A. The parties understand that funding for this Agreement is SLFRF provided pursuant to
16 ARPA, codified at Title 31 CFR Part 35, and any amendments thereafter. COUNTY agrees to transfer to
17 SUBRECIPIENT, and SUBRECIPIENT agrees to receive such transfers, up to the total SLFRF transfer
18 amount, in an amount not to exceed two million, four hundred sixty-five thousand dollars (\$2,465,000).

19 It is expressly agreed and understood that the total amount of SLFRF to be transferred by COUNTY
20 to SUBRECIPIENT for the Program shall not exceed two million, four hundred sixty five thousand dollars
21 (\$2,465,000) to construct a new 200,000 water storage tank and pump station in accordance with the
22 DWSRF, which is intended to correct a water system pressure deficiency to meet the fire flow requirement
23 standard for firefighting in the southwest portion of the water distribution system during peak hour demand,
24 is necessary to maintain adequate and stable service levels, will respond to the drinking water needs of
25 the SUBRECIPIENT, and will improve drinking water drought resiliency in the disadvantaged community
26 of Mendota, which is an eligible use under the Final Rule. This Program will provide a benefit to residents
27 of the COUNTY, as it will serve the Mendota-Federal Correctional Facility, as well as the Mendota Pool,
28 which are both located in the COUNTY unincorporated area.

1 Following the Effective Date of this Agreement, the SUBRECIPIENT shall request the COUNTY to
2 transfer SLFRF to fund the Program's soft costs, which consist of planning, design, construction
3 management, and administration costs for an amount not to exceed two hundred fifty-five thousand dollars
4 (\$255,000) to cover eligible expenditures shown on Table 1-1 of Exhibit B. The SUBRECIPIENT is
5 responsible for monitoring and reporting quarterly expenditure reports directly to the TREASURY for the
6 implementation of the Program, as described in Exhibit A. The SUBRECIPIENT plans to construct the
7 water storage tank and pump station on the SUBRECIPIENT own parkland located along Smoot Avenue
8 and east of Amador Avenue in the Mendota city limits. SUBRECIPIENT shall then make a second request
9 the COUNTY in writing to transfer payment in advance for the construction phase of the Program's
10 budget in accordance with this Agreement. The Program is anticipated to be completed in 27 months. The
11 SUBRECIPIENT's transfer requests to COUNTY shall include supporting information for the
12 implementation of the Program as represented in Table 1-1, below. After appropriate review and
13 inspection of the transfer request, the COUNTY shall transfer payment to SUBRECIPIENT in a timely
14 manner. SUBRECIPIENT is responsible for monitoring, approving expenditures, and reporting timely
15 quarterly expenditure reports directly to the TREASURY for the implementation of the Program.
16 SUBRECIPIENT shall submit copies of its quarterly expenditure reports, project progress reports, and
17 supporting documentation to the COUNTY, as described in Section 3(B) of this Agreement.
18 SUBRECIPIENT shall submit copies of its quarterly expenditure reports, project progress reports, and
19 supporting documentation to the County of Fresno, County Administrative Office located at 2281 Tulare,
20 Room 304, Fresno, CA 93721, or electronically, to e-mail address fresnocao@fresnocountyca.gov. If
21 SUBRECIPIENT fails to comply with any provision of this Agreement, COUNTY shall be relieved of its
22 obligations for further compensation.

23 B. To ensure compliance with Federal and State regulations, COUNTY may require
24 additional supporting documentation or clarification as follows:

25 i. COUNTY staff shall notify SUBRECIPIENT to obtain necessary additional
26 documentation or clarification.

27 ii. SUBRECIPIENT shall respond within five (5) business days with required
28 additional documentation or clarification.

1 C. All expenses incidental to SUBRECIPIENT's performance of services in carrying out
2 its Program under this Agreement shall be borne by SUBRECIPIENT. Except as expressly provided in this
3 Agreement, SUBRECIPIENT shall not be entitled to, nor receive from COUNTY, any additional
4 consideration, compensation, salary, wages, or other type of remuneration for services rendered under
5 this Agreement. COUNTY shall not withhold any Federal or State income taxes or Social Security tax from
6 any payments made by COUNTY to SUBRECIPIENT under the terms and conditions of this Agreement.
7 Payment of all taxes and assessments on such sums is the sole responsibility of SUBRECIPIENT.
8 COUNTY has no responsibility or liability for payment of SUBRECIPIENT's taxes or assessments.

9 14. **INDEPENDENT CONTRACTOR**

10 In performance of the work, duties and obligations assumed by SUBRECIPIENT under this
11 Agreement, it is mutually understood and agreed that SUBRECIPIENT, including any and all of the
12 SUBRECIPIENT's officers, agents, and employees will at all times be acting and performing as an
13 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
14 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
15 to control or supervise or direct the manner or method by which SUBRECIPIENT shall perform its work and
16 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
17 SUBRECIPIENT is performing its obligations in accordance with the terms and conditions thereof.

18 SUBRECIPIENT and COUNTY shall comply with all applicable provisions of law and the rules and
19 regulations, if any, of governmental authorities having jurisdiction over all matters subject thereto. Because
20 of its status as an independent contractor, SUBRECIPIENT shall have absolutely no right to employment
21 rights and benefits available to COUNTY employees. SUBRECIPIENT shall be solely liable and
22 responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
23 addition, SUBRECIPIENT shall be solely responsible and save COUNTY harmless from all matters relating
24 to payment of SUBRECIPIENT's employees, including compliance with Social Security withholding and all
25 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
26 SUBRECIPIENT may be providing services to others unrelated to the COUNTY or to this Agreement.

27 15. **MODIFICATION**

28 Any matters of this Agreement may be modified from time to time by the written consent of all the

1 parties without, in any way, affecting the remainder.

2 16. **NON-ASSIGNMENT**

3 Neither party shall assign, transfer, or sub-contract this Agreement, nor their rights or duties under
4 this Agreement without the prior written consent of the other party.

5 17. **HOLD HARMLESS** SUBRECIPIENT agrees to indemnify, save, hold harmless, and at
6 COUNTY's request, defend the COUNTY, its officers, agents, and employees from any and all costs
7 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
8 losses occurring or resulting to COUNTY in connection with the performance, or failure to perform, by
9 the SUBRECIPIENT, its officers, agents, or employees under this Agreement, and from any and all costs
10 and expenses (including attorney's fees and costs), penalties, fines, damages, liabilities, claims, and
11 losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the
12 performance, or failure to perform, of SUBRECIPIENT, its officers, agents, or employees under this
13 Agreement.

14 SUBRECIPIENT shall indemnify COUNTY against any and all actions of recoupment by the
15 TREASURY arising from this Agreement. Such indemnification shall not be limited to the term of this
16 Agreement. SUBRECIPIENT shall indemnify COUNTY against any and all claims or actions by any
17 person or entity arising from any violation or alleged violation of Section 1(G), herein. The provisions of
18 this Section 17 shall survive the expiration or termination of this Agreement.

19 18. **INSURANCE**

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

24 A. **Commercial General Liability**

25 Commercial General Liability Insurance with limits of not less than Two Million Dollars
26 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
27 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including
28 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal

1 liability or any other liability insurance deemed necessary because of the nature of this contract.

2 B. Automobile Liability

3 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
4 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
5 used in connection with this Agreement.

6 C. Professional Liability

7 If SUBRECIPIENT employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
8 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
9 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

10 SUBRECIPIENT agrees that it shall maintain, at its sole expense, in full force and effect for a
11 period of three (3) years following the termination of this Agreement, one or more policies of
12 professional liability insurance with limits of coverage as specified herein.

13 D. Worker's Compensation

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

15 Additional Requirements Relating to Insurance

16 SUBRECIPIENT shall obtain endorsements to the Commercial General Liability insurance naming
17 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
18 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
19 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
20 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
21 provided under SUBRECIPIENT's policies herein. This insurance shall not be cancelled or changed without
22 a minimum of thirty (30) days advance written notice given to COUNTY.

23 SUBRECIPIENT hereby waives its right to recover from COUNTY, its officers, agents, and
24 employees any amounts paid by the policy of worker's compensation insurance required by this
25 Agreement. SUBRECIPIENT is solely responsible to obtain any endorsement to such policy that may be
26 necessary to accomplish such waiver of subrogation, but SUBRECIPIENT's waiver of subrogation under
27 this paragraph is effective whether or not SUBRECIPIENT obtains such an endorsement.

28 Within Thirty (30) days from the date SUBRECIPIENT signs and executes this Agreement,

1 SUBRECIPIENT shall provide certificates of insurance and endorsement as stated above for all of the
2 foregoing policies, as required herein, to the County of Fresno, County Administrative Office, Attention:
3 ARPA – SLFRF Coordinator, 2281 Tulare Street, Room 304, Fresno, CA 93721, stating that such
4 insurance coverages have been obtained and are in full force; that the County of Fresno, its officers, agents
5 and employees will not be responsible for any premiums on the policies; that for such worker’s
6 compensation insurance the SUBRECIPIENT has waived its right to recover from the COUNTY, its officers,
7 agents, and employees any amounts paid under the insurance policy and that waiver does not invalidate
8 the insurance policy; that such Commercial General Liability insurance names the County of Fresno, its
9 officers, agents and employees, individually and collectively, as additional insured, but only insofar as the
10 operations under this Agreement are concerned; that such coverages for additional insured shall apply as
11 primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers, agents
12 and employees, shall be excess only and not contributing with insurance provided under SUBRECIPIENT’s
13 policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30)
14 days advance, written notice given to COUNTY.

15 In the event SUBRECIPIENT fails to keep in effect at all times insurance coverage as herein
16 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
17 Agreement upon the occurrence of such event.

18 All policies shall be issued by admitted insurers licensed to do business in the State of California,
19 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
20 FSC VII or better.

21 19. **RECORDKEEPING AND CONFIDENTIALITY**

22 A. Pursuant to the Compliance Guidance published by TREASURY, the SUBRECIPIENT
23 must maintain records and financial documents for five (5) years after all SLFRF have been expended or
24 returned to TREASURY. SUBRECIPIENT acknowledges that the Compliance Guidance published by
25 TREASURY may change, and understands that any changes must be complied with. SUBRECIPIENT is
26 responsible to comply with any changes made to the Compliance Guidance, and COUNTY has no
27 responsibility to notify the SUBRECIPIENT of any changes to the Compliance Guidance by TREASURY.

28 B. SUBRECIPIENT shall maintain reasonable security measures to protect records

1 containing personal information from unauthorized access, acquisition, destruction, use, modification, or
2 disclosure pursuant to the California Consumer Privacy Act (CCPA) to ensure against a breach of
3 security of personal information of clients, staff, or other individuals. SUBRECIPIENT shall have
4 established written policies and procedures that align with CCPA, and shall follow such procedures.
5 Upon request, SUBRECIPIENT shall make available to COUNTY staff such written policies and
6 procedures, and shall be monitored for compliance.

7 20. **AUDITS AND INSPECTIONS:**

8 A. SUBRECIPIENT shall, at any time during business hours, and as often as the
9 COUNTY may deem necessary, make available to the COUNTY for examination all of its records and data
10 with respect to the matters covered by this Agreement. SUBRECIPIENT shall, upon request by the
11 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure
12 SUBRECIPIENT's compliance with the terms of this Agreement. SUBRECIPIENT shall allow duly
13 authorized representatives of the COUNTY or independent auditors contracted by the COUNTY, or any
14 combination thereof, to conduct such reviews, audits, and on-site monitoring of the Program as the
15 reviewing entity deems to be appropriate in order to determine:

- 16 1) Whether the objectives of the Program are being achieved;
- 17 2) Where the Program is being operated in an efficient and effective
18 manner;
- 19 3) Whether management control systems and internal procedures have
20 been established to meet the objectives of the Program;
- 21 4) Whether the financial operations of the Program are being conducted
22 properly;
- 23 5) Whether the periodic reports to the COUNTY contain accurate and
24 reliable information;
- 25 6) Whether all of the activities of the Program are conducted in compliance
26 with the provisions of state and federal laws and regulations and this
27 Agreement; and
- 28 7) Whether all activities associated with the Program are in compliance with

1 the Interim Final Rule and Final Rule for the SLFRF, the Compliance
2 Guidance, and any subsequent guidance issued by TREASURY.

3 B. SUBRECIPIENT shall maintain all books, documents, and other materials relevant to
4 its performance under this Agreement. These records shall be subject to the inspection, review, and audit
5 by the COUNTY or its designees, and the TREASURY, for five (5) years following termination of this
6 Agreement. If it is determined during the course of the audit that the SUBRECIPIENT was reimbursed for
7 unallowable costs under this Agreement, the ARPA Guidelines, or the Final Rule, SUBRECIPIENT agrees
8 to promptly reimburse the COUNTY for such payments upon request.

9 C. SUBRECIPIENT agrees and acknowledges that if SUBRECIPIENT expends more
10 than \$750,000 in Federal awards during a fiscal year, SUBRECIPIENT shall be subject to an audit under
11 the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F, regarding audit
12 requirements.

13 21. **NOTICES**

14 The persons and their addresses having authority to give and receive notices under this Agreement
15 include the following:

| <u>COUNTY</u> | <u>SUBRECIPIENT</u> |
|------------------------------|--|
| COUNTY OF FRESNO | City of Mendota |
| ARPA - SLFRF Coordinator | 643 Quince Street |
| 2281 Tulare Street, Room 304 | Mendota, CA 93640 |
| Fresno, CA 93721 | Attn: Nancy Banda, Finance Director |

19
20 All notices between the COUNTY and SUBRECIPIENT provided for or permitted under this
21 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
22 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
23 personal service is effective upon service to the recipient. A notice delivered by first-class United States
24 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
25 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
26 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
27 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
28 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is

1 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
2 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
3 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
4 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
5 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
6 beginning with section 810).

7 22. **GOVERNING LAW**

8 Venue for any action arising out of or related to this Agreement shall only be in Fresno County,
9 California. The rights and obligations of the parties and all interpretation and performance of this
10 Agreement shall be governed in all respects by the laws of the State of California.

11 23. **ADVICE OF ATTORNEY**

12 Each party warrants and represents that in executing this Agreement, it has received
13 independent legal advice from its attorneys, or the opportunity to seek such advice.

14 24. **DISCLOSURE OF SELF-DEALING TRANSACTIONS**

15 Members of the SUBRECIPIENT's Council shall disclose any self-dealing transactions that they
16 are a party to while SUBRECIPIENT is providing goods or performing services under this Agreement. A
17 self-dealing transaction shall mean a transaction to which the SUBRECIPIENT is a party and in which
18 one or more of its directors has a material financial interest. Members of the SUBRECIPIENT Council
19 shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-
20 Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated herein by
21 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
22 immediately thereafter.

23 25. **ELECTRONIC SIGNATURES**

24 The parties agree that this Agreement may be executed by electronic signature as provided in
25 this section. An "electronic signature" means any symbol or process intended by an individual signing
26 this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed
27 version of an original handwritten signature; or (3) an electronically scanned and transmitted (for
28 example by PDF document) of a handwritten signature. Each electronic signature affixed or attached to

1 this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing
2 this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or
3 judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of
4 that person. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
5 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5,
6 beginning with section 1633.1). Each party using a digital signature represents that it has undertaken
7 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
8 through (5), and agrees that each other party may rely upon that representation. This Agreement is not
9 conditioned upon the parties conducting the transactions under it by electronic means and either party
10 may sign this Agreement with an original handwritten signature.

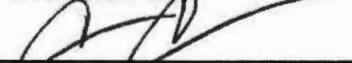
11 26. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement between the
12 SUBRECIPIENT and COUNTY with respect to the subject matter hereof, and supersedes all previous
13 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
14 understanding of any nature whatsoever unless expressly included in this Agreement. Notwithstanding this
15 provision, any additional requirements and/or guidelines set forth by the TREASURY regarding the uses
16 and reporting requirements for ARPA SLFRF after the execution of this Agreement shall be understood to
17 be integrated into this Agreement, and binding on the parties.

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


SUBRECIPIENT



Cristian Gonzalez,
City Manager
City of Mendota

Mailing Address:
643 Quince Street
Mendota, CA 93640

COUNTY OF FRESNO



Brian Pacheco, Chairman of the Board of
Supervisors of the County of Fresno

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

By: 
Deputy

FOR ACCOUNTING USE ONLY:
Fund: 0026
Subclass: 91021
ORG: 1033
Account: 7845

1 **Exhibit A**

2 **Program Description**

3 SUBRECIPIENT is responsible to operate a public water distribution system (CA-1010021) that is
4 regulated by Order Number 03-23-15PA-004 issued by the State Water Resources Control Board, Division
5 of Drinking Water. The SUBRECIPIENT provides potable water supply to non-residential and residential
6 rate payers in a disadvantaged community with an estimated population of 12,595 residents. The transfer of
7 SLFRF pursuant to this Agreement will benefit the COUNTY, because the SUBRECIPIENT provides
8 potable water supply to the Mendota-Federal Correctional Facility, a Federal institution immediately outside
9 the SUBRECIPIENT's city limits, within the COUNTY unincorporated area, that houses a population of
10 1,527 inmates in the COUNTY. SUBRECIPIENT also provides irrigation water supply to land immediately
11 east the Mendota Pool, which serves the Mendota Pool, an area where the San Joaquin River and Kings
12 River diversion points meet that has served individuals in the COUNTY with outdoor recreational space.
13 The SUBRECIPIENT is identified in two Qualified Census Tracts (QTCs: 06019008302; 8301) as
14 designated by the Department of Housing and Urban Development, with a reported median household
15 income of \$36,376.

16 The SUBRECIPIENT's public water distribution system consists of three active groundwater wells, two
17 standby wells, two storage tanks, five booster pumps, a treatment facility, and approximately 34 miles of
18 distribution pipeline. The SUBRECIPIENT represents that its public water system is within a single
19 pressure zone. The SUBRECIPIENT represents that during daily peak hour demand, the public water
20 system's southwest portion experiences water pressure deficiencies that affect the system's ability meet
21 the minimum fire flow requirement standard for fire protection. The SUBRECIPIENT intends to use
22 SLFRF to fund the planning, engineering design, environmental review, administration, construction
23 cost, and project management for the construction of a new 200,000 water storage tank and pump
24 station equipped with three booster pumps designed correct a water system pressure deficiency in the
25 southwest portion of the water distribution system during peak hour demand. The Program will assist the
26 SUBRECIPIENT to meet the fire flow requirement standard for firefighting and provide water storage for
27 drought resiliency for the SUBRECIPIENT. SUBRECIPIENT represents that the program qualifies under
28 the DWSRF eligible project category of water storage.

1 **Exhibit B**

2 **Expenditure Plan**

3 SUBRECIPIENT shall request the COUNTY to transfer SLFRF to fund the Program's soft costs that
4 consist of planning, design, construction management, and administration costs for an amount not to
5 exceed two hundred fifty-five thousand dollars (\$255,000) to cover eligible expenditures shown on Table 1-
6 1 of Exhibit B. The SUBRECIPIENT is responsible for approving Program expenditures, monitoring, and
7 reporting quarterly expenditure reports directly to the TREASURY. In accordance with Section 3(B) of the
8 Agreement, SUBRECIPIENT shall submit copies of its Program's quarterly expenditure reports, project
9 progress reports, and supporting documentation to the COUNTY. The SUBRECIPIENT plans to
10 construct the water storage tank and pump station on SUBRECIPIENT own parkland located along Smoot
11 Avenue and east of Amador Avenue in the Mendota city limits. The SUBRECIPIENT shall then make a
12 second written request to the COUNTY to transfer SLFRF in advance for the construction phase of the
13 Program's budget in accordance with this Agreement. The Program is anticipated to be completed in 27
14 months. The SUBRECIPIENT's transfer requests to COUNTY shall include supporting information for the
15 implementation of the Program as represented in Table 1-1, below.

**Table 1-1
Expenditure Plan**

| Expenditures | |
|-------------------------|-----------------|
| Construction Cost | \$ 2,000,000.00 |
| Contingencies | \$ 210,000.00 |
| Allowances (Soft Costs) | |
| Planning | \$ 35,000.00 |
| Design | \$ 120,000.00 |
| Construction Management | \$ 95,000.00 |
| Administration | \$ 5,000.00 |
| Total | \$ 2,465,000.00 |

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1 **Exhibit B (continued)**

2 **Transfer Request Form**

3 Date:

4 County of Fresno
5 ARPA - SLFRF Coordinator
6 2281 Tulare Street, Room 304
7 Fresno, CA 93721

7 **Subject: Transfer Request for Payment:**

8 **Program**

SUBRECIPIENT Name

9 In accordance with the executed Agreement for the above-referenced Program, the
10 [SUBRECIPIENT NAME] is requesting payment of \$ _____ in support of the Program.

11 The [SUBRECIPIENT NAME] certifies that this request for payment is consistent with the
12 amount of work that has been completed to date, detailing items purchased, and expenses
13 incurred or anticipated to be incurred in support of the Program in accordance with the
14 expenditure plan (Exhibit B, Table 1-1) documented in the executed Agreement, and as
15 evidenced by the enclosed invoices and supporting documents.

16 **Payee**

Agreement #

Amount

17
18
19
20
21 Sincerely,

22
23 [City Representative]

24 [SUBRECIPIENT Name]

25 Enclosure(s)
26
27
28

Exhibit C

Quarterly Program Expenditure Report (Template)

| PROGRAM | |
|--|-----------------------------------|
| Tax Identification Number or Unique Entity ID (TIN or SAM): | Agreement Number: |
| Name of Entity: | Program Name: |
| Reporting Period Start Date: | Reporting Period End Date: |
| Expenditure Category: 5 Infrastructure, Water | |
| Total Award: \$2,465,000 | Remaining Balance: |

| EXPENDITURES | | | | | |
|---------------------|---|--|------------------------------------|-----------------------------------|--|
| Category | Cumulative Expenditures to date (\$) | Cumulative Obligations to date (\$) | Current Period Expenditures | Current Period Obligations | |
| 5 | Infrastructure, Water | | | | |
| 5.14 | Drinking Water: Storage | | | | |
| | | | | | |
| TOTAL | | | | | |

PROJECT STATUS

Describe program achievements and upcoming milestones:

Quarterly Status Report, select one.

| | |
|-------------------------------------|--------------------------------|
| <input type="checkbox"/> | Not started |
| <input type="checkbox"/> | completed less than 50 percent |
| <input type="checkbox"/> | completed more than 50 percent |
| <input checked="" type="checkbox"/> | Completed |

AUTHORIZED SIGNATURE

Signature _____ *Date*

Print Name: _____

1 **Exhibit D**

2 **Annual Performance Report**

3 All SUBRECIPIENTS that receive State and Local Fiscal Recovery Funds (SLFRF) awards are
4 required to produce an Annual Report. The Annual Report provides information on the
5 SUBRECIPIENT's Program, and how it plans to ensure program outcomes are achieved in an
6 effective and equitable manner.

7 The initial Annual Report must cover the period from the date of award to the following June 30th and
8 must be submitted to the County within 15 calendar days after the end of the reporting period.
9 Thereafter, the Annual Report will cover a 12-month period and recipients will be required to submit
10 the report to the County within 15 calendar days after the end of the 12-month period (by July 15th).

11

| Annual Report | Period Covered | Due Date |
|---------------|----------------------------------|------------------|
| 1 | Award – June 30, 2022 | July 15, 2022 |
| 2 | July 1, 2022 – June 30, 2023 | July 15, 2023 |
| 3 | July 1, 2023 – June 30, 2024 | July 15, 2024 |
| 4 | July 1, 2024 – June 30, 2025 | July 15, 2025 |
| 5 | July 1, 2025 – June 30, 2026 | July 15, 2026 |
| 6 | July 1, 2026 – December 31, 2026 | January 15, 2027 |

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17 **Instructions:**

18 RECIPIENT should consult the SLFRF Guidance on Recipient Compliance and Reporting
19 Responsibilities (Reporting Guidance) located at: [https://home.treasury.gov/system/files/136/SLFRF-
20 Compliance-and-Reporting-Guidance.pdf](https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf) for detailed guidance on the submission of this report.
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Exhibit E
Self-Dealing Transaction Disclosure Form

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit E

| (1) Company Board Member Information: | | | |
|---|--|--------------|--|
| Name: | | Date: | |
| Job Title: | | | |
| (2) Company/Agency Name and Address: | | | |
| | | | |
| (3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to): | | | |
| | | | |
| (4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a): | | | |
| | | | |
| (5) Authorized Signature | | | |
| Signature: | | Date: | |

1
2
3 **EXHIBIT F**

4 U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND
5 AWARD TERMS AND CONDITIONS

6 1. Use of Funds.

- 7 a) Recipient understands and agrees that the funds disbursed under this award may only be used in
8 compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations
9 implementing that section, and guidance issued by Treasury regarding the foregoing.
10 b) Recipient will determine prior to engaging in any project using this assistance that it has the
11 institutional, managerial, and financial capability to ensure proper planning, management, and
12 completion of such project.

13
14 2. Period of Performance. The period of performance for this award begins on the date hereof and
15 ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award
16 funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on
17 December 31, 2024.

18
19 3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as
20 they relate to this award.

21
22 4. Maintenance of and Access to Records.

- 23 a) Recipient shall maintain records and financial documents sufficient to evidence compliance with
24 section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by
25 Treasury regarding the foregoing.
26 b) The Treasury Office of Inspector General and the Government Accountability Office, or their
27 authorized representatives, shall have the right of access to records (electronic and otherwise) of
28 Recipient in order to conduct audits or other investigations.

1 c) Records shall be maintained by Recipient for a period of five (5) years after all funds have been
2 expended or returned to Treasury, whichever is later.

3
4 5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding
5 from this award.

6
7 6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and
8 indirect costs as specified in the Scope of Work.

9
10 7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

11
12 8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict-of-interest policy
13 consistent with 2 C.F.R. § 200.318(c), and that such conflict-of-interest policy is applicable to each activity
14 funded under this award. Recipient and Recipients must disclose in writing to Treasury or the pass-through
15 entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2
16 C.F.R. § 200.112.

17
18 9. Compliance with Applicable Law and Regulations.

19 a) Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by
20 Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the
21 foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations,
22 and executive orders, and recipient shall provide for such compliance by other parties in any
23 agreements it enters into with other parties relating to this award.

24 b) Federal regulations applicable to this award include, without limitation, the following:

25 i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
26 Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are
27 inapplicable to this Award and subject to such exceptions as may be otherwise provided by
28

1 Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the
2 Single Audit Act, shall apply to this award.

3 ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant
4 to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated
5 by reference.

6 iii. Reporting Subaward and Executive Compensation Information , 2 C.F.R. Part 170, pursuant
7 to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated
8 by reference.

9 iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension
10 (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or
11 condition in all lower tier covered transactions (contracts and subcontracts described in 2
12 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's
13 implementing regulation at 31 C.F.R. Part 19.

14 v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2
15 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

16 vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

17 vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

18 viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42

19 ix. U.S.C. §§ 4601-4655) and implementing regulations.

20 x. Generally applicable federal environmental laws and regulations.

21 c) Statutes and regulations prohibiting discrimination applicable to this award include, without
22 limitation, the following:

23 i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's

24 ii. implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of
25 race, color, or national origin under programs or activities receiving federal financial
26 assistance;

27 iii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.),
28 which prohibits discrimination in housing on the basis of race, color,

- 1 iv. religion, national origin, sex, familial status, or disability;
- 2 v. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which
- 3 prohibits discrimination on the basis of disability under any program or activity receiving
- 4 federal financial assistance;
- 5 vi. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and
- 6 Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on
- 7 the basis of age in programs or activities receiving federal financial assistance; and
- 8 vii. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et
- 9 seq.), which prohibits discrimination on the basis of disability under programs, activities, and
- 10 services provided or made available by state and local governments or instrumentalities or
- 11 agencies thereto.

12

13 10. Remedial Actions. In the event of Recipient's noncompliance with section 602 or 603 of the Act,

14 other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program

15 requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future

16 award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a

17 violation of section 602 (c) (1) or 603 (c) (1) of the Act regarding the use of funds, previous payments shall

18 be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be

19 subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

20

21 11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5

22 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government

23 employees whose principal employment is in connection with an activity financed in whole or in part by this

24 federal assistance.

25

26 12. False Statements. Recipient understands that making false statements or claims in connection with

27 this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including

28

1 fines, imprisonment , civil damages and penalties, debarment from participating in federal awards or
2 contracts, and/or any other remedy available by law.

3
4 13. Publications. Any publications produced with funds from this award must display the following
5 language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP
6 3678 awarded to County of Fresno by the U.S. Department of the Treasury."

7
8 14. Debts Owed the Federal Government.

9 a) Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to
10 be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office
11 of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to
12 a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been
13 repaid by Recipient shall constitute a debt to the federal government.

14 b) Any debts determined to be owed the federal government must be paid promptly by Recipient . A
15 debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for
16 payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or
17 improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any
18 actions available to it to collect such a debt.

19
20 15. Disclaimer.

21 a) The United States expressly disclaims any and all responsibility or liability to Recipient or third
22 persons for the actions of Recipient or third persons resulting in death, bodily injury, property
23 damages, or any other losses resulting in any way from the performance of this award or any
24 contract, or subcontract under this award.

25 b) The acceptance of this award by Recipient does not in any way establish an agency relationship
26 between the United States and Recipient.

27
28 16. Protections for Whistleblowers.

1 a) In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise
2 discriminate against an employee in reprisal for disclosing to any of the list of persons or entities
3 provided below, information that the employee reasonably believes is evidence of gross
4 mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority
5 relating to a federal contract or grant, a substantial and specific danger to public health or safety, or
6 a violation of law, rule, or regulation related to a federal contract (including the competition for or
7 negotiation of a contract) or grant.

8 b) The list of persons and entities referenced in the paragraph above includes the following:

- 9 i. A member of Congress or a representative of a committee of Congress;
- 10 ii. An Inspector General;
- 11 iii. The Government Accountability Office;
- 12 iv. A Treasury employee responsible for contract or grant oversight or management;
- 13 v. An authorized official of the Department of Justice or other law enforcement agency;
- 14 vi. A court or grand jury; or
- 15 vii. A management official or other employee of Recipient, contractor, or subcontractor who has
16 the responsibility to investigate, discover, or address misconduct.

17 c) Recipient shall inform its employees in writing of the rights and remedies provided under this
18 section, in the predominant native language of the workforce.

19
20 17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217
21 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt
22 policies and programs for their employees when operating company-owned, rented or personally owned
23 vehicles.

24
25 18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6,
26 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce
27 policies that ban text messaging while driving, and Recipient should establish workplace safety policies to
28 decrease accidents caused by distracted drivers

1
2 ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
3 ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
4

5 As a condition of receipt of federal financial assistance from the Department of the Treasury, the
6 Recipient provides the assurances stated herein. The federal financial assistance may include federal
7 grants, loans, and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal
8 land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other
9 arrangements with the intention of providing assistance. Federal financial assistance does not encompass
10 contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal
11 government at market value, or programs that provide direct benefits.

12 The assurances apply to all federal financial assistance from, or funds made available through the
13 Department of the Treasury, including any assistance that the Recipient may request in the future.

14 The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of
15 the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's
16 program(s) or activity(ies) is federally assisted in the manner prescribed above.

- 17
- 18 1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as
19 amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to
20 discrimination under programs and activities receiving federal financial assistance, of any person in
21 the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as
22 implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other
23 pertinent executive orders such as Executive Order 13166, directives, circulars, policies,
24 memoranda, and/or guidance documents.
 - 25 2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons
26 with Limited English Proficiency," seeks to improve access to federally assisted programs and
27 activities for individuals who, because of national origin, have Limited English proficiency (LEP).
28 Recipient understands that denying a person access to its programs, services, and activities

1 because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights
2 Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient
3 shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure
4 that LEP persons have meaningful access to its programs, services, and activities. Recipient
5 understands and agrees that meaningful access may entail providing language assistance services,
6 including oral interpretation and written translation where necessary, to ensure effective
7 communication in the Recipient's programs, services, and activities.

- 8 3. Recipient agrees to consider the need for language services for LEP persons when Recipient
9 develops applicable budgets and conducts programs, services, and activities. As a resource, the
10 Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information
11 on taking reasonable steps to provide meaningful access for LEP persons, please visit
12 <http://www.lep.gov>.
- 13 4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of
14 continued receipt of federal financial assistance and is binding upon Recipient and Subrecipient's
15 successors, transferees, and assignees for the period in which such assistance is provided.
- 16 5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors,
17 subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and
18 agrees to incorporate the following language in every contract or agreement subject to Title VI and
19 its regulations between the Recipient and the Subrecipient's sub-grantees, contractors,
20 subcontractors, successors, transferees, and assignees:

21 *The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall*
22 *comply with Title VI of the Civil Rights Act of 1964, which prohibits subrecipients of federal*
23 *financial assistance from excluding from a program or activity, denying benefits of, or*
24 *otherwise discriminating against a person on the basis of race, color, or national origin (42*
25 *U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI*
26 *regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of*
27 *this contract (or agreement). Title VI also includes protection to persons with "Limited*
28 *English Proficiency" in any program or activity receiving federal financial assistance , 42*

1 *U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI*
2 *regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this*
3 *contract or agreement.*

- 4 6. Recipient understands and agrees that if any real property or structure is provided or improved with
5 the aid of federal financial assistance by the Department of the Treasury, this assurance obligates
6 the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the
7 real property or structure is used for a purpose for which the federal financial assistance is extended
8 or for another purpose involving the provision of similar services or benefits. If any personal property
9 is provided, this assurance obligates the Recipient for the period during which it retains ownership
10 or possession of the property.
- 11 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of
12 the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration,
13 mediation, litigation, and monitoring of any settlement agreements that may result from these
14 actions. The Recipient shall comply with information requests, on-site compliance reviews and
15 reporting requirements.
- 16 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any
17 complaints of discrimination on the grounds of race, color, or national origin, and limited English
18 proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and
19 provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or
20 completed, including outcome. Recipient also must inform the Department of the Treasury if
21 Recipient has received no complaints under Title VI.
- 22 9. Recipient must provide documentation of an administrative agency's or court's findings of non-
23 compliance of Title VI and efforts to address the non-compliance, including any voluntary
24 compliance or other agreements between the Recipient and the administrative agency that made
25 the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must
26 provide documentation of the settlement. If Recipient has not been the subject of any court or
27 administrative agency finding of discrimination, please so state.

1 10. If the Recipient makes sub-awards to other agencies or other entities, the Subrecipient is
2 responsible for ensuring that sub-recipients also comply with Title VI and other applicable
3 authorities covered in this document. State agencies that make sub-awards must have in place
4 standard grant assurances and review procedures to demonstrate that they are effectively
5 monitoring the civil rights compliance of subrecipients.
6

7 The United States of America has the right to seek judicial enforcement of the terms of this assurances
8 document, and nothing in this document alters or limits the federal enforcement measures that the United
9 States may take in order to address violations of this document or applicable federal law.
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EXHIBIT B

1 **CORONAVIRUS STATE LOCAL FISCAL RECOVERY FUNDS**

2 **AMENDMENT TO SUBRECIPIENT AGREEMENT**

3 This Obligation Timeline Amendment to Subrecipient Agreement No. A-22-539 (“Amendment”)
4 is dated _____ and is between City of Mendota (“Subrecipient”) and the County of Fresno
5 (“County”), a political subdivision of the State of California.

6 **Recitals**

7 A. On March 11, 2021, the President signed into law the American Rescue Plan Act of 2021
8 (“ARPA”) which established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”)
9 Program.

10 B. The Treasury’s 2021 Interim Final Rule (IFR), 2022 Final Rule (FR), and 2023 IFR permit ARPA-
11 SLFRF to be used to cover costs for eligible activities described in the 2022 FR for the period that
12 begins March 3, 2021, and ends on December 31, 2024. The 2022 FR states that recipients must return
13 any funds to the Treasury which are not obligated by December 31, 2024, and any funds not expended
14 to cover such obligations by December 31, 2026.

15 C. The Treasury’s ARPA guidance designates recipients, such as the County, accountable to
16 Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the
17 SLFRF statute, SLFRF Award Terms and Conditions, other applicable federal statutes and regulations,
18 and reporting requirements.

19 D. On November 29, 2022, the County and the Subrecipient entered into a subrecipient agreement,
20 which is County agreement number A-22-539 (“Agreement”).

21 E. To ensure that Subrecipient complies with the Treasury’s obligation deadlines, the Agreement
22 requires that Subrecipient further obligates its award under Section 1 General Obligations of the
23 Subrecipient.

24 F. On November 20, 2023, the United States Department of the Treasury’s (Treasury) issued the
25 2023 Obligation Interim Final Rule (OIFR) which amended the definition of “obligation” with respect to
26 the ARPA-SLFRF program and clarified the application of the obligation deadline to subrecipients. The
27 OIFR clarified that the obligation deadline applies only to the recipient of ARPA, and a cost is
28

1 considered to have been incurred once a recipient enters a subaward or contract that obligates the
2 recipient to cover that cost.

3 G. The 2023 OIFR clarified that subrecipients are not subject to the December 31, 2024, obligation
4 deadline, and that neither subrecipients nor contractors need to take additional steps to obligate SLFRF
5 funds after entering into a subaward or contract with the recipient.

6 H. The County desires to amend the Agreement to revise standard language in the Timeline
7 subsection of Section 1 General Obligations of the Subrecipient to align with the provisions of the 2023
8 OIFR.

9 The parties therefore agree as follows:

10 1. The Timeline subsection in Section 1, subsection H, of the Agreement, is deleted in its entirety,
11 and replaced with the following:

12 “Subrecipient shall ensure that the Program is diligently undertaken and completed, and all SLFRF
13 granted under this Agreement are fully expended, no later than December 31, 2026. By August 31,
14 2024, Subrecipient shall analyze, and shall report to County in writing, whether it can complete the
15 Program or fully expend the SLFRF granted under this Agreement by December 31, 2026. No later
16 than by December 31, 2025, Subrecipient shall submit a second written report to the County stating
17 whether the Subrecipient can complete the Program and fully expend the SLFRF granted under this
18 Agreement by December 31, 2026. Following issuance of either of these reports to County, if
19 Subrecipient anticipates that any portion of SLFRF granted under this Agreement will not be fully
20 expended on the Program by December 31, 2026, within ten (10) calendar days, the Subrecipient
21 shall notify the County in writing of its intent to waive SLFRF previously allocated to Subrecipient
22 and/or return to the County any portion of SLFRF provided by this Agreement.”

23 2. When both parties have signed this Amendment, the Agreement and this Amendment together
24 constitute the Agreement.

25 3. The Subrecipient represents and warrants to the County that:

26 a. The Subrecipient is duly authorized and empowered to sign and perform its obligations under
27 this Amendment.

1 The parties are signing this Amendment on the date stated in the introductory clause.

2 **Subrecipient**

3 **County of Fresno**

4 _____
5 Cristian Gonzalez, City Manager
6 City of Mendota

County Administrative Officer of the
County of Fresno

7 Mailing Address:
8 City of Mendota
9 643 Quince Street
Mendota CA, 93640

APPROVED AS TO LEGAL FORM
Daniel C. Cederborg, County Counsel

10 By: _____
11 Deputy

12 For accounting use only:
13 Org: 1033
14 Fund: 0026
15 Subclass: 91021
16 Account: 7845

APPROVED AS TO ACCOUNTING
FORM
Oscar J. Garcia, CPA
Auditor-Controller/Treasurer-Tax
Collector

17 By: _____
18 Deputy

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPOINTING A CITY COUNCILMEMBER TO SERVE ON THE RECREATION COMMISSION
DATE: JULY 23, 2024

ISSUE

Shall the City Council appoint a City Councilmember to serve on the Recreation Commission?

BACKGROUND

In 2015, the City of Mendota (“City”) established the Recreation Commission (“Commission”) to discuss parks and recreation related matters in the City. The Commission consists of seven (7) Commissioners which are made up of: four (4) at-large residents of the City, one (1) representative of the Mendota Unified School District, one (1) representative of the Planning Commission, and one (1) representative of the City Council.

ANALYSIS

On July 9, 2024, Mayor Pro Tem Libertad “Liberty” Lopez resigned from her position on the Recreation Commission resulting in the vacancy of the one (1) position for the City Councilmember representative. The City Council must appoint a City Councilmember representative to complete the remainder of term, through January 31, 2025.

FISCAL IMPACT

There is no fiscal impact related to the appointment of a City Councilmember representative to the Recreation Commission.

RECOMMENDATION

Staff recommends that the City Council discuss the item and appoint a City Councilmember to serve on the Recreation Commission.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JEFFREY O’NEAL, AICP, CITY PLANNER
VIA: WYATT CZESHINSKI, ASSISTANT CITY PLANNER
SUBJECT: REZONE NO. 24-01
DATE: JULY 23, 2024

ISSUE

Shall the City Council waive the second reading and adopt Ordinance No. 24-04, amending the official City of Mendota Zoning Map to rezone Assessor’s Parcel Number (“APN”) 013-105-18 from the R2 (Multiple Family Medium High Density Residential – Min. 3,000 SQ. FT. per lot) zone district to the R1 (Single Family Medium Density Residential – Min. 6,000 SQ. FT. per lot) zone district and find that the rezone (Rezone 24-01) is absolved of further environmental analysis pursuant to California Environmental Quality Act (“CEQA”) Guidelines Section 15183.

BACKGROUND

The Planning and Building Department has received an application for a rezone which proposes to change the zoning designation of Assessor’s Parcel Number 013-105-18, a 0.172-acre site, from R-2 to R-1. The site is currently vacant and undeveloped. At this time, no new development is being proposed.

| | |
|--------------------------|---|
| <u>Applicant:</u> | Peter Moua, Moua Engineering & Surveying LLC |
| <u>Location:</u> | (APN 013-105-18) Marie Street and Seventh Street See Attachment 1 |
| <u>Site Size:</u> | 0.172 acres (7,500 square feet) |
| <u>General Plan:</u> | Medium Density Residential See Attachment 2 |
| <u>Zoning:</u> | R-2 See Attachment 3 |
| <u>Existing Use:</u> | Vacant |
| <u>Surrounding Uses:</u> | Northeast – Residential; R-1 Southeast – Vacant; R-2 Southwest – Railroad; M-1 Northwest – Vacant; R-2 |
| <u>Street Access:</u> | Marie Street, Public Alleyway |

ANALYSIS

A tentative parcel map, pursuant to Senate Bill 9 (“SB9”), was recently approved by the City Council for APN 013-105-18. Staff correspondence with the California Department of Housing and Urban Development (“HCD”) has indicated that HCD interprets SB9 to apply to Single Family zone districts that are exclusively for single family housing. APN 013-105-18 is located

within the R-2 zone district, a zone district that allows for both single family and multi-family housing development. In order to align with HCD’s interpretation of SB9, APN 013-105-18 has been proposed to be rezoned to R-1. The R-1 zone district is consistent with the site’s Medium Density Residential land use designation.

The City of Mendota Planning Commission considered Rezone 24-01 at a regularly scheduled meeting on June 18, 2024. The Planning Commission passed Resolution No. PC 24-06, recommending that the City Council approve Rezone 24-01 and find that the action be absolved of further environmental analysis under CEQA.

ENVIRONMENTAL

The first step in complying with the California Environmental Quality Act (“CEQA”) is to determine whether the activity in question constitutes a “project” as defined by CEQA (Public Resources Code Section 21000, et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.). A “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

Rezone 24-01 does not authorize any particular activity. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. The site would be rezoned to be consistent with the site’s existing General Plan land use designation. Therefore, staff supports the filing of a Notice of Determination utilizing the City’s General Plan and General Plan Environmental Impact Report, absolving the Project of further environmental analysis pursuant to CEQA Guidelines section 15183.

PUBLIC NOTICE

Notice of the public hearing was published in the June 28, 2024, edition of *The Business Journal*, posted at City Hall and the City’s website, and sent to property owners within 300 feet of the subject site via US Mail.

At its regular meeting held on July 9, 2024, the City Council waived the first reading of Ordinance No. 24-04 and held the public hearing for the item.

FISCAL IMPACT

Review and processing of rezones are paid for by the applicant, and the project is responsible for payment of all applicable development impact fees. No development has been proposed. Any future development would be responsible for payment of fees consistent with the appropriate standards at the time of application.

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt Ordinance No. 24-04, amending the official City of Mendota Zoning Map to reflect the change requested under

Rezone No. 24-01 and finding that the action is absolved of further environmental analysis pursuant to CEQA Guidelines Section 15183.

Attachments:

1. Aerial Map
2. General Plan Land Use Map
3. Existing Zoning Map
4. Rezone Map
5. Ordinance No. 24-04

Attachment 1: Aerial Map



Attachment 2: General Plan Land Use Map



Attachment 3: Existing Zoning Map



Attachment 4: Rezone Map



\\N\224\jopping.com\gis\mappers\2\Mendota_City of Mendota\GIS\Dr-Guang_Planning Services\City Project Files\2024\2024-01-01 - Initiative Parcel Map No. 20-01\00-00\Map\City of Mendota - Initiative Parcel Map No. 24-01_City of Mendota - Initiative Parcel Map No. 24-01.aprx

Attachment 5: Ordinance No. 24-04

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

ORDINANCE NO. 24-04

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MENDOTA AMENDING THE OFFICIAL CITY OF MENDOTA ZONING MAP IN THE MATTER OF REZONE NO. 24-01

WHEREAS, on May 14, 2024, the Mendota City Council approved Tentative Parcel Map 24-01, approving the subdivision of Assessor’s Parcel Number (“APN”) 013-105-18 pursuant to Senate Bill 9 (“SB9”); and

WHEREAS, staff correspondence with the California Department of Housing and Urban Development (“HCD”) has indicated that HCD interprets SB9 to require urban lot splits pursuant to SB9 to apply exclusively to sites zoned for only single family residential; and

WHEREAS, APN 013-105-18 is located within the R-2 (Multiple Family Medium High Density Residential – Min. 3,000 SQ. FT. per lot), a zone district that allows both single family and multi-family housing; and

WHEREAS, to align with the HCD interpretation of SB9, APN 013-105-18 has been proposed to be rezoned to R-1 (Single Family Medium Density Residential – Min. 6,000 SQ. FT. per lot), a zone district that allows for single family housing, but not multi-family housing; and

WHEREAS, the R-1 zone district is consistent with the site’s General Plan land use designation of Medium Density Residential; and

WHEREAS, the City has determined that the Project is consistent with the City’s previously adopted General Plan and certified General Plan Environmental Impact Report, absolving it of further environmental analysis pursuant to CEQA Guidelines section 15183; and

WHEREAS, at a regular meeting on June 18, 2024, the Mendota Planning Commission considered Rezone 24-01 and recommended that the City Council approve Rezone No. 24-01 and find that the action is absolved of further environmental analysis; and

WHEREAS, at a regular meeting on July 9, 2024, the Mendota City Council considered Rezone No. 24-01; and

WHEREAS, notice of said public hearing was published in the June 28, 2024, edition of *The Business Journal*, posted at City Hall and the City’s website, and sent to property owners within 300 feet of the subject site via US Mail; and

WHEREAS, under Title 17 of the Mendota Municipal Code, the City Council has the authority to approve rezones.

NOW THEREFORE, the City Council of the City of Mendota does ordain as follows:

SECTION 1. The Planning Commission and City Council of Mendota have duly noticed and held public hearings for Rezone No. 24-01, which proposes to rezone APN 013-105-18 from the R-2 zone district to the R-1 zone district.

SECTION 2. Based on the testimony and information presented at the public hearings held for Rezone No. 24-01, the City Council has determined that the rezoning of the subject parcel is consistent with the General Plan and General Plan Environmental Impact Report. Rezone No. 24-01 is thereby absolved of further environmental analysis pursuant to CEQA Guidelines Section 15183. Any subsequent development of the site would conform to the development standards of the resulting zone district proposed by Rezone No. 24-01. The City Council has further determined that the rezoning of the subject parcel is in the best interest of the City of Mendota.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 4. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

SECTION 5. 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 9th day of July, 2024, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 23rd day of July, 2024, and its amendments are made retroactively effective as of the effective date of Ordinance No. 24-04, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JEFFREY O’NEAL, AICP, CITY PLANNER
VIA: WYATT CZESHINSKI, ASSISTANT CITY PLANNER
SUBJECT: REZONE NO. 24-02
DATE: JULY 23, 2024

ISSUE

Shall the City Council waive the second reading and adopt Ordinance No. 24-05, amending the official City of Mendota Zoning Map to rezone Assessor’s Parcel Number (“APN”) 013-105-19 from the R2 (Multiple Family Medium High Density Residential – Min. 3,000 SQ. FT. per lot) zone district to the R1 (Single Family Medium Density Residential – Min. 6,000 SQ. FT. per lot) zone district and find that the rezone (Rezone No. 24-02) is absolved of further environmental analysis pursuant to California Environmental Quality Act (“CEQA”) Guidelines Section 15183.

BACKGROUND

The Planning and Building Department has received an application for a rezone which proposes to change the zoning designation of APN 013-105-19, a 0.172-acre site, from R-2 to R-1. The site is currently vacant and undeveloped. At this time, no new development is being proposed.

| | |
|--------------------------|---|
| <u>Applicant:</u> | Peter Moua, Moua Engineering & Surveying LLC |
| <u>Location:</u> | (APN 013-105-19) Marie Street and Seventh Street See Attachment 1 |
| <u>Site Size:</u> | 0.172 acres (7,500 square feet) |
| <u>General Plan:</u> | Medium Density Residential See Attachment 2 |
| <u>Zoning:</u> | R-2 See Attachment 3 |
| <u>Existing Use:</u> | Vacant |
| <u>Surrounding Uses:</u> | Northeast – Residential; R-1 Southeast – Vacant; R-2 Southwest – Railroad; M-1 Northwest – Vacant; R-2 |
| <u>Street Access:</u> | Marie Street, Public Alleyway |

ANALYSIS

A tentative parcel map, pursuant to Senate Bill 9 (“SB9”), was recently approved by the City Council for APN 013-105-19. Staff correspondence with the California Department of Housing and Urban Development (“HCD”) has indicated that HCD interprets SB9 to apply to Single Family zone districts that are exclusively for single family housing. APN 013-105-19 is located within the R-2 zone district, a zone district that allows for both single family and multi-family

housing development. In order to align with HCD’s interpretation of SB9, APN 013-105-19 has been proposed to be rezoned to R-1. The R-1 zone district is consistent with the site’s Medium Density Residential land use designation.

The City of Mendota Planning Commission considered Rezone No. 24-02 at a regularly scheduled meeting on June 18, 2024. The Planning Commission passed Resolution No. PC 24-07, recommending that the City Council approve Rezone 24-02 and find that the action be absolved of further environmental analysis under CEQA.

ENVIRONMENTAL

The first step in complying with the California Environmental Quality Act (“CEQA”) is to determine whether the activity in question constitutes a “project” as defined by CEQA (Public Resources Code Section 21000, et seq.) and the CEQA Guidelines (California Code of Regulations, Title 14, Chapter 3, Section 15000, et seq.). A “project” consists of the whole of an action (i.e., not the individual pieces or components) that may have a direct or reasonably foreseeable indirect effect on the environment. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves an amendment to the zoning ordinance as described in CEQA Guidelines Section 15378(a)(1).

Rezone No. 24-02 does not authorize any particular activity. Any proposed future development would be subject to CEQA analysis if subject to discretionary approvals. The site would be rezoned to be consistent with the site’s existing General Plan land use designation. Therefore, staff supports the filing of a Notice of Determination utilizing the City’s General Plan and General Plan Environmental Impact Report, absolving the Project of further environmental analysis pursuant to CEQA Guidelines section 15183.

PUBLIC NOTICE

Notice of the public hearing was published in the June 28, 2024, edition of *The Business Journal*, posted at City Hall and the City’s website, and sent to property owners within 300 feet of the subject site via US Mail.

At its regular meeting held on July 9, 2024, the City Council waived the first reading of Ordinance No. 24-05 and held the public hearing for the item.

FISCAL IMPACT

Review and processing of rezones are paid for by the applicant, and the project is responsible for payment of all applicable development impact fees. No development has been proposed. Any future development would be responsible for payment of fees consistent with the appropriate standards at the time of application.

RECOMMENDATION

Staff recommends that the City Council waive the second reading and adopt Ordinance No. 24-05, amending the official City of Mendota Zoning Map to reflect the change requested under Rezone No. 24-02 and finding that the action is absolved of further environmental analysis pursuant to CEQA Guidelines Section 15183.

Attachments:

1. Aerial Map
2. General Plan Land Use Map
3. Existing Zoning Map
4. Rezone Map
5. Ordinance No. 24-05

Attachment 1: Aerial Map



Attachment 2: General Plan Land Use Map



Attachment 3: Existing Zoning Map



Attachment 4: Rezone Map



Attachment 5: Ordinance No. 24-05

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

ORDINANCE NO. 24-05

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MENDOTA AMENDING THE OFFICIAL CITY OF MENDOTA ZONING MAP IN THE MATTER OF REZONE NO. 24-02

WHEREAS, on May 14, 2024, the Mendota City Council approved Tentative Parcel Map 24-02, approving the subdivision of Assessor’s Parcel Number (“APN”) 013-105-19 pursuant to Senate Bill 9 (“SB9”); and

WHEREAS, staff correspondence with the California Department of Housing and Urban Development (“HCD”) has indicated that HCD interprets SB9 to require urban lot splits pursuant to SB9 to apply exclusively to sites zoned for only single family residential; and

WHEREAS, APN 013-105-19 is located within the R-2 (Multiple Family Medium High Density Residential – Min. 3,000 SQ. FT. per lot), a zone district that allows both single family and multi-family housing; and

WHEREAS, to align with the HCD interpretation of SB9, APN 013-105-19 has been proposed to be rezoned to R-1 (Single Family Medium Density Residential – Min. 6,000 SQ. FT. per lot), a zone district that allows for single family housing, but not multi-family housing; and

WHEREAS, the R-1 zone district is consistent with the site’s General Plan land use designation of Medium Density Residential; and

WHEREAS, the City has determined that the Project is consistent with the City’s previously adopted General Plan and certified General Plan Environmental Impact Report, absolving it of further environmental analysis pursuant to CEQA Guidelines section 15183; and

WHEREAS, at a regular meeting on June 18, 2024, the Mendota Planning Commission considered Rezone No. 24-02 and recommended that the City Council approve Rezone No. 24-02 and find that the action is absolved of further environmental analysis; and

WHEREAS, at a regular meeting on July 9, 2024, the Mendota City Council considered Rezone No. 24-02; and

WHEREAS, notice of said public hearing was published in the June 28, 2024, edition of *The Business Journal*, posted at City Hall and the City’s website, and sent to property owners within 300 feet of the subject site via US Mail; and

WHEREAS, under Title 17 of the Mendota Municipal Code, the City Council has the authority to approve rezones.

NOW THEREFORE, the City Council of the City of Mendota does ordain as follows:

SECTION 1. The Planning Commission and City Council of Mendota have duly noticed and held public hearings for Rezone No. 24-02, which proposes to rezone APN 013-105-19 from the R-2 zone district to the R-1 zone district.

SECTION 2. Based on the testimony and information presented at the public hearings held for Rezone No. 24-02, the City Council has determined that the rezoning of the subject parcel is consistent with the General Plan and General Plan Environmental Impact Report. Rezone No. 24-02 is thereby absolved of further environmental analysis pursuant to CEQA Guidelines Section 15183. Any subsequent development of the site would conform to the development standards of the resulting zone district proposed by Rezone No. 24-02. The City Council has further determined that the rezoning of the subject parcel is in the best interest of the City of Mendota.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 4. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

SECTION 5. 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 9th day of July, 2024, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 23rd day of July, 2024, and its amendments are made retroactively effective as of the effective date of Ordinance No. 24-05, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONFIRMING THE DIAGRAM AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2019-01 FOR FISCAL YEAR 2024-2025
DATE: JULY 23, 2024

ISSUE

Shall the City Council adopt Resolution No. 24-41, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2024-2025?

BACKGROUND

At its regular meeting of July 9, 2019, the City Council adopted Resolution No. 19-48 forming the Landscape and Lighting Maintenance District (“LLMD”) 2019-01 to cover the costs for landscape maintenance and park lighting operations and maintenance associated with City of Mendota (“City”) Tract 6218 (La Colonia). According to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the “Act”), an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.” (SHC, § 22566.)

The landscape improvements included in LLMD 2019-01 were accepted by the City as follows: the interior park improvements were accepted by the City in February 2021, the in-tract improvements which included the landscaping along Barboza Street were accepted in May 2021, and the Bass Avenue landscaping was accepted on April 12, 2022.

ANALYSIS

The costs expended by the City during the last Fiscal Year (“FY”) 2022-2023 for park maintenance was \$9,645.00 and for lighting maintenance was \$1,190.00; totaling \$10,835.00 for LLMD 2019-01, which is within the overall budget of \$21,768.00. Because of this, the levy for landscape maintenance has not changed from last year; however, the levy for the lighting has increased by the maximum allowable by the Consumer Price Index increase of 3.3% from January 2023 to January 2024 to account for increase in energy costs. The total assessment per parcel increased by \$0.05 to a total of \$256.24.

The City Manager and City Attorney have reviewed the Engineer’s Report and are satisfied that it meets the requirements of the Act. On June 25, 2024, the City Council accepted the Engineer’s Report for FY 2024-2025, declared its intention to levy and collect assessments for FY 2024-2025, and scheduled the public hearing for consideration of assessments for the July 23, 2024,

regular City Council meeting. The City has provided public notice of the public hearing in accordance with the Act.

FISCAL IMPACT

This item will not have negative financial impact. The assessment will result in income to the City in excess of \$21,000.00 per year, which is dedicated to the costs for landscape maintenance and park lighting operation and maintenance within LLMD 2019-01.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-41, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2024-2025.

Attachments:

1. Resolution No. 24-41
2. Exhibit “A” - Engineer’s Report for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2024-2025

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

RESOLUTION NO. 24-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA CONFIRMING THE DIAGRAM AND AUTHORIZING THE LEVY AND COLLECTION OF ASSESSMENTS FOR LANDSCAPE AND LIGHTING MAINTENANCE DISTRICT NO. 2019-01 FOR FISCAL YEAR 2024-2025

WHEREAS, the Landscape and Lighting Act of 1972, California Streets and Highways Code (“SHC”) section 22500, et seq. (“Act”), allows agencies, including cities, to create landscape and lighting maintenance districts to assess property owners for the cost of maintaining landscaping and operating lighting systems which provide special benefit to the property owners in the district over and above the benefits received by City of Mendota (“City”) residents at large; and

WHEREAS, on July 9, 2019, the City Council adopted Resolution No. 19-48 forming the Landscape and Lighting Maintenance District 2019-01 (“LLMD 2019-01”) to accommodate the La Colonia subdivision and fund improvements for landscape maintenance, including center median landscaping and parkway landscaping along the major perimeter street (Bass Avenue), center median landscaping and parkway landscaping along the primary ingress/egress street (Barboza Street), public easement (paseo) landscaping, neighborhood park open space area landscaping, and supplemental park lighting; and

WHEREAS, in accordance with the Act, on June 25, 2024, the City adopted a resolution of intention, Resolution No. 24-31, which accepted the Engineer’s Report for Fiscal Year 2024-2025, declared its intention to levy and collect the assessments for Fiscal Year 2024-2025, and called for a public hearing regarding the levying of the proposed assessment which was scheduled for July 23, 2024; and

WHEREAS, in accordance with the Act and Government Code section 6061, the City provided notice of the public hearing to consider the adoption of the proposed assessment.

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

1. The City Council hereby determines that the territory within LLMD No. 2019-01, whose boundaries are set forth in the Engineer’s Report for the LLMD No. 2019-01 for fiscal year 2024-2025, and on file with the City Clerk will be the territory benefited by the maintenance and servicing of the improvements described in said Engineer’s Report.

2. The public hearing on said annual levy of assessments for the LLMD No. 2019-01 was held in accordance with law on July 23, 2024.
3. The Engineer's Report, attached hereto as Exhibit "A," the diagram for LLMD No. 2019-01, and the assessment of the estimated costs of the improvements contained therein, are adopted and approved.
4. The City Council hereby orders the levy and collection of the approved assessments for the fiscal year 2024-2025 pursuant to Streets and Highways Code section 22500, *et seq.*
5. The City hereby authorizes and directs the City Manager, or his designee, to work with the County of Fresno Assessor to add the approved levies to the 2024-2025 property tax roll.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of July, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

City of Mendota

ENGINEER'S REPORT

Landscape and Lighting Maintenance District No. 2019-01

Fiscal Year 2024/2025

June 4, 2024

Prepared for:
City of Mendota

Prepared by:
Provost & Pritchard Consulting Group
455 W. Fir Avenue, Clovis 93611

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Report Prepared for:

City of Mendota

643 Quince Street
Mendota, CA 93640

Contact:

Cristian Gonzalez, City Manager

Report Prepared by:

Provost & Pritchard Consulting Group

Michael Osborn, PE
City Engineer
559-449-2700

mosborn@ppeng.com



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1 Introduction

1.1 Background

This report is prepared pursuant to the Landscape and Lighting Act of 1972, which is Part 2 of Division 15 of the California Streets and Highways Code (the “Act”). The Act allows agencies, including cities, to create Landscape and Lighting Maintenance Districts (LLMD) to assess property owners for the cost of maintaining landscaping, and operating lighting systems which provide special benefit to the property owners included in the LLMD which are over and above the benefits received by the City’s residents at large.

In July 2019 the City Council approved the formation of the Landscape and Lighting Maintenance District 2019-01 (LLMD 2019-01) and the levy of assessments to fund the landscape maintenance and the park lighting operation within Tract 6218, “La Colonia”.

Per the Act, an engineer shall prepare a report for “each fiscal year for which assessments are to be levied and collected to pay the costs of the improvements described in the report.” (§22566 SHC)

This Engineer’s report describes LLMD 2019-01, including its boundaries; the properties which are included; the facilities which will be constructed, operated, and/or maintained; the amount proposed for assessment to the benefitting properties; the method proposed for apportionment of the assessment; and the dollar amount of the assessment proposed to be levied on each property within the LLMD. The assessments adopted by the City Council (the Council) must be prepared in accordance with the Act.

The Council must review the Engineer’s Report and may either order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and the assessments proposed to be levied and placed on the County tax roll for the coming fiscal year, the Council would then order the levy and collection of assessments for the fiscal year pursuant to the Act.

For the purposes of the LLMD 2019-01, the proposed operating and maintenance costs associated with the improvements and the benefitting properties have been closely reviewed and evaluated. The method of apportioning costs has been developed to provide an equitable method of calculating the benefit that various properties receive from the improvements. The assessments established for this fiscal year account for the anticipated operating and maintenance expenses for public areas of landscaping and for operation of special landscape and security lighting systems in the areas identified.

LLMD 2019-01 provides a mechanism to annually adjust the assessment to allow the City to keep income closely related to ongoing expense, without having to hold annual public hearings as would otherwise be required. This assessment adjustment mechanism allows the City Council to annually increase the maximum assessment rates by the greater of inflation (based on the Consumer Price Index) or two percent (2%). Should this automatic increase provision become inadequate to keep pace with actual expenses, a new calculation of costs and proposed assessments can be made and new assessment hearings may be held to confirm the increased assessments.

The area which is included in LLMD 2019-01 is shown on the Assessment Diagram in Appendix A. The Assessment Diagram shows the boundary of the LLMD, the areas to be maintained, and all of the properties that are assessed. This Engineer’s Report (“Report”) describes the LLMD, and the proposed assessments for this fiscal year. The maintenance, operation and servicing of the improvements associated with the LLMD that provides a special benefit to the properties in that area are tabulated, and each parcel is assessed

proportionately for those costs that are found to be a special benefit to the properties within the LLMD. The budget and assessments are based on the City's estimated cost to provide these services.

LLMDs can include multiple "Benefit Zones," or areas which are assessed for the costs related to differing improvements related to the properties within each zone. This LLMD may be expanded in the future to include additional properties and Benefit Zones, by vote of the City Council. For this fiscal year, LLMD 2019-01 consists of a single Benefit Zone.

1.2 Parcels Included in LLMD 2019-01

The word "parcel", for the purposes of this Report, refers to an individual property assigned its own address and its own Assessor's Parcel Number (APN) as assigned by the Fresno County Assessor's Office. The Fresno County Auditor/Controller uses APNs and specific Fund Numbers to identify properties assessed for Special District Benefit Assessments such as proposed for this LLMD on the property tax roll.

The City Council will review the Engineer's Report and the assessment information will be submitted to the County Auditor/Controller and will be included on the property tax roll for each parcel for this fiscal year.

1.3 Improvements Eligible for Inclusion

While not all of the following are included costs in LLMD 2019-01, the Act defines eligible improvements to mean one or any combination of the following, and any or all could be included in future assessments should the need arise:

- The installation or planting of landscaping;
- The installation or construction of statuary, fountains, and other ornamental structures and facilities;
- The installation or construction of public lighting facilities;
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
- The maintenance or servicing, or both, of any of the foregoing;
- The acquisition of any existing improvement otherwise authorized pursuant to this section.

Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5;
- Costs associated with any elections held for the approval of a new or increased assessment.

The Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement;
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
- The removal of trimmings, rubbish, debris, and other solid waste;
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

2 Description of LLMD 2019-01

LLMD 2019-01 includes the entire boundary of Tract 6218, also known as the La Colonia subdivision. The boundary and layout of the LLMD 2019-01 are shown on the Assessment Diagram in Appendix A. All parcels within the tract are within a single zone of benefit.

Costs included in the proposed assessments include those associated with operations and maintenance of unique landscaping and lighting elements constructed by the developer and dedicated to the City, as described below. All of these are considered to be over and above the level of improvement customarily provided by the City, and therefore provide a special benefit to the property owners within LLMD 2019-01.

2.1 LLMD Purpose and Services Provided

LLMD 2019-01 provides for the ongoing maintenance and operation of landscaping, landscape and security lighting, graffiti abatement and related services within the public spaces located within LLMD 2019-01, as detailed in the sections below.

The costs and assessments set forth in this Report are based upon the City's estimate of the expenses related to the operation and maintenance of the LLMD 2019-01 improvements, including labor, personnel, utilities, equipment, materials, administration and incidental expenses.

Parcels that receive special benefits from the improvements within each Zone share in the cost of the services and improvements associated only with that Zone. For this fiscal year LLMD 2019-01 consists of a single Benefit Zone. The total amount to be assessed within the Zone for the operation and maintenance of the improvements is equitably spread among the benefiting parcels.

2.2 Landscape Maintenance

Landscape maintenance areas within the LLMD 2019-01 include center median landscaping and parkway landscaping along Bass Avenue, the major perimeter street, and including the center circle of the roundabout; center median landscaping and parkway landscaping along Barboza Street (between Bass Avenue and Ramirez Avenue), the primary access street to the tract; public easement (paseo) landscaping; and the neighborhood park open space area landscaping. Particular services provided may include, but would not be limited to:

- Fertilizing, cultivating, pruning, and replacing plant materials all landscape improvements within the medians, parkways, entryways, paseos and pocket park open space areas within the LLMD including street trees, turf, ground cover, shrubs, irrigation and drainage systems;
- Weed abatement;
- Painting and repairing of all sound walls, fencing, and necessary appurtenances. These may include but are not limited to shade structures, picnic tables, outdoor grills benches, trash and coal receptacles and similar items;
- Repair or replacement of colored, stamped concrete or river rock surfacing;
- Solid waste and litter collection

As noted above, LLMD 2019-01 includes only a single Benefit Zone. If additional areas are added to LLMD 2019-01 in the future, each area would be counted as a distinct and separate Benefit Zone. Improvements which would be operated and maintained may vary from zone to zone.

Landscape improvements within LLMD 2019-01 will be maintained and serviced on a regular basis. The frequency and specific maintenance and operations required within LLMD 2019-01 and each Benefit Zone will be determined weekly by City staff. The net costs associated with the improvements will be equitably spread to parcels proportionately according to the special benefits received.

2.3 Lighting Operation and Maintenance

LLMD 2019-01 includes supplemental lighting in the neighborhood park area. Cost for operation and maintenance of this light are included in the initial assessment. These costs include:

- Electrical power
- Lamp and LED replacement
- Graffiti removal and/or painting
- Replacement of broken or damaged parts

No other lighting improvements are included in LLMD 2019-01 at this time. As additional Benefit Zones are added, the costs of operating and maintaining the full variety of supplemental lighting improvements within those new Benefit Zones may be assessed to properties within those zones.

3 Method of Assessment

Pursuant to the Act, the costs incurred by the LLMD may be apportioned by any formula or method which fairly distributes the net amount to be assessed among assessable parcels in proportion to the estimated benefits to be received by each parcel from the assessed improvements. In order to accomplish this requirement, the formula used for calculating special benefits within the LLMD must reflect the land use composition of the parcels, the types of improvements being operated, and the maintenance and operations services provided.

The City must identify all parcels which have special benefits conferred upon them and which are to be assessed, in relationship to the entirety of the public improvement and the maintenance and operation expenses being provided.

3.1 Benefit Analysis

In conjunction with the provisions of the Act, the California Constitution, in Article XIIIID, defines a number of terms which are essential to an acceptable and equitable levy of assessments:

Section 2d defines “District” as follows:

“an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property related service.”

Section 2i defines “Special Benefit” as follows:

“a particular and distinct benefit over and above general benefits conferred on real property located in the District or to the public at large. General enhancement of property value does not constitute “special benefit.”

Section 4a defines “Proportional Special Benefit Assessments” as follows:

“An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.”

3.2 Potential Special Benefits of Landscaping Improvements

The special benefits of additional landscaping within the LLMD boundaries include:

- Enhanced aesthetic environment
- Additional greenspace and shade within the tract
- Enhanced home values due to increase in overall greenspace within the development.
- Enhanced home values due to increased attractiveness of entrance frontage and entrance road median

3.3 Potential Special Benefits of Special Lighting Improvements

The potential benefits of special landscape and lighting within the boundaries of the LLMD include:

- Convenience, safety, and security of property, improvements, and goods
- Improvement of usability of greenspace areas
- Enhanced deterrence of crime and the aid to police protection
- Improved ability of pedestrians to see potential obstacles

3.4 Assessment Methodology

Each parcel in LLMD 2019-01 is assigned a weighting factor known as an Assessment Unit (AU) to identify the parcel's proportionate special benefit from specific improvements. Each parcel's AU is calculated based on the parcel's land use, development status and/or size as compared to other parcels within the LLMD, as determined to be appropriate for each type of expense.

A typical single-family residential property will be assigned an AU of 1.00, and all other property types will be assigned an AU proportionate to the special benefits they receive as compared to this single-family residential property.

The total number of Assessment Units in each Zone will then be divided into the total dollar amount to be assessed (also known as the Balance to Levy, a term defined in the Act) to establish the Levy per AU (the Assessment Rate). The Assessment Rate will then be multiplied by the parcel's AU to establish the parcel's Levy Amount.

Put mathematically, the formulas for the method of apportionment will be as follows:

$$\text{Total Balance to Levy} / \text{Total AU in Zone} = \text{Levy per AU (Rate)}$$

$$\text{Levy per AU (Rate)} \times \text{Parcel's Calculated AU} = \text{Parcel's Levy Amount}$$

LLMD 2019-01 provides for operation and maintenance of improvements that enhance the presentation, aesthetics and public safety aspects of the included properties. These improvements will directly benefit the parcels to be assessed within the LLMD 2019-01. The assessments and method of apportionment are based on the premise that the assessments will be used to operate and maintain landscape and lighting improvements within LLMD 2019-01, and that the assessment revenues generated by LLMD 2019-01 will be used solely for such purposes. This reports finds the following:

- The costs of operation and maintenance of the proposed improvements have been identified and allocated to properties within LLMD 2019-01 based on a determined special benefit.
- The LLMD improvements are not required nor necessarily desired by any properties or developments outside the LLMD 2019-01 boundary. Therefore, any public access or use of these local improvements by others is incidental and there is no measurable general benefit to properties outside LLMD 2019-01 or to the public at large.
- The LLMD improvements, associated costs and assessments are localized, and the construction and installation of the improvements are only necessary for the development of properties within LLMD 2019-01.

- The improvements provided by LLMD 2019-01 and for which properties will be assessed have been identified as an essential component and local amenity that provide a direct reflection and extension of the properties within LLMD 2019-01.
- The method of assessment set forth in this Report assumes that each assessed property receives special benefits from the landscape and lighting improvements within LLMD 2019-01, over and above any general community benefit.
- The assessment obligation for each parcel reflects that parcel's proportional share of special benefits as compared to other properties within LLMD 2019-01.
- Pursuant to the provisions of the Act, the improvements and the associated costs described in this Report have been carefully reviewed and have been allocated proportionally to properties within LLMD 2019-01.

Every parcel within LLMD 2019-01 has a land use classification based on the City's designation. While primary land use classification (i.e., Residential versus Non-Residential) can be a factor appropriate to help identify the special benefits conveyed to each property within a LLMD, it is not a factor used here since all properties carry the same residential land use classification.

Because landscape improvements associated with residential properties are usually located on the perimeter of a residential subdivision, or serve the needs of properties located within reasonable walking distance thereof, landscape improvements are typically associated with the entire development and are considered to provide substantially similar and equal benefits to each residential unit. Therefore, all residential properties are assigned 1.00 AU per unit as their proportional allocation of the landscape improvement costs whether a residential unit has been constructed or merely approved for development.

Similarly, for a typical residential tract development with landscaping and/or supplemental lighting within and adjacent to the development, the benefit to each residential property is reasonably equal and each residential parcel is assigned 1.00 AU.

No parcels in the City of Mendota are assessed for standard street lighting, and the same holds true here.

3.5 Annual Adjustments to Assessments

Most operations and maintenance budget items are typically impacted by inflation. Generally, any new or increased assessments to offset these increased costs require certain noticing, meeting, and balloting requirements by law. However, Government Code Section 54954.6(o) provides that a "new or increased assessment" does not include "an assessment which does not exceed an assessment formula or range of assessments...previously adopted by the agency or approved by the voters in the area where the assessment is imposed." This definition of an increased assessment was later confirmed by Senate Bill 919 (the Implementing Legislation for Proposition 218). The following describes the assessment adjustment formula to be applied within LLMD 2019-01:

The maximum assessment amount allowed for each fiscal year may be increased in an amount equal to the greater of: (1) two percent (2.0%), or (2) the percentage increase of the Local Consumer Price Index (CPI). The Consumer Price Index to be applied is for the West Region for All Urban Consumers, as developed by U.S. Bureau of Labor Statistics.

Each fiscal year the City shall compute the percentage difference between the CPI on January 1, and the CPI for the previous January 1, or a similar 12-month time period. This percentage difference shall then establish the range of increased assessments allowed based on CPI. Should the Bureau of Labor Statistics revise such

index or discontinue the preparation of such index, the City shall use the revised index or comparable system as approved by the City Council for determining fluctuations in the cost of living.

In the event that the City Council determines that the maximum inflation adjustment allowed to the assessments is not required for a given fiscal year, the City Council may adopt an assessment less than the allowable maximum assessment for that year. If the budget and assessments for the LLMD or any Zone requires an increase greater than the adjustment set forth in the formula in order to maintain solvency and cash flow within the LLMD or Zone, the proposed larger increase could be implemented but would be subject to majority protest by the property owners subject to the increased assessment.

3.6 LLMD Budget for Maintenance and Operations

The following tables provide summaries of the Landscape and Lighting Maintenance Operation budgets for LLMD 2019-01. These tables identify the costs and assessment rates applied to each Assessment Unit within the initial single Zone that will be necessary to cover the costs and expenses of operating and maintaining the improvements that provide special benefits to properties within LLMD 2019-01.

The improvements within LLMD 2019-01 were accepted and transferred to the City as follows: the park landscaping and lighting was accepted on February 9, 2021, Barboza Street landscaping was accepted on May 25, 2021, and Bass Avenue landscaping was accepted on April 12, 2022.

The City has incurred expenses related to LLMD 2019-01 and while the landscape maintenance fell within the current budget, costs for the lighting have increased. The calculated CPI from January 2023 to January 2024 is 3.3% and this increase will be applied to the Assessed Levy under the Lighting Maintenance Budget.

Table 3-1 presents the budget for landscape maintenance over a year of operation.

Table 3-1 Landscape Maintenance Budget

| | |
|--|------------------|
| Direct Costs | |
| Contract Landscape Maintenance | \$ 18,326 |
| City Water | \$ 500 |
| City Labor (Streets) | \$ 912 |
| Maintain Park Appertenances | \$ 900 |
| Administration Costs | |
| City Cost Allocation | \$ 1,000 |
| Balance to Levy | \$ 21,638 |
| Calculation of Assessments | |
| Number of Parcels Assessed | 85 |
| Total Equivalent Benefit Units | 85 |
| Assessed Levy per AU, '20/'21 to '23/'24 | \$ 254.56 |
| Maximum Levy* per AU, 2023/2024 | \$ 270.60 |
| Maximum Levy* per AU, 2024/2025 | \$ 279.53 |
| Assessed Levy per AU, 2024/2025 | \$ 254.56 |

* as increased by CPI

Table 3-2, on the following page, presents the budget for lighting maintenance and operation over the last year of operation.

Table 3-2 Lighting Maintenance Budget

| Direct Costs | |
|------------------------|------------------|
| Park Light Electricity | \$ 42.80 |
| Park Light Maintenance | \$ 100 |
| Balance to Levy | \$ 142.80 |

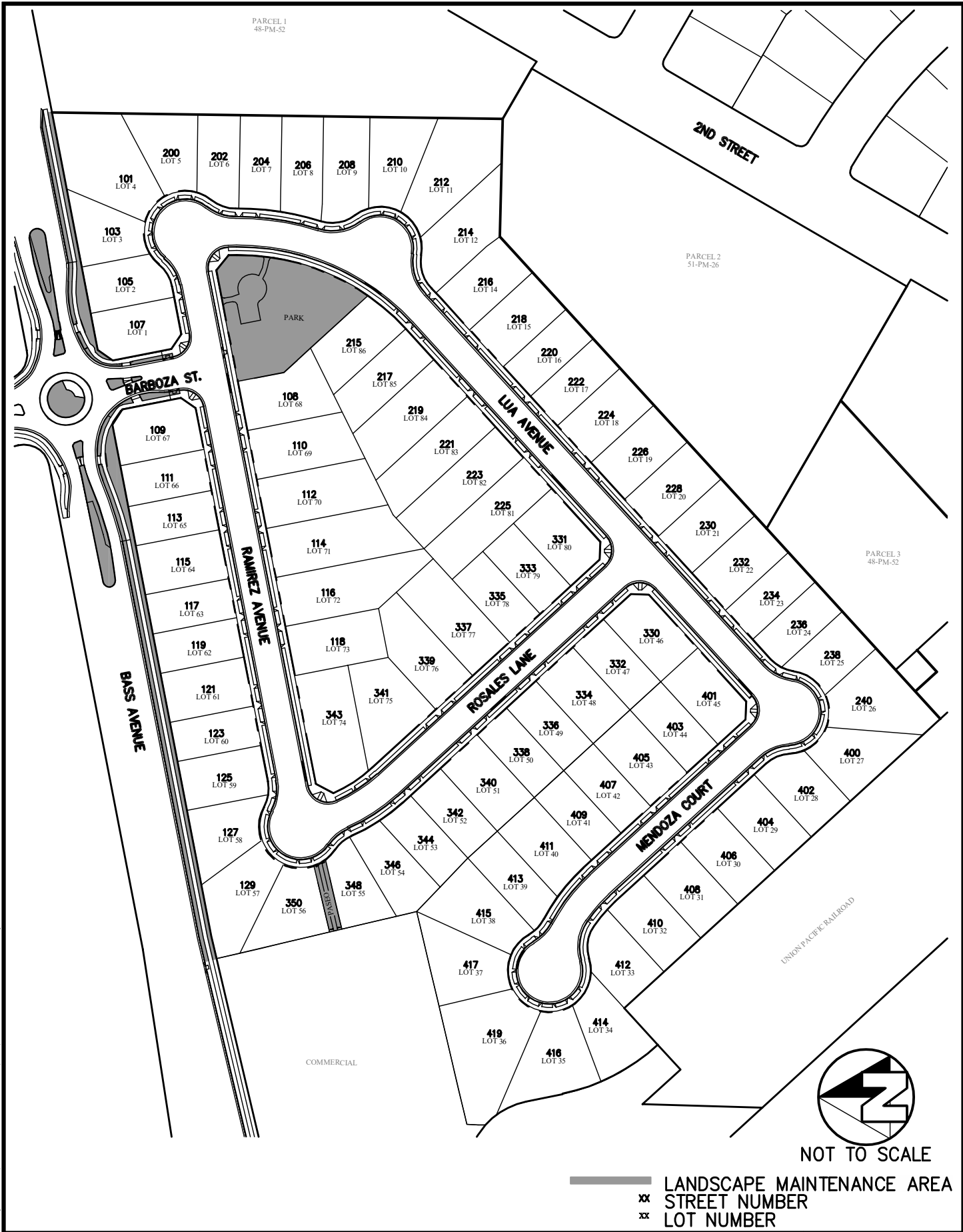
| Calculation of Assessments | |
|-----------------------------------|---------|
| Number of Parcels Assessed | 85 |
| Total Equivalent Benefit Units | 85 |
| Assessed Levy per AU, 2023/2024 | \$ 1.63 |
| Maximum Levy* per AU, 2024/2025 | \$ 1.68 |
| Assessed Levy per AU, 2024/2025 | \$ 1.68 |

* as increased by CPI

Appendix A

Assessment Diagram

The attached Assessment Diagram shows the boundary of LLMD 2019-01 and all of the parcels included within that boundary. All of the residential parcels are included on the Assessment Roll, which appears as Appendix B. The non-residential and public benefit parcels are not included in the allocation of LLMD costs.



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PROVOST & PRITCHARD

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An Employee Owned Company

CITY OF MENDOTA

LANDSCAPE & LIGHTING MAINTENANCE DISTRICT 2019-01

APPENDIX A – ASSESSMENT DIAGRAM

DESIGN ENGINEER:

DATE: APRIL 2022

JOB NO:

SHEET OF

Appendix B

LLMD 2019-01 Assessment Roll

An Assessment Roll (a listing of all parcels assessed within LLMD 2019-01 and the amount of their assessment) has been filed with the City Clerk and is, by reference, made part of this Report. The assessment roll will be available for public inspection in the City Clerk's Office during normal City of Mendota office hours.

The Assessment Roll reflects all properties currently identified within LLMD 2019-01 and their proposed assessment amount(s) for this fiscal year. Each lot or parcel listed on the assessment roll is or will be shown and illustrated on the County Assessor's Roll and has been or will be assigned a County Assessor's Parcel Number. These records are, by reference, made part of this Report and shall govern for all details concerning the description of the lots or parcels. All assessments presented on the assessment roll are subject to change as a result of parcel changes made by the County including parcel splits, parcel merges or development changes that occur prior to the County securing the roll and generating tax bills for this fiscal year.

City of Mendota
Landscape & Lighting Maintenance District No. 2019-01

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2024/2025

CPI increase Jan 2023 to Jan 2024: 3.3%

| | | | |
|------------------------------|--|-------------|--------------|
| Total Amount to be Assessed: | | Landscape: | \$ 21,638.00 |
| | | Lighting: | \$ 142.80 |
| | | Total Levy: | \$ 21,780.80 |

| Tract 6218 | | | | Fiscal Year Levy | | |
|-------------------|----------------|-------------------|-------------|-------------------------|----------|-----------|
| Lot No. | APN | Address | Assigned AU | Landscape | Lighting | Total |
| 1 | 013 - 442 - 01 | 107 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 2 | 013 - 442 - 02 | 105 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 3 | 013 - 442 - 03 | 103 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 4 | 013 - 442 - 04 | 101 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 5 | 013 - 442 - 05 | 200 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 6 | 013 - 442 - 06 | 202 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 7 | 013 - 442 - 07 | 204 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 8 | 013 - 442 - 08 | 206 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 9 | 013 - 442 - 09 | 208 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 10 | 013 - 442 - 10 | 210 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 11 | 013 - 442 - 11 | 212 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 12 | 013 - 442 - 12 | 214 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 14 | 013 - 442 - 13 | 216 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 15 | 013 - 442 - 14 | 218 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 16 | 013 - 452 - 01 | 220 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 17 | 013 - 452 - 02 | 222 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 18 | 013 - 452 - 03 | 224 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 19 | 013 - 452 - 04 | 226 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 20 | 013 - 452 - 05 | 228 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 21 | 013 - 452 - 06 | 230 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 22 | 013 - 452 - 07 | 232 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 23 | 013 - 452 - 08 | 234 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 24 | 013 - 452 - 09 | 236 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 25 | 013 - 452 - 10 | 238 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 26 | 013 - 452 - 11 | 240 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 27 | 013 - 452 - 12 | 400 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 28 | 013 - 452 - 13 | 402 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 29 | 013 - 452 - 14 | 404 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 30 | 013 - 452 - 15 | 406 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 31 | 013 - 452 - 16 | 408 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 32 | 013 - 452 - 17 | 410 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 33 | 013 - 452 - 18 | 412 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 34 | 013 - 452 - 19 | 414 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 35 | 013 - 452 - 20 | 416 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 36 | 013 - 441 - 01 | 419 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 37 | 013 - 441 - 02 | 417 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 38 | 013 - 441 - 03 | 415 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 39 | 013 - 441 - 04 | 413 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 40 | 013 - 441 - 05 | 411 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 41 | 013 - 441 - 06 | 409 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 42 | 013 - 441 - 07 | 407 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 43 | 013 - 451 - 01 | 405 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 44 | 013 - 451 - 02 | 403 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |
| 45 | 013 - 451 - 03 | 401 Mendoza Court | 1.0 | \$ 254.56 | \$ 1.68 | \$ 256.24 |

City of Mendota
Landscape & Lighting Maintenance District No. 2019-01

Benefit Zone 01 -- Tract 6218

Assessment Roll -- Fiscal Year 2024/2025

CPI increase Jan 2023 to Jan 2024: 3.3%

Total Amount to be Assessed:

Landscape: \$ 21,638.00
 Lighting: \$ 142.80
 Total Levy: \$ 21,780.80

| Tract 6218 | | | | | Fiscal Year Levy | | |
|--------------------|----------------|------------------|--------------------|------------------|-------------------------|--------------|-----------|
| Lot No. | APN | Address | Assigned AU | Landscape | Lighting | Total | |
| 46 | 013 - 451 - 04 | 330 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 47 | 013 - 451 - 05 | 332 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 48 | 013 - 451 - 06 | 334 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 49 | 013 - 441 - 08 | 336 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 50 | 013 - 441 - 09 | 338 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 51 | 013 - 441 - 10 | 340 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 52 | 013 - 441 - 11 | 342 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 53 | 013 - 441 - 12 | 344 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 54 | 013 - 441 - 13 | 346 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 55 | 013 - 441 - 14 | 348 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 56 | 013 - 441 - 15 | 350 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 57 | 013 - 441 - 16 | 129 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 58 | 013 - 441 - 17 | 127 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 59 | 013 - 441 - 18 | 125 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 60 | 013 - 441 - 19 | 123 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 61 | 013 - 441 - 20 | 121 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 62 | 013 - 441 - 21 | 119 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 63 | 013 - 441 - 22 | 117 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 64 | 013 - 441 - 23 | 115 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 65 | 013 - 441 - 24 | 113 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 66 | 013 - 441 - 25 | 111 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 67 | 013 - 441 - 26 | 109 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 68 | 013 - 443 - 19 | 108 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 69 | 013 - 443 - 18 | 110 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 70 | 013 - 443 - 17 | 112 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 71 | 013 - 443 - 16 | 114 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 72 | 013 - 443 - 15 | 116 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 73 | 013 - 443 - 14 | 118 Ramirez Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 74 | 013 - 443 - 13 | 343 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 75 | 013 - 443 - 12 | 341 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 76 | 013 - 443 - 11 | 339 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 77 | 013 - 443 - 10 | 337 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 78 | 013 - 443 - 09 | 335 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 79 | 013 - 443 - 08 | 333 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 80 | 013 - 443 - 07 | 331 Rosales Lane | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 81 | 013 - 443 - 06 | 225 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 82 | 013 - 443 - 05 | 223 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 83 | 013 - 443 - 04 | 221 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 84 | 013 - 443 - 03 | 219 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 85 | 013 - 443 - 02 | 217 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| 86 | 013 - 443 - 01 | 215 Lua Ave | 1.0 | \$ 254.56 | \$ 1.68 | \$ | 256.24 |
| Total Levy: | | | | \$ 21,638.00 | \$ 142.80 | \$ | 21,780.80 |

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JEFFREY O’NEAL, AICP, CITY PLANNER
BY: WYATT CZESHINSKI, ASSISTANT CITY PLANNER
SUBJECT: APPLICATION NO. 24-30, ESCOBAR ZONING TEXT AMENDMENT
DATE: JULY 23, 2024

ISSUE

Shall the City Council introduce and waive the first reading of Ordinance No. 24-06, amending Mendota Municipal Code (“MMC”) Section 17.24.080 and finding that such activities are exempt from further environmental analysis pursuant to California Environmental Quality Act (“CEQA”) Guidelines Section 15061(b)(3)?

BACKGROUND

The Community Development Department has received an application from Benjamin Escobar requesting to amend the MMC. The request seeks to eliminate subsection G of MMC Section 17.24.080, which reads as follows:

“The date of manufacture of all manufactured housing and mobilehomes shall be no more than ten years from the date of the application for issuance of a building permit.”

This standard applies to all single family manufactured homes and mobilehomes within the R-1 (Single Family/Medium Density Residential) zone district.

ANALYSIS

Elimination of MMC Section 17.24.080(G) would allow owners of property within the R-1 zone district to utilize manufactured homes and mobilehomes that were manufactured more than 10 years prior to the date on which a building permit application was made. The State, in response to its declared Housing Crisis, has made housing availability a priority and the elimination of this provision in the MMC would reduce restrictions on housing, aligning with the goals of the State. If this Zoning Text Amendment were to be approved manufactured homes and mobilehomes provided in Mendota which have been manufactured 10 or more years prior to building permit application will still be required to meet a local and State regulations, such as the California Building Code, the California Health and Safety Code, and all applicable City development standards.

The City of Mendota Planning Commission considered the Zoning Text Amendment proposed under Application No. 24-30 at a regularly scheduled meeting on June 18, 2024. The Planning Commission passed Resolution No. PC 24-08, recommending that the City Council approve the Zoning Text Amendment and find that the action be absolved of further environmental analysis under CEQA.

ENVIRONMENTAL

The first step in complying with the California Environmental Quality Act (“CEQA”) is to determine whether the activity in question constitutes a “project” as defined by CEQA, Public Resources Code Section 21000, et seq. and the CEQA Guidelines, California Code of Regulations Section 15000, et seq. The second step is to determine whether the project is subject to or exempt from the statute. This proposal qualifies as a project under CEQA because it involves the issuance to a person of a “lease, permit, license, certificate, or other entitlement for use” as described in CEQA Guidelines Section 15378. However, the proposed ordinance amendment does not approve or otherwise authorize any specific activity that could result in a physical change to the environment; it is solely an amendment to regulations. In cases where it can be shown with certainty that the project being considered has no possibility of causing a significant impact to the environment, the project is not subject to CEQA as indicated in Guidelines Section 15061(b)(3). Further, any future activity taken pursuant to the code as amended would be ministerial in nature (i.e., a building permit) and not subject to CEQA on its own.

PUBLIC NOTICE

In accordance with MMC Section 17.08.040(F), a Notice of Public Hearing was published in *The Business Journal* on June 28, 2024. It was also posted at City Hall and on the City’s website.

The public hearing regarding Ordinance No. 24-06 was originally noticed and placed on the agenda for the City Council’s consideration at the regularly scheduled meeting on July 9, 2024, however it was continued by unanimous vote of the City Council to the City Council’s regularly scheduled meeting on July 23, 2024.

FISCAL IMPACT

Costs for processes initiated by applicants are paid for through application fees. There is no impact to the General Fund or other City funds.

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of Ordinance No. 24-06, amending MMC Section 17.024.080 and finding that such activities are exempt from further environmental analysis under CEQA Guidelines Section 15061(b)(3).

Attachment:

1. Ordinance No. 24-06

Attachment 1: Ordinance No. 24-06

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

ORDINANCE NO. 24-06

AN ORDINANCE OF THE COUNCIL OF THE CITY OF MENDOTA AMENDING MENDOTA MUNICIPAL CODE SECTION 17.024.080 IN THE MATTER OF APPLICATION NO. 24-30

WHEREAS, Benjamin Escobar (“Applicant”) has submitted Application No. 24-30, which includes a Zoning Text Amendment, seeking to amend Title 17 of the Mendota Municipal Code (“MMC”); and

WHEREAS, the Zoning Text Amendment requests the elimination of Mendota Municipal Code section 17.24.080(G); and

WHEREAS, MMC section 17.24.080(G) states “The date of manufacture of all manufactured housing and mobilehomes shall be no more than ten years from the date of the application for issuance of a building permit”; and

WHEREAS, approval of the Zoning Text Amendment proposed under Application No. 24-30 would eliminate the age restriction for applicants wishing to secure building permits for manufactured homes or mobilehomes in the R-1 (Single Family/Medium Density Residential) zone district; and

WHEREAS, the State of California has declared a Housing Crisis; and

WHEREAS, elimination of MMC section 17.24.080(G) removes restrictions on housing within the City of Mendota, better aligning the City’s zoning code with the State’s housing goals; and

WHEREAS, all manufactured homes and mobilehomes are required to meet all regulations governing such use, including the California Building Code, the California Health and Safety Code, and all applicable City development standards; and

WHEREAS, the City has determined that the project is exempt under the California Environmental Quality Act (“CEQA”) in accordance with CEQA Guidelines Section 15061(b)(3), Common Sense Exemption, and that no additional environmental analysis is required; and

WHEREAS, at a regular meeting on June 18, 2024, the Mendota Planning Commission considered the Zoning Text Amendment proposed under Application No. 24-30 and recommended that the City Council approve the Zoning Text Amendment and find that the action is absolved of further environmental analysis; and

WHEREAS, at a regular meeting on July 9, 2024, the Mendota City Council hosted a public hearing to consider the proposed Zoning Text Amendment under Application No. 24-30; and

WHEREAS, notice of said public hearing was published in the June 28, 2024, edition of *The Business Journal*, posted at City Hall and the City's website; and

WHEREAS, pursuant to Mendota Municipal Code section 17.08.040, the City Council is the approving body for zoning ordinance amendments.

NOW THEREFORE, the City Council of the City of Mendota does ordain as follows:

SECTION 1. The Planning Commission and City Council of Mendota have duly noticed and held public hearings for Application No. 24-30, which proposes to amend Mendota Municipal Code section 17.024.080.

SECTION 2. Section 17.024.080 of the Mendota Municipal Code is hereby amended to read as follows:

17.24.080 – Architectural standards.

The following architectural standards shall apply to all one-family dwellings, one-family manufactured homes and one-family mobilehomes in the R-1 single-family/medium density residential district.

- A. Metal exterior siding or roofing shall not be permitted except by approval of a minor variance in accordance with the provisions of Section 17.08.080.
- B. Exterior siding materials shall extend within a minimum eight inches from the ground; when a solid concrete or masonry perimeter foundation is used, the siding material need not extend further than four inches below the top of the foundation wall.
- C. The exterior siding material and roofing material utilized on garages and carports shall match the design and materials of the main structure on the lot.
- D. The minimum roof overhang shall be eighteen (18) inches.
- E. The minimum width of the main structure shall be twenty (20) feet or be compatible with existing conventional dwellings within the block in the district.
- F. The main entrance (front door) shall face the adjacent street.
- ~~G. The date of manufacture of all manufactured housing and mobilehomes shall be no more than ten years from the date of the application for issuance of a building permit.~~

- G.** Utility connections, including water, sewer, natural gas and electricity, shall be made permanent in all cases. Utility shut-off valves shall be accessible and shall not be located beneath the structure.
- H.** Certification. All manufactured homes shall be certified under the National Mobilehome Construction and Safety Standards Act of 1974 (42 U.S.C. Section 4501 et seq.).
- I.** Wheels and Axles. All manufactured home tow bars, wheels and axles shall be removed when the manufactured home is installed on a residential lot, so as to be compatible with structures within the existing district.
- J.** Surrender of Registration. Subsequent to applying for the required building permits and prior to occupancy, the owner shall request a certificate of occupancy be issued pursuant to Section 18557 (a) of the California Health and Safety Code. Thereafter, any vehicle license plate, certificate of ownership and certification of registration issued by a state agency is to be surrendered to the appropriate state agencies. Any manufactured home which is permanently attached with foundation must bear a California insignia or federal label, pursuant to Section 18550 (b) of the Health and Safety Code.
- K.** Finish Floor Elevation. All manufactured homes shall be installed on a foundation at the same finish floor elevation compatible to existing standards established within the block in the existing district, and excavated to comply to all standards of the Uniform Building Code, approved by the building official.
- L.** Foundations. All permanent manufactured homes shall be installed on a permanent foundation in accordance with city building codes, state of California Housing and Community Development regulations or a foundation designated by an engineer, licensed within the state of California. The approved method of securing the manufactured home to a permanent foundation shall be detailed when submitting plans for plan check and permit.
- M.** At the time of application for a building permit, and prior to its issuance, the zoning administrator shall review the architectural features and treatment proposed for the residential structure to insure that it is architecturally compatible with other single-family structures in the area. The zoning administrator may require modifications to the proposed structure, to the proposed building materials, to the design, and/or to the siting, in order to insure architectural compatibility with the surrounding neighborhood. The decision of the zoning administrator may be appealed to the planning commission and the decision of the planning commission may be appealed to the city council, as provided in Section 17.08.050.

SECTION 3. Based on the testimony and information presented at the public hearings held for Application No. 24-30, the City Council has determined that the amendment of Mendota Municipal Code section 17.024.080 as proposed under Application No. 24-30 has no potential to impact the environment. Application No. 24-30 is thereby absolved of further environmental analysis pursuant to CEQA Guidelines Section 15061(b)(3). The

City Council has further determined that the elimination of Mendota Municipal Code section 17.024.080(G) is in the best interest of the City of Mendota.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 5. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

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 9th day of July, 2024, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 20th day of August, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**Animal Control
Monthly Log**

| ADDRESS | TYPE | DATE | BREED/DESCRIPTION | SEX | OWNER | IMPOUND Y/N | DOG DISPOSITION | CASE DISPOSITION | OFFENSE | FINE | OFFICER |
|-------------------------------|-------------------|-----------|-----------------------------------|-----|------------|-------------|---------------------------------|------------------------|---------|----------|------------------|
| 620 DIVISADERO | ANIMAL COMPLAINT | 6/1/2024 | LARGE GERMAN SHEP | F | UNK | YES | SLEEP | COMPLETE | N/A | \$0.00 | ALCAZAR |
| DOLLAR GENERAL | ANIMAL COMPLAINT | 6/2/2024 | SMALL HUSKY | M | ██████████ | YES | RETURNED TO OWNER | CITED | 3RD | \$100.00 | ALCAZAR |
| 1891 8TH ST | ANIMAL COMPLAINT | 6/3/2024 | SMALL BRWN CHIH | F | UNK | YES | RESCUE | COMPLETE | N/A | \$0.00 | NAVARRO |
| DOG POUND | LOST/FOUND ANIMAL | 6/3/2024 | SMALL TAN CHIHUAHA | F | ██████████ | NO | RETURNED TO OWNER | COMPLETE | 1ST | \$0.00 | NAVARRO |
| WASHINGTON ELEMENTARY SCHOOL | ANIMAL COMPLAINT | 6/4/2024 | LRG BRWN SHEP MIX | M | UNK | YES | SLEEP | COMPLETE | N/A | \$0.00 | NAVARRO |
| OLLER/ 11TH ST | PUBLIC HAZARD | 6/6/2024 | 1144 CAT | UNK | UNK | NO | DISPOSED | COMPLETE | N/A | \$0.00 | NAVARRO |
| MENDOTA ELEMENTARY | PUBLIC HAZARD | 6/6/2024 | LRG DOG | M | UNK | YES | SLEEP | COMPLETE | N/A | \$0.00 | NAVARRO |
| 652 4TH ST | ANIMAL COMPLAINT | 6/10/2024 | 11 PUPPIES | UNK | ██████████ | NO | OWNER KEPT DOGS/ NO SURRENEDERS | COMPLETE | N/A | \$0.00 | NAVARRO |
| 225 I ST | ANIMAL COMPLAINT | 6/11/2024 | LARGE WHT POODLE PEEING IN GARAGE | UNK | UNK | NO | GONE ON ARRIVAL | GONE ON ARRIVAL | N/A | \$0.00 | NAVARRO |
| 553 SILVA | LOST/FOUND ANIMAL | 6/11/2024 | 2 TAN SMALL POODLES | M | UNK | YES X2 | RESCUE X2 | COMPLETE | N/A | \$0.00 | NAVARRO |
| MENDOTA JUNIOR HIGH | ANIMAL COMPLAINT | 6/12/204 | SMALL BLACK DOG | UNK | UNK | NO | GONE ON ARRIVAL | GONE ON ARRIVAL | N/A | \$0.00 | NAVARRO |
| GUILLEN PARKWAY/ GUILLEN PKWY | ANIMAL COMPLAINT | 6/12/2024 | 1144 DOG | UNK | UNK | NO | DISPOSED | COMPLETE | N/A | \$0.00 | NAVARRO |
| BELMONT/ 8TH | ANIMAL COMPLAINT | 6/14/2024 | 1144 DOG | UNK | UNK | NO | DISPOSED | COMPLETE | N/A | \$0.00 | NAVARRO |
| INEZ/ 7TH ST | ANIMAL COMPLAINT | 6/15/2024 | 3 LRG DOGS | UNK | UNK | NO | GONE ON ARRIVAL | GONE ON ARRIVAL | N/A | \$0.00 | NAVARRO |
| SMOOT/ SORENSON | PUBLIC HAZARD | 6/15/2024 | BLK TAN BULLDOG | M | UNK | YES | DOG POUND | COMPLETE | N/A | \$0.00 | NAVARRO |
| 1782 4TH ST | LOST/FOUND ANIMAL | 6/15/2024 | BLK TAN BULLDOG | M | ██████████ | NO | RETURNED TO OWNER | COMPLETE | 1ST | \$0.00 | NAVARRO |
| 564 J ST | ANIMAL COMPLAINT | 6/17/2024 | 6 DOGS TO SURRENDER | F | UNK | NO | STAYED WITH OWNER | NECESSARY ACTION TAKEN | N/A | \$0.00 | NAVARRO |
| 102 KATE CT | LOST/FOUND ANIMAL | 6/19/2024 | LOOKING FOR SHITZHU | M | ██████████ | NO | N/A | COMPLETE | N/A | \$0.00 | NAVARRO |
| MENDOTA PD | LOST/FOUND ANIMAL | 6/24/2024 | LOOKING FOR LAB RETRIEVER | F | ██████████ | NO | N/A | COMPLETE | N/A | \$0.00 | ALCAZAR |
| AVENAL LANDFILL | SPECIAL DETAIL | 6/24/2024 | N/A | UNK | UNK | NO | N/A | COMPLETE | N/A | \$0.00 | ALCAZAR /NAVARRO |
| 516 I ST | ANIMAL COMPLAINT | 6/24/2024 | KITTENS IN FRONT OF HOUSE | UNK | ██████████ | NO | STAYED WITH OWNER | NECESSARY ACTION TAKEN | N/A | \$0.00 | ALCAZAR /NAVARRO |
| 1090 QUINCE | ANIMAL COMPLAINT | 6/24/2024 | LOOKING FOR BRN/GRAY/ WHT DOG | M | ██████████ | NO | N/A | NECESSARY ACTION TAKEN | N/A | \$0.00 | ALCAZAR |
| 1000 2ND ST | PUBLIC HAZARD | 6/25/2024 | BRN DOG TIED TO ROPE | UNK | UNK | NO | UNABLE TO LOCATE | UNABLE TO LOCATE | N/A | \$0.00 | NAVARRO |
| MENDOTA ELEMENTARY | ANIMAL COMPLAINT | 6/25/2024 | 3 DOGS ON SOCCER FIELD | UNK | UNK | NO | DOGS WENT UNDER C TRAIN | NECESSARY ACTION TAKEN | N/A | \$0.00 | NAVARRO |
| MENDOTA ELEMENTARY | ANIMAL COMPLAINT | 6/25/2024 | SAME DOGS ON SOCCER FIELD | UNK | UNK | NO | DOGS WENT UNDER C TRAIN | NECESSARY ACTION TAKEN | N/A | \$0.00 | NAVARRO |
| 271 TUFT APT 6 | ANIMAL COMPLAINT | 6/25/2024 | SMALL WHT DOG | M | UNK | YES | RESCUE | COMPLETE | N/A | \$0.00 | NAVARRO |
| MENDOTA JUNIOR HIGH | ANIMAL COMPLAINT | 6/26/2024 | WHT DOG WITH BLACK SPOTS | M | UNK | YES | RESCUE | COMPLETE | N/A | \$0.00 | NAVARRO |
| MENDOTA ELEMENTARY | ANIMAL COMPLAINT | 6/26/2024 | SAME DOGS ON SOCCER FIELD | UNK | UNK | NO | ADV STAFF DOGS GO UNDER C TRAIN | NECESSARY ACTION TAKEN | N/A | \$0.00 | NAVARRO |
| 564 J ST | ANIMAL COMPLAINT | 6/26/2024 | 3 SMALL CHIHUAHUAS | F | UNK | YES | RESCUE | COMPLETE | N/A | \$0.00 | NAVARRO |
| 280 FLEMING | ANIMAL COMPLAINT | 6/26/2024 | DOGS AT LARGE | M | ██████████ | NO | CONTAINED BY OWNER | WARNING | N/A | \$0.00 | NAVARRO |
| 652 4TH ST | ANIMAL COMPLAINT | 6/28/2024 | 9 PUPPIES | M/F | ██████████ | YES | SURRENDERED | NECESSARY ACTION TAKEN | N/A | \$450.00 | NAVARRO |

TOTAL: \$550.00

| |
|----------------------|
| RESCUED: 6 |
| SLEEP: 3 |
| RETURNED TO OWNER: 3 |
| AT DOG POUND: 12 |

**Code Enforcement
Monthly Log**

June 2024

| ADDRESS | TYPE OF CASE | 1ST NOTICE | DEADLINE | STATUS | FINE AMOUNT | OFFICER |
|---------------------------|--|------------|-----------|------------------------|-------------|---------|
| 467 OLLER | MUNICODE VIOLATION/ OPEN CONTAINER | 6/1/2024 | N/A | CITED | \$50.00 | ALCAZAR |
| POOL PARK | PATROL CHECKS | 6/1/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| 901 AIRPORT | PATROL CHECKS | 6/1/2024 | N/A | COMPLETE | \$0.00 | ALCAZAR |
| GUILLEN PARKWAY/ MARIE ST | HOMELESS ENCAMPMENT | 6/1/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| 891 MARIE | MUNICODE VIOLATION / WEED ABATEMENT | 6/2/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| 800 BLK MARIE ST | MUNICODE VIOLATION / WEED ABATEMENT | 6/2/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| 800 BLK MARIE ST | MUNICODE VIOLATION / WEED ABATEMENT | 6/2/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| 800 BLK MARIE ST | MUNICODE VIOLATION / WEED ABATEMENT | 6/2/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| 3300 E NORTH AVE | DETAIL | 6/3/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| GUILLEN PARKWAY/ BELMONT | HOMELESS ENCAMPMENT | 6/3/2024 | N/A | NECESSARY ACTION TAKEN | \$0.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/3/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| GAXIOLA/ HERNANDEZ | VEHICLE CHECK | 6/3/2024 | N/A | REPORT TO FOLLOW | \$0.00 | NAVARRO |
| GONZALEZ TOWING | COMMUNITY CONTACT | 6/3/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 607 MARIE ST | MUNICODE VIOLATION / INHABITED TRAILER | 6/3/2024 | N/A | WARNING | \$0.00 | NAVARRO |
| MENDOTA PD | LOBBY TRAFFIC | 6/4/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 851 PUCHEU | COMMUNITY CONTACT | 6/4/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 1758 7TH ST | FOLLOW UP | 6/4/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 851 PUCHEU | FOLLOW UP | 6/4/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MC REPAIRS | COMMUNITY CONTACT | 6/6/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 500 GONZALEZ | VEHICLE CHECK | 6/6/2024 | N/A | CITED | \$100.00 | NAVARRO |
| 280 MALDONADO | VEHICLE CHECK | 6/6/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| 974 2ND ST | MISC. INVESTIGATION ABATEMENT REPORT | 6/7/2024 | N/A | REPORT TO FOLLOW | \$0.00 | NAVARRO |
| 220 VALENZUELA | VENDOR | 6/7/2024 | N/A | GONE ON ARRIVAL | \$0.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/7/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MENDOTA PD | LOBBY TRAFFIC | 6/7/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| SORENSEN HARDWARE | COMMUNITY CONTACT | 6/7/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 791 STAMOULES | VEHICLE CHECK | 6/7/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 867 OLLER | COMMUNITY CONTACT | 6/8/2024 | N/A | COMPLETE | \$0.00 | ALCAZAR |
| POOL PARK | PATROL CHECKS | 6/8/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| POOL PARK | FLAG DOWN | 6/8/2024 | N/A | COMPLETE | \$0.00 | ALCAZAR |
| 467 OLLER | PATROL CHECKS | 6/8/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| 200 DERRICK | PATROL CHECKS | 6/8/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| LOZANO PARK | PATROL CHECKS | 6/8/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| MENDOTA PD | LOBBY TRAFFIC | 6/8/2024 | N/A | COMPLETE | \$0.00 | ALCAZAR |
| 935 RIO FRIO | ABANDONED VEHICLE | 6/10/204 | 6/13/2024 | TAGGED | \$0.00 | NAVARRO |
| 903 RIO FRIOVE | VEHICLE CHECK | 6/10/2024 | 6/13/2024 | TAGGED | \$0.00 | NAVARRO |
| 950 RIO FRIO | VEHICLE CHECK | 6/10/2024 | 6/13/2024 | TAGGED | \$0.00 | NAVARRO |
| 968 RIO FRIO | VEHICLE CHECK | 6/10/2024 | 6/13/2024 | TAGGED | \$0.00 | NAVARRO |
| QUINCE/ JENNINGS | VEHICLE CHECK | 6/10/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 4TH/ NAPLES | COMMUNITY CONTACT | 6/10/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MENDOTA PD | LOBBY TRAFFIC | 6/10/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 647 PEREZ | VENDOR | 6/10/2024 | N/A | CITED | \$250.00 | NAVARRO |
| 830 TULE | ILLEGAL DUMPING | 6/11/2024 | N/A | WARNING | \$0.00 | NAVARRO |
| MENDOTA PD | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 691 INEZ | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 606 JUANITA | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 761 JUANITA | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 566 KATE | FOLLOW UP | 6/12/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| 661 KATE | FOLLOW UP | 6/12/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| 697 KATE | FOLLOW UP | 6/12/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |

**Code Enforcement
Monthly Log**

June 2024

| | | | | | | |
|-------------------|--|-----------|-----------|------------------|----------|---------|
| 1269 MARIE | FOLLOW UP | 6/12/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| 485 NAPLES | FOLLOW UP | 6/12/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| 468 OLLER | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 613 OLLER | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 1037 OLLER | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| QUINCE/ BELMONT | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| JENNINGS/ 9TH | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 885 STAMOULES | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 580 DERRICK | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 640 DERRICK | FOLLOW UP | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| ROJAS PARK | BUISNESS INSPECTION | 6/12/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 181 NAPLES | COMMUNITY CONTACT | 6/13/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/13/2024 | N/A | TAGGED | \$0.00 | NAVARRO |
| MENDOTA PD | LOBBY TRAFFIC | 6/13/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 1106 OLLER | MUNICODE VIOLATION / TAMPERING WITH METER | 6/14/2024 | N/A | CITED | \$100.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/14/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 519 LOLITA | FOLLOW UP | 6/14/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 974 2ND ST | FOLLOW UP | 6/14/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| POOL PARK | PATROL CHECKS | 6/15/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| 901 AIRPORT | PATROL CHECKS | 6/15/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| 885 TULE | VANDALISM | 6/16/2024 | N/A | REPORT TO FOLLOW | \$0.00 | ALCAZAR |
| 1709 JENNINGS | VEHICLE CHECK | 6/17/2024 | 6/20/2024 | CITED /TAGGED | \$50.00 | NAVARRO |
| 1728 JENNINGS | VEHICLE CHECK | 6/17/2024 | 6/20/2024 | CITED/ TAGGED | \$50.00 | NAVARRO |
| 773 QUINCE | MUNICODE VIOLATION / WEED ABATEMENT | 6/17/2024 | N/A | WARNING | \$0.00 | NAVARRO |
| GONZALEZ HALL | COMMUNITY CONTACT | 6/17/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| RAMON'S TIRE SHOP | COMMUNITY CONTACT | 6/17/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 564 J ST | FOLLOW UP | 6/17/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/18/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/18/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/18/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/18/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 800 GARCIA | VEHICLE CHECK | 6/18/2024 | N/A | CITED | \$50.00 | NAVARRO |
| MENDOTA PD | FOLLOW UP | 6/18/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/18/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MENDOTA LIBRARY | FOLLOW UP | 6/18/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 216 K ST | VEHICLE NUISANCE | 6/18/2024 | N/A | GONE ON ARRIVAL | \$0.00 | NAVARRO |
| 580 DERRICK | FOLLOW UP | 6/18/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| FAMILY DOLLAR | MUNICODE VIOLATION / WEEDS | 6/19/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 448 LOLITA | MUNICODE VIOLATION/ JUNK/ ABANDONED VEHS | 6/19/2024 | N/A | CITED | \$300.00 | NAVARRO |
| OLLER/ 9TH | MUNICODE VIOLATION / YARD SALE | 6/20/2024 | N/A | WARNING | \$0.00 | NAVARRO |
| 216 K ST | VEHICLE CHECK | 6/20/2024 | 6/23/2024 | TAGGED | \$0.00 | NAVARRO |
| 524 KATE | MUNICODE VIOLATION / JUNK/ SUBSTANDARD HOUSING | 6/20/2024 | N/A | WARNING | \$0.00 | NAVARRO |
| 6TH/ LOLITA | VEHICLE CHECK | 6/20/2024 | 6/23/2024 | CITED /TAGGED | \$50.00 | NAVARRO |
| KATE/ 6TH | VEHICLE CHECK | 6/20/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 606 JUANITA | FOLLOW UP | 6/20/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MENDOTA PD | LOBBY TRAFFIC | 6/20/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MENDOTA PD | FOLLOW UP | 6/20/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/20/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| BLACK/ SORENSON | PATROL CHECKS | 6/20/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| PEREZ/ BARBOZA | PATROL CHECKS | 6/20/2024 | N/A | CHECKS OKAY | \$0.00 | NAVARRO |
| MENDOTA SMOG | COMMUNITY CONTACT | 6/20/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |

**Code Enforcement
Monthly Log**

June 2024

| | | | | | | |
|------------------------------|---|-----------|-----|------------------------|-------------------|-------------------|
| 506 N KATE | COMMUNITY CONTACT | 6/22/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 230 MCCABE | COMMUNITY CONTACT | 6/22/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 1840 7TH ST | FLAG DOWN | 6/23/2024 | N/A | NECESSARY ACTION TAKEN | \$0.00 | ALCAZAR |
| 9TH/ MARIE | PUBLIC HAZARD/ CROSSING GATES DAMAGED | 6/23/2024 | N/A | NECESSARY ACTION TAKEN | \$0.00 | ALCAZAR |
| 225 LUA | NOISE NUISANCE | 6/23/2024 | N/A | REPORT TO FOLLOW | \$0.00 | ALCAZAR |
| SONORA LAUNDROMAT | MUNICODE VIOLATION/ OPEN CONTAINER | 6/23/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| 225 LUA AVE | FOLLOW UP | 6/23/2024 | N/A | COMPLETE | \$0.00 | ALCAZAR |
| WASHINGTON ELEMENTARY SCHOOL | PATROL CHECKS | 6/24/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| CITY HALL | COMMUNITY CONTACT | 6/24/2024 | N/A | COMPLETE | \$0.00 | ALCAZAR |
| QUINCE/ BELMONT | FOLLOW UP | 6/24/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 1161 OLLER | FOLLOW UP | 6/24/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 1007 OLLER | FOLLOW UP | 6/24/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| DOLLAR GENERAL | MUNICODE VIOLATIONS / WEEDS | 6/24/2024 | N/A | CITED | \$100.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/24/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 524 KATE | FOLLOW UP | 6/24/2024 | N/A | WARNING | \$0.00 | ALCAZAR / NAVARRO |
| 9TH/ LOLITA | VENDOR | 6/24/2024 | N/A | CITED | \$250.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 647 PEREZ | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 654 LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| PEREZ/ LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| PEREZ/ LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| PEREZ/ LOZANO | VEHICLE CHECK | 6/25/2024 | N/A | CITED | \$50.00 | NAVARRO |
| 200 DERRICK | MUNICODE VIOLATION / OPEN CONTAINER (X2) | 6/25/2024 | N/A | CITED | \$100.00 | NAVARRO |
| 507 OLLER | MUNICODE VIOLATION/ WEEDS | 6/25/2024 | N/A | CITED | \$100.00 | NAVARRO |
| 4TH/ I ST | MUNICODE VIOLATION/ SIGN POSTED ON CITY STOP SIGN | 6/25/2024 | N/A | WARNING | \$0.00 | NAVARRO |
| 607 MARIE ST | FOLLOW UP | 6/25/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 630 KATE | FOLLOW UP | 6/25/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 657 PEREZ | GRAND THEFT AUTO | 6/26/2024 | N/A | REPORT TO FOLLOW | \$0.00 | NAVARRO |
| 272 GREGG CT | COMMUNITY CONTACT | 6/26/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| CITY HALL | COMMUNITY CONTACT | 6/27/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 630 KATE | FOLLOW UP | 6/27/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 607 MARIE ST | FOLLOW UP | 6/27/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| MENDOTA PD | FOLLOW UP | 6/27/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 4TH/ OLLER | COMMUNITY CONTACT | 6/28/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| ROJAS PARK | DETAIL | 6/28/2024 | N/A | COMPLETE | \$0.00 | NAVARRO |
| 200 DERRICK | MUNICODE VIOLATION / OPEN CONTAINER (X2) | 6/28/2024 | N/A | CITED | \$100.00 | NAVARRO |
| POOL PARK | PATROL CHECKS | 6/30/2024 | N/A | CHECKS OKAY | \$0.00 | ALCAZAR |
| SONORA MARKET | MUNICODE VIOLATION/ OPEN CONTAINER | 6/30/2024 | N/A | WARNING | \$0.00 | ALCAZAR |
| | | | | TOTAL: | \$2,700.00 | |

MENDOTA POLICE DEPARTMENT

JUNE 2024



| CASE# | ADDRESS | RPT DATE | DAYS | ARREST | CRIME TYPE | CHARGES |
|-------------|---------|-----------|------|--------|-------------------------|---------------------------------|
| 240001189.1 | | 6/1/2024 | Sat | NO | REPOSSESSION | |
| 240001193.1 | | 6/1/2024 | Sat | NO | HIT & RUN | VC 20002 |
| 240001194.1 | | 6/1/2024 | Sat | YES | DUI ARREST | VC 23152 |
| 240001199.1 | | 6/2/2024 | Sun | YES | RECKLESS DRIVING | VC 23103A |
| 240001200.1 | | 6/2/2024 | Sun | NO | HIT & RUN | VC 20002 |
| 240001204.1 | | 6/3/2024 | Mon | NO | VEHICLE STORAGE | VC 22651 |
| 240001205.1 | | 6/3/2024 | Mon | NO | INCIDENT REPORT | |
| 240001207.1 | | 6/3/2024 | Mon | NO | GRAND THEFT | PC 487 |
| 240001208.1 | | 6/3/2024 | Mon | NO | PETTY THEFT | PC 484 |
| 240001211.1 | | 6/3/2024 | Mon | YES | NOISE NUISANCE | PC 415(2) |
| 240001214.1 | | 6/4/2024 | Tue | NO | INCIDENT REPORT | |
| 240001218.1 | | 6/5/2024 | Wed | NO | REPOSSESSION | |
| 240001219.1 | | 6/5/2024 | Wed | NO | INCIDENT REPORT | |
| 240001220.1 | | 6/5/2024 | Wed | YES | PUBLIC INTOXICATION | PC 647F |
| 240001224.1 | | 6/5/2024 | Wed | YES | PUBLIC INTOXICATION | PC 647F |
| 240001226.1 | | 6/5/2024 | Wed | NO | INCIDENT REPORT | |
| 240001228.1 | | 6/5/2024 | Wed | NO | ROBBERY | PC 211 |
| 240001229.1 | | 6/6/2024 | Thu | NO | FIELD INTERVIEW | |
| 240001230.1 | | 6/6/2024 | Thu | YES | PUBLIC INTOXICATION | PC 647F |
| 240001231.1 | | 6/6/2024 | Thu | NO | PETTY THEFT | PC 484 |
| 240001232.1 | | 6/6/2024 | Thu | NO | GRAND THEFT | PC 484 |
| 240001233.1 | | 6/6/2024 | Thu | NO | VANDALISM | PC 594 |
| 240001234.1 | | 6/6/2024 | Thu | NO | HIT & RUN | VC 20002 |
| 240001237.1 | | 6/7/2024 | Fri | NO | INCIDENT REPORT | |
| 240001239.1 | | 6/7/2024 | Fri | NO | FIELD INTERVIEW | |
| 240001240.1 | | 6/7/2024 | Fri | NO | FIELD INTERVIEW | |
| 240001241.1 | | 6/7/2024 | Fri | YES | AGGRAVATED ASSAULT (DV) | PC 273.5 |
| 240001242.1 | | 6/7/2024 | Fri | YES | NARCOTICS VIOLATION | HS 11377A, VC 14601.2A, WARRANT |
| 240001246.1 | | 6/8/2024 | Sat | YES | PAROLE VIOLATION | PC 3056 |
| 240001247.1 | | 6/8/2024 | Sat | NO | MENTALLY UNSTABLE | WI 5150 |
| 240001248.1 | | 6/8/2024 | Sat | NO | AGGRAVATED ASSAULT | PC 245A1 |
| 240001249.1 | | 6/8/2024 | Sat | NO | GRAND THEFT AUTO | VC 10851 |
| 240001251.1 | | 6/9/2024 | Sun | NO | SIMPLE ASSAULT | PC 242 |
| 240001252.1 | | 6/9/2024 | Sun | NO | FIELD INTERVIEW | |
| 240001254.1 | | 6/9/2024 | Sun | NO | FIELD INTERVIEW | |
| 240001255.1 | | 6/9/2024 | Sun | NO | FIELD INTERVIEW | |
| 240001258.1 | | 6/10/2024 | Mon | NO | SIMPLE ASSAULT | PC 242 |
| 240001261.1 | | 6/10/2024 | Mon | NO | MENTALLY UNSTABLE | WI 5150 |
| 240001266.1 | | 6/11/2024 | Tue | NO | REPOSSESSION | |
| 240001269.1 | | 6/11/2024 | Tue | NO | FIELD INTERVIEW | |
| 240001270.1 | | 6/11/2024 | Tue | YES | OPEN CONTAINER | BP 25620 |
| 240001273.1 | | 6/11/2024 | Tue | NO | INCIDENT REPORT | |

MENDOTA POLICE DEPARTMENT

JUNE 2024



| CASE# | ADDRESS | RPT DATE | DAYS | ARREST | CRIME TYPE | CHARGES |
|-------------|---------|-----------|------|--------|-------------------------|------------------------------|
| 240001275.1 | | 6/12/2024 | Wed | NO | FIELD INTERVIEW | |
| 240001276.1 | | 6/12/2024 | Wed | YES | WARRANT ARREST | PC 978.5 |
| 240001278.1 | | 6/12/2024 | Wed | NO | PETTY THEFT | PC 484 |
| 240001280.1 | | 6/12/2024 | Wed | YES | NARCOTICS VIOLATION | HS 11377 |
| 240001281.1 | | 6/12/2024 | Wed | NO | RO VIOLATION | PC 166(A)(5) |
| 240001282.1 | | 6/12/2024 | Wed | NO | VEHICLE STORAGE | VC 22500 |
| 240001283.1 | | 6/12/2024 | Wed | NO | HIT & RUN | VC 20002 |
| 240001284.1 | | 6/12/2024 | Wed | NO | HIT & RUN | VC 20002 |
| 240001285.1 | | 6/13/2024 | Thu | NO | INCIDENT REPORT | |
| 240001287.1 | | 6/13/2024 | Thu | NO | VANDALISM | PC 594 |
| 240001290.1 | | 6/13/2024 | Thu | NO | FIELD INTERVIEW | |
| 240001291.1 | | 6/13/2024 | Thu | YES | WARRANT ARREST | PC 978.5 |
| 240001292.1 | | 6/13/2024 | Thu | NO | MISSING PERSON | |
| 240001294.1 | | 6/14/2024 | Fri | NO | REPOSSESSION | |
| 240001295.1 | | 6/14/2024 | Fri | YES | OPEN CONTAINER | BP 25620 |
| 240001297.1 | | 6/14/2024 | Fri | YES | PUBLIC INTOXICATION | PC 647F |
| 240001298.1 | | 6/14/2024 | Fri | YES | AGGRAVATED ASSAULT | PC 417A2 |
| 240001305.1 | | 6/16/2024 | Sun | NO | VANDALISM | PC 594 |
| 240001306.1 | | 6/16/2024 | Sun | NO | GRAND THEFT AUTO | VC 10851 |
| 240001307.1 | | 6/16/2024 | Sun | YES | OPEN CONTAINER | BP 25620 |
| 240001308.1 | | 6/16/2024 | Sun | NO | AGGRAVATED ASSAULT | PC 245A1 |
| 240001312.1 | | 6/16/2024 | Sun | YES | AGGRAVATED ASSAULT (DV) | PC 273.5, PC 273.6, PC 242 |
| 240001313.1 | | 6/16/2024 | Sun | NO | VEHICLE BURGLARY | PC 459 |
| 240001314.1 | | 6/16/2024 | Sun | YES | WARRANT ARREST | PC 978.5 |
| 240001318.1 | | 6/17/2024 | Mon | NO | TRAFFIC COLLISION | |
| 240001319.1 | | 6/17/2024 | Mon | NO | SEX REGISTRANT | PC 290 |
| 240001320.1 | | 6/17/2024 | Mon | NO | TRAFFIC COLLISION | |
| 240001321.1 | | 6/17/2024 | Mon | NO | GRAND THEFT | PC 487 |
| 240001323.1 | | 6/17/2024 | Mon | NO | VANDALISM | PC 594, PC 591, PC 422 |
| 240001325.1 | | 6/18/2024 | Tue | NO | TRAFFIC COLLISION | |
| 240001326.1 | | 6/18/2024 | Tue | YES | WARRANT ARREST | PC 978.5, HS 11377, HS 11364 |
| 240001327.1 | | 6/18/2024 | Tue | NO | ROBBERY | PC 211 |
| 240001329.1 | | 6/19/2024 | Wed | YES | WARRANT ARREST | PC 978.5 |
| 240001330.1 | | 6/19/2024 | Wed | YES | WARRANT ARREST | PC 978.5 |
| 240001332.1 | | 6/19/2024 | Wed | NO | GRAND THEFT AUTO | VC 10851 |
| 240001333.1 | | 6/20/2024 | Thu | YES | OPEN CONTAINER | BP 25620 |
| 240001334.1 | | 6/20/2024 | Thu | YES | INDECENT EXPOSURE | PC 314 |
| 240001338.1 | | 6/20/2024 | Thu | NO | INCIDENT REPORT | |
| 240001339.1 | | 6/20/2024 | Thu | YES | BREAKING TRACTION | VC 23109C |
| 240001340.1 | | 6/21/2024 | Fri | NO | CITIZEN ASSIST | |
| 240001342.1 | | 6/21/2024 | Fri | NO | ATTEMPT PICK-UP | |
| 240001343.1 | | 6/21/2024 | Fri | NO | INCIDENT REPORT | |

MENDOTA POLICE DEPARTMENT

JUNE 2024

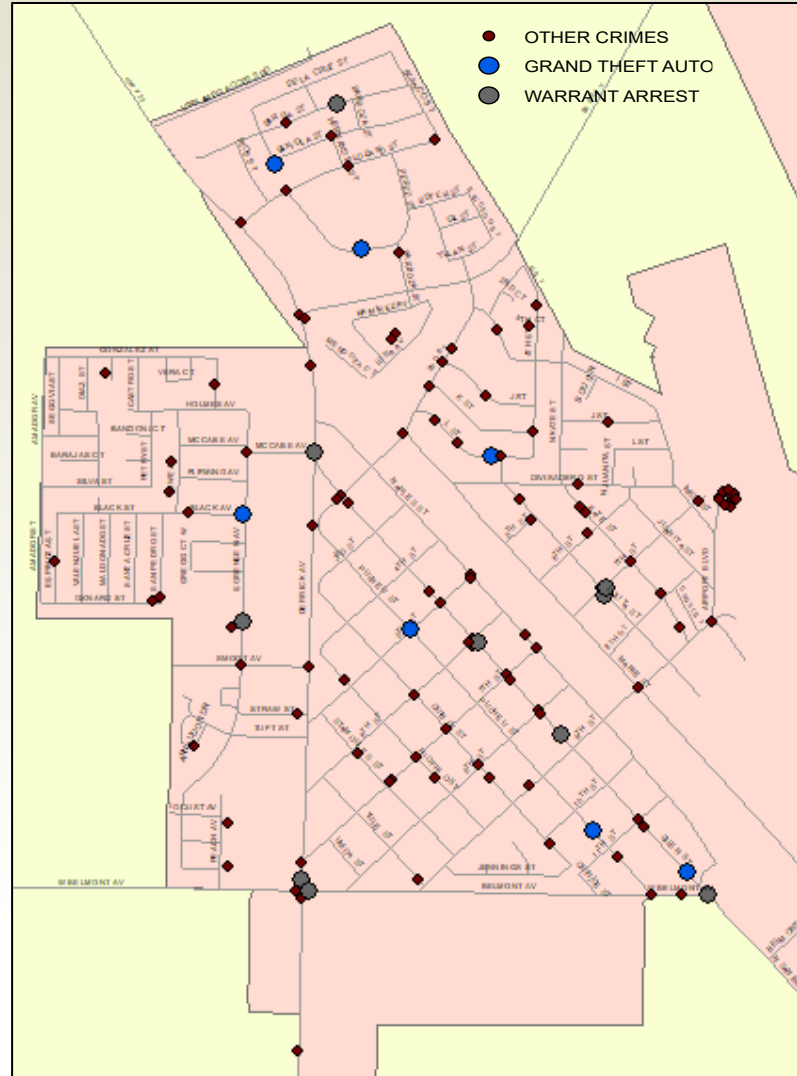
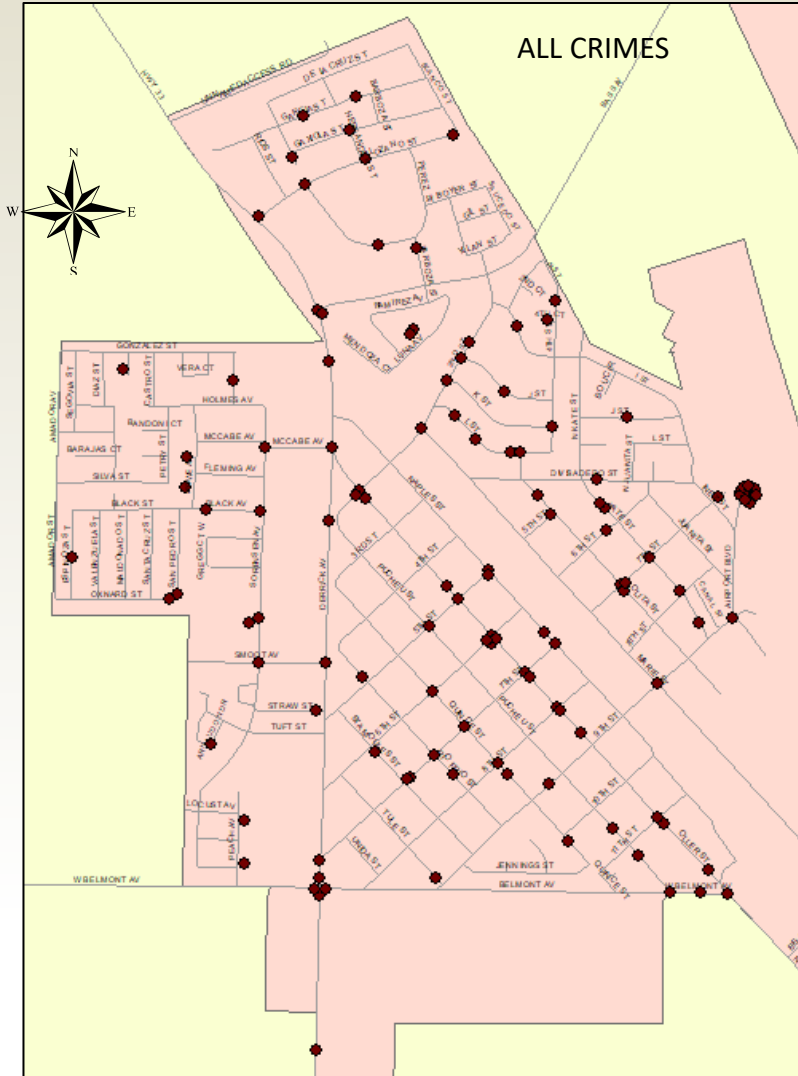


| CASE# | ADDRESS | RPT DATE | DAYS | ARREST | CRIME TYPE | CHARGES |
|-------------|---------|-----------|------|--------|----------------------|----------------------|
| 240001346.1 | | 6/22/2024 | Sat | NO | REPOSSESSION | |
| 240001347.1 | | 6/22/2024 | Sat | NO | AGGRAVATED ASSAULT | PC 245A2 |
| 240001348.1 | | 6/22/2024 | Sat | NO | VEHICLE STORAGE | VC 22651 |
| 240001349.1 | | 6/22/2024 | Sat | NO | GRAND THEFT AUTO | VC 10851 |
| 240001350.1 | | 6/22/2024 | Sat | NO | GRAND THEFT AUTO | VC 10851 |
| 240001351.1 | | 6/22/2024 | Sat | NO | GTA RECOVERY | |
| 240001354.1 | | 6/23/2024 | Sun | NO | VEHICLE STORAGE | VC 22651 |
| 240001356.1 | | 6/23/2024 | Sun | NO | INCIDENT REPORT | |
| 240001357.1 | | 6/23/2024 | Sun | NO | NOISE NUISANCE | PC 415(2) |
| 240001360.1 | | 6/24/2024 | Mon | NO | INCIDENT REPORT | |
| 240001361.1 | | 6/24/2024 | Mon | NO | REPOSSESSION | |
| 240001362.1 | | 6/24/2024 | Mon | NO | INCIDENT REPORT | |
| 240001363.1 | | 6/24/2024 | Mon | NO | TRESPASS | PC 602, BP 25620 |
| 240001364.1 | | 6/24/2024 | Mon | YES | WARRANT ARREST | PC 978.5 |
| 240001365.1 | | 6/24/2024 | Mon | YES | WARRANT ARREST | PC 978.5 |
| 240001366.1 | | 6/24/2024 | Mon | YES | WARRANT ARREST | PC 978.5 |
| 240001367.1 | | 6/24/2024 | Mon | YES | WARRANT ARREST | PC 978.5 |
| 240001369.1 | | 6/24/2024 | Mon | YES | NARCOTICS VIOLATION | PC 653Y(A), HS 11377 |
| 240001371.1 | | 6/25/2024 | Tue | YES | WARRANT ARREST | PC 978.5 |
| 240001373.1 | | 6/26/2024 | Wed | NO | GRAND THEFT AUTO | VC 10851 |
| 240001374.1 | | 6/26/2024 | Wed | NO | GTA RECOVERY | |
| 240001375.1 | | 6/26/2024 | Wed | NO | SIMPLE ASSAULT | PC 242 |
| 240001378.1 | | 6/27/2024 | Thu | NO | FIELD INTERVIEW | |
| 240001379.1 | | 6/27/2024 | Thu | NO | FRAUD | PC 470 |
| 240001380.1 | | 6/27/2024 | Thu | NO | AGGRAVATED ASSAULT | PC 415 |
| 240001381.1 | | 6/27/2024 | Thu | NO | INCIDENT REPORT | |
| 240001383.1 | | 6/27/2024 | Thu | NO | TRAFFIC COLLISION | |
| 240001384.1 | | 6/27/2024 | Thu | NO | EMBEZZLEMENT | PC 503 |
| 240001385.1 | | 6/27/2024 | Thu | NO | HIT & RUN | VC 20002 |
| 240001386.1 | | 6/28/2024 | Fri | NO | INCIDENT REPORT | |
| 240001387.1 | | 6/28/2024 | Fri | NO | SIMPLE ASSAULT | PC 242 |
| 240001388.1 | | 6/28/2024 | Fri | YES | DUI ARREST | VC 23152 |
| 240001389.1 | | 6/28/2024 | Fri | NO | GRAND THEFT AUTO | VC 10851 |
| 240001390.1 | | 6/29/2024 | Sat | YES | OPEN CONTAINER | BP 25620 |
| 240001391.1 | | 6/29/2024 | Sat | NO | MENTALLY UNSTABLE | WI 15150 |
| 240001393.1 | | 6/29/2024 | Sat | NO | FIELD INTERVIEW | |
| 240001394.1 | | 6/30/2024 | Sun | NO | HIT & RUN | VC 20002 |
| 240001395.1 | | 6/30/2024 | Sun | NO | FIELD INTERVIEW | |
| 240001396.1 | | 6/30/2024 | Sun | YES | NARCOTICS VIOLATION | HS 11377 |
| 240001397.1 | | 6/30/2024 | Sun | NO | PETTY THEFT | PC 484 |
| 240001399.1 | | 6/30/2024 | Sun | NO | THEFT OF ACCESS CARD | PC 484G |
| 240001400.1 | | 6/30/2024 | Sun | NO | OTHER AGENCY ASSIST | |



MENDOTA POLICE DEPARTMENT

JUNE 2024 - MAP





MENDOTA POLICE DEPARTMENT

JUNE 2024



| CRIME TYPE | SUN | MON | TUES | WED | THU | FRI | SAT | GRAND TOTAL |
|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-------------|
| AGGRAVATED ASSAULT | 1 | | | | 1 | 1 | 2 | 5 |
| AGGRAVATED ASSAULT (DV) | 1 | | | | | 1 | | 2 |
| ATTEMPT PICK-UP | | | | | | 1 | | 1 |
| BREAKING TRACTION | | | | | 1 | | | 1 |
| CITIZEN ASSIST | | | | | | 1 | | 1 |
| DUI ARREST | | | | | | 1 | 1 | 2 |
| EMBEZZLEMENT | | | | | 1 | | | 1 |
| FIELD INTERVIEW | 4 | | 1 | 1 | 3 | 2 | 1 | 12 |
| FRAUD | | | | | 1 | | | 1 |
| GRAND THEFT | | 2 | | | 1 | | | 3 |
| GRAND THEFT AUTO | 1 | | | 2 | | 1 | 3 | 7 |
| GTA RECOVERY | | | | 1 | | | 1 | 2 |
| HIT & RUN | 2 | | | 2 | 2 | | 1 | 7 |
| INCIDENT REPORT | 1 | 3 | 2 | 2 | 3 | 3 | | 14 |
| INDECENT EXPOSURE | | | | | 1 | | | 1 |
| MENTALLY UNSTABLE | | 1 | | | | | 2 | 3 |
| MISSING PERSON | | | | | 1 | | | 1 |
| NARCOTICS VIOLATION | 1 | 1 | 1 | 1 | | 1 | | 5 |
| NOISE NUISANCE | 1 | 1 | | | | | | 2 |
| OPEN CONTAINER | 1 | | 1 | | 1 | 1 | 1 | 5 |
| OTHER AGENCY ASSIST | 1 | | | | | | | 1 |
| PAROLE VIOLATION | | | | | | | 1 | 1 |
| PETTY THEFT | 1 | 1 | | 1 | 1 | | | 4 |
| PUBLIC INTOXICATION | | | | 2 | 1 | 1 | | 4 |
| RECKLESS DRIVING | 1 | | | | | | | 1 |
| REPOSSESSION | | 1 | 1 | 1 | | 1 | 2 | 6 |
| RO VIOLATION | | | | 1 | | | | 1 |
| ROBBERY | | | 1 | 1 | | | | 2 |
| SEX REGISTRANT | | 1 | | | | | | 1 |
| SIMPLE ASSAULT | 1 | 1 | | 1 | | 1 | | 4 |
| THEFT OF ACCESS CARD | 1 | | | | | | | 1 |
| TRAFFIC COLLISION | | 2 | 1 | | 1 | | | 4 |
| TRESPASS | | 1 | | | | | | 1 |
| VANDALISM | 1 | 1 | | | 2 | | | 4 |
| VEHICLE BURGLARY | 1 | | | | | | | 1 |
| VEHICLE STORAGE | 1 | 1 | | 1 | | | 1 | 4 |
| WARRANT ARREST | 1 | 4 | 2 | 3 | 1 | | | 11 |
| GRAND TOTAL | 22 | 21 | 10 | 20 | 22 | 16 | 16 | 127 |

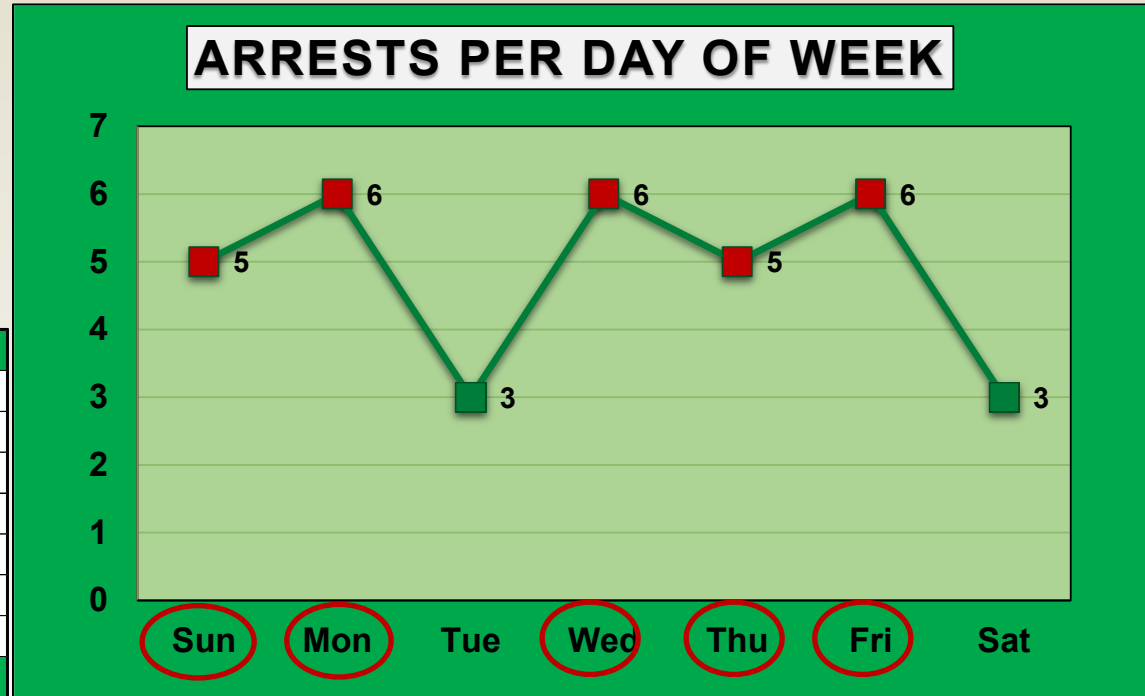


MENDOTA POLICE DEPARTMENT

JUNE 2024 - ARRESTS



| DAYS | ARRESTS |
|--------------------|-----------|
| Sun | 5 |
| Mon | 6 |
| Tue | 3 |
| Wed | 6 |
| Thu | 5 |
| Fri | 6 |
| Sat | 3 |
| Grand Total | 34 |



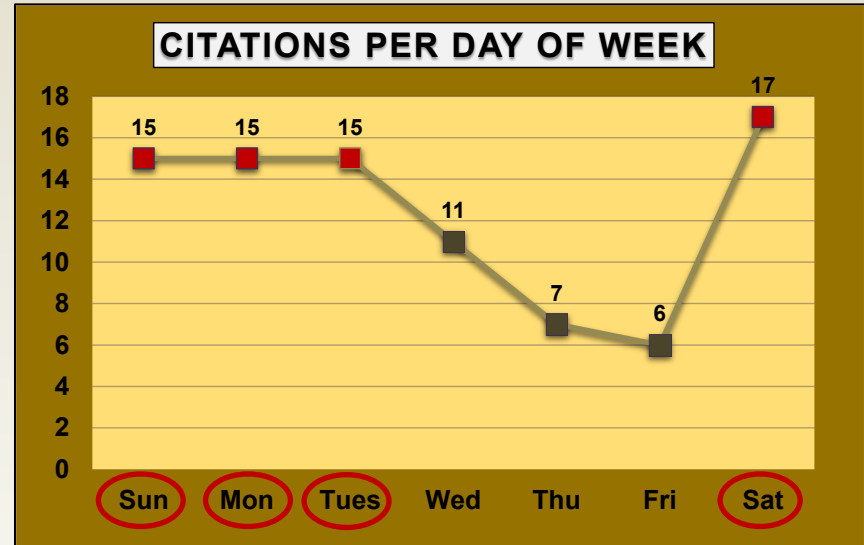


MENDOTA POLICE DEPARTMENT

JUNE 2024 - CITES



| CASE# | RPT DATE | DAY OF WEEK | CASE# | RPT DATE | DAY OF WEEK |
|-------------|-----------|-------------|-------------|-----------|-------------|
| 240001190.1 | 6/1/2024 | Sat | 240001274.1 | 6/11/2024 | Tue |
| 240001191.1 | 6/1/2024 | Sat | 240001277.1 | 6/12/2024 | Wed |
| 240001192.1 | 6/1/2024 | Sat | 240001279.1 | 6/12/2024 | Wed |
| 240001195.1 | 6/1/2024 | Sat | 240001286.1 | 6/13/2024 | Thu |
| 240001196.1 | 6/2/2024 | Sun | 240001288.1 | 6/13/2024 | Thu |
| 240001197.1 | 6/2/2024 | Sun | 240001289.1 | 6/13/2024 | Thu |
| 240001198.1 | 6/2/2024 | Sun | 240001293.1 | 6/14/2024 | Fri |
| 240001201.1 | 6/2/2024 | Sun | 240001296.1 | 6/14/2024 | Fri |
| 240001202.1 | 6/3/2024 | Mon | 240001299.1 | 6/15/2024 | Sat |
| 240001203.1 | 6/3/2024 | Mon | 240001300.1 | 6/15/2024 | Sat |
| 240001206.1 | 6/3/2024 | Mon | 240001301.1 | 6/15/2024 | Sat |
| 240001209.1 | 6/3/2024 | Mon | 240001302.1 | 6/15/2024 | Sat |
| 240001210.1 | 6/3/2024 | Mon | 240001303.1 | 6/15/2024 | Sat |
| 240001212.1 | 6/3/2024 | Mon | 240001304.1 | 6/15/2024 | Sat |
| 240001213.1 | 6/4/2024 | Tue | 240001309.1 | 6/16/2024 | Sun |
| 240001215.1 | 6/4/2024 | Tue | 240001310.1 | 6/16/2024 | Sun |
| 240001216.1 | 6/4/2024 | Tue | 240001311.1 | 6/16/2024 | Sun |
| 240001217.1 | 6/4/2024 | Tue | 240001315.1 | 6/16/2024 | Sun |
| 240001221.1 | 6/5/2024 | Wed | 240001316.1 | 6/17/2024 | Mon |
| 240001222.1 | 6/5/2024 | Wed | 240001317.1 | 6/17/2024 | Mon |
| 240001223.1 | 6/5/2024 | Wed | 240001322.1 | 6/17/2024 | Mon |
| 240001225.1 | 6/5/2024 | Wed | 240001324.1 | 6/18/2024 | Tue |
| 240001227.1 | 6/5/2024 | Wed | 240001328.1 | 6/19/2024 | Wed |
| 240001235.1 | 6/7/2024 | Fri | 240001331.1 | 6/19/2024 | Wed |
| 240001236.1 | 6/7/2024 | Fri | 240001335.1 | 6/20/2024 | Thu |
| 240001238.1 | 6/7/2024 | Fri | 240001336.1 | 6/20/2024 | Thu |
| 240001243.1 | 6/8/2024 | Sat | 240001337.1 | 6/20/2024 | Thu |
| 240001244.1 | 6/8/2024 | Sat | 240001341.1 | 6/21/2024 | Fri |
| 240001245.1 | 6/8/2024 | Sat | 240001344.1 | 6/22/2024 | Sat |
| 240001250.1 | 6/9/2024 | Sun | 240001345.1 | 6/22/2024 | Sat |
| 240001253.1 | 6/9/2024 | Sun | 240001352.1 | 6/22/2024 | Sat |
| 240001256.1 | 6/9/2024 | Sun | 240001353.1 | 6/23/2024 | Sun |
| 240001257.1 | 6/10/2024 | Mon | 240001355.1 | 6/23/2024 | Sun |
| 240001259.1 | 6/10/2024 | Mon | 240001358.1 | 6/23/2024 | Sun |
| 240001260.1 | 6/10/2024 | Mon | 240001359.1 | 6/24/2024 | Mon |
| 240001262.1 | 6/10/2024 | Mon | 240001368.1 | 6/24/2024 | Mon |
| 240001263.1 | 6/11/2024 | Tue | 240001370.1 | 6/25/2024 | Tue |
| 240001264.1 | 6/11/2024 | Tue | 240001372.1 | 6/25/2024 | Tue |
| 240001265.1 | 6/11/2024 | Tue | 240001376.1 | 6/26/2024 | Wed |
| 240001267.1 | 6/11/2024 | Tue | 240001377.1 | 6/26/2024 | Wed |
| 240001268.1 | 6/11/2024 | Tue | 240001382.1 | 6/27/2024 | Thu |
| 240001271.1 | 6/11/2024 | Tue | 240001392.1 | 6/29/2024 | Sat |
| 240001272.1 | 6/11/2024 | Tue | 240001398.1 | 6/30/2024 | Sun |

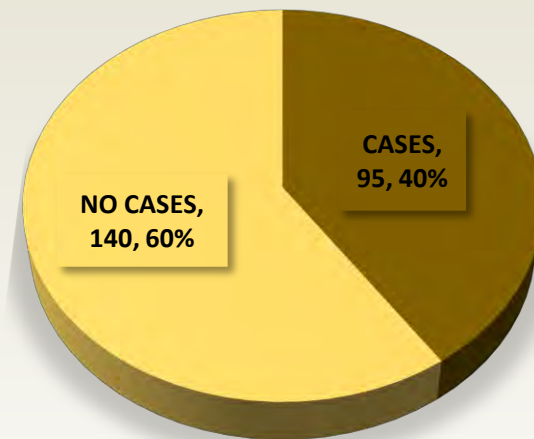
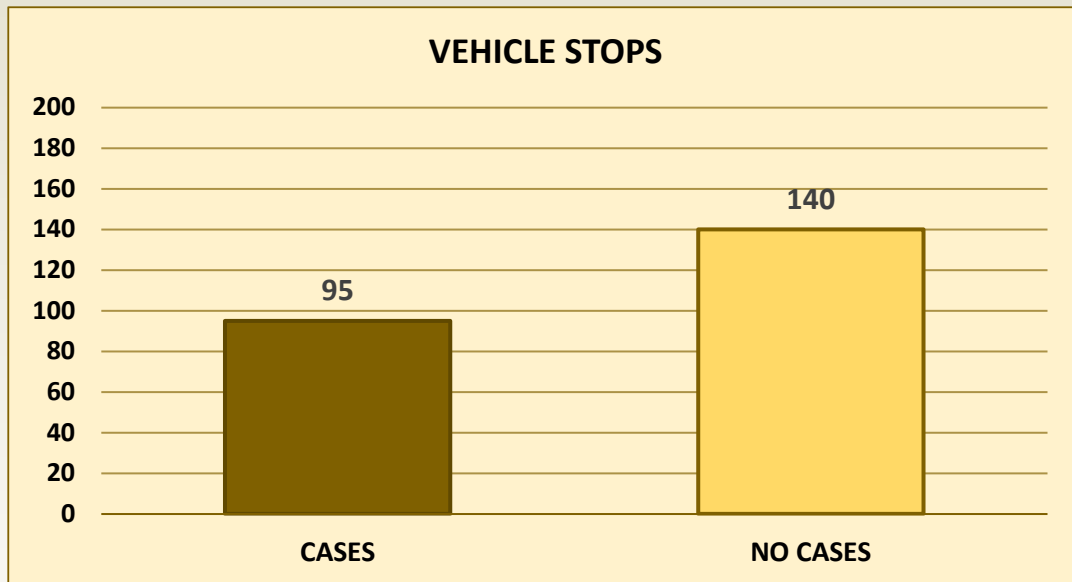


| DAYS | COUNT |
|--------------------|-----------|
| Sun | 15 |
| Mon | 15 |
| Tues | 15 |
| Wed | 11 |
| Thu | 7 |
| Fri | 6 |
| Sat | 17 |
| Grand Total | 86 |



MENDOTA POLICE DEPARTMENT

JUNE 2024 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 235

- WITH CASE NUMBERS – 95
- WITHOUT CASE NUMBERS - 140



MENDOTA POLICE DEPARTMENT

JUNE 2024



| CRIME TYPE | December | January | February | March | April | May | June | July | August | September | October | November | December | 2024 Totals | MAY-JUN% |
|-----------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|----------|----------|-----------|----------|----------|----------|-------------|------------|
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | NON-CAL |
| Rape | 2 | 0 | 1 | 0 | 0 | 1 | 0 | | | | | | | 2 | -100% |
| Other Sex Offense | 0 | 0 | 2 | 2 | 0 | 1 | 0 | | | | | | | 5 | -100% |
| Robbery | 0 | 0 | 0 | 0 | 1 | 1 | 2 | | | | | | | 4 | 100% |
| Aggravated Assault | 5 | 2 | 5 | 2 | 3 | 5 | 5 | | | | | | | 22 | 0% |
| Aggravated Assault (DV) | 4 | 2 | 3 | 7 | 4 | 2 | 2 | | | | | | | 20 | 0% |
| Simple Assault | 1 | 5 | 2 | 4 | 6 | 2 | 4 | | | | | | | 23 | 100% |
| Simple Assault (DV) | 0 | 0 | 0 | 1 | 2 | 0 | 0 | | | | | | | 3 | NON-CAL |
| Residential Burglary | 2 | 0 | 2 | 1 | 0 | 1 | 0 | | | | | | | 4 | -100% |
| Commercial Burglary | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | NON-CAL |
| Auto Theft | 2 | 3 | 1 | 3 | 1 | 1 | 7 | | | | | | | 16 | 600% |
| Grand Theft | 1 | 2 | 1 | 0 | 3 | 0 | 3 | | | | | | | 9 | NON-CAL |
| Petty Theft | 2 | 4 | 1 | 2 | 5 | 3 | 4 | | | | | | | 19 | 33% |
| Vehicle Burglary | 1 | 1 | 1 | 1 | 0 | 0 | 1 | | | | | | | 4 | NON-CAL |
| ID Theft/Fraud | 1 | 1 | 1 | 0 | 1 | 1 | 1 | | | | | | | 5 | 0% |
| Arson | 1 | 0 | 0 | 0 | 1 | 1 | 0 | | | | | | | 2 | -100% |
| Vandalism | 4 | 10 | 10 | 4 | 10 | 5 | 4 | | | | | | | 43 | -20% |
| Hate Crimes | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | NON-CAL |
| Possession of Firearm | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | | | | 0 | NON-CAL |
| Possession of Knife | 0 | 1 | 1 | 1 | 0 | 0 | 0 | | | | | | | 3 | NON-CAL |
| DUI Arrests | 8 | 3 | 1 | 5 | 3 | 4 | 2 | | | | | | | 18 | -50% |
| Public Intoxication | 3 | 4 | 1 | 2 | 1 | 2 | 4 | | | | | | | 14 | 100% |
| Narcotics Violation | 5 | 6 | 4 | 4 | 2 | 5 | 5 | | | | | | | 26 | 0% |
| Parole/Probation Violation | 0 | 0 | 2 | 1 | 0 | 1 | 1 | | | | | | | 5 | 0% |
| Restraining Order Violation | 1 | 0 | 2 | 1 | 2 | 1 | 1 | | | | | | | 7 | 0% |
| Warrant Arrest | 10 | 14 | 12 | 10 | 15 | 5 | 11 | | | | | | | 67 | 120% |
| Mental Health Reports | 3 | 1 | 1 | 7 | 3 | 2 | 3 | | | | | | | 17 | 50% |
| Runaway / Missing | 1 | 3 | 1 | 3 | 3 | 1 | 1 | | | | | | | 12 | 0% |
| Trespass | 1 | 0 | 3 | 1 | 1 | 4 | 1 | | | | | | | 10 | -75% |
| TOTALS | 58 | 62 | 58 | 62 | 67 | 49 | 62 | 0 | 0 | 0 | 0 | 0 | 0 | 360 | 27% |



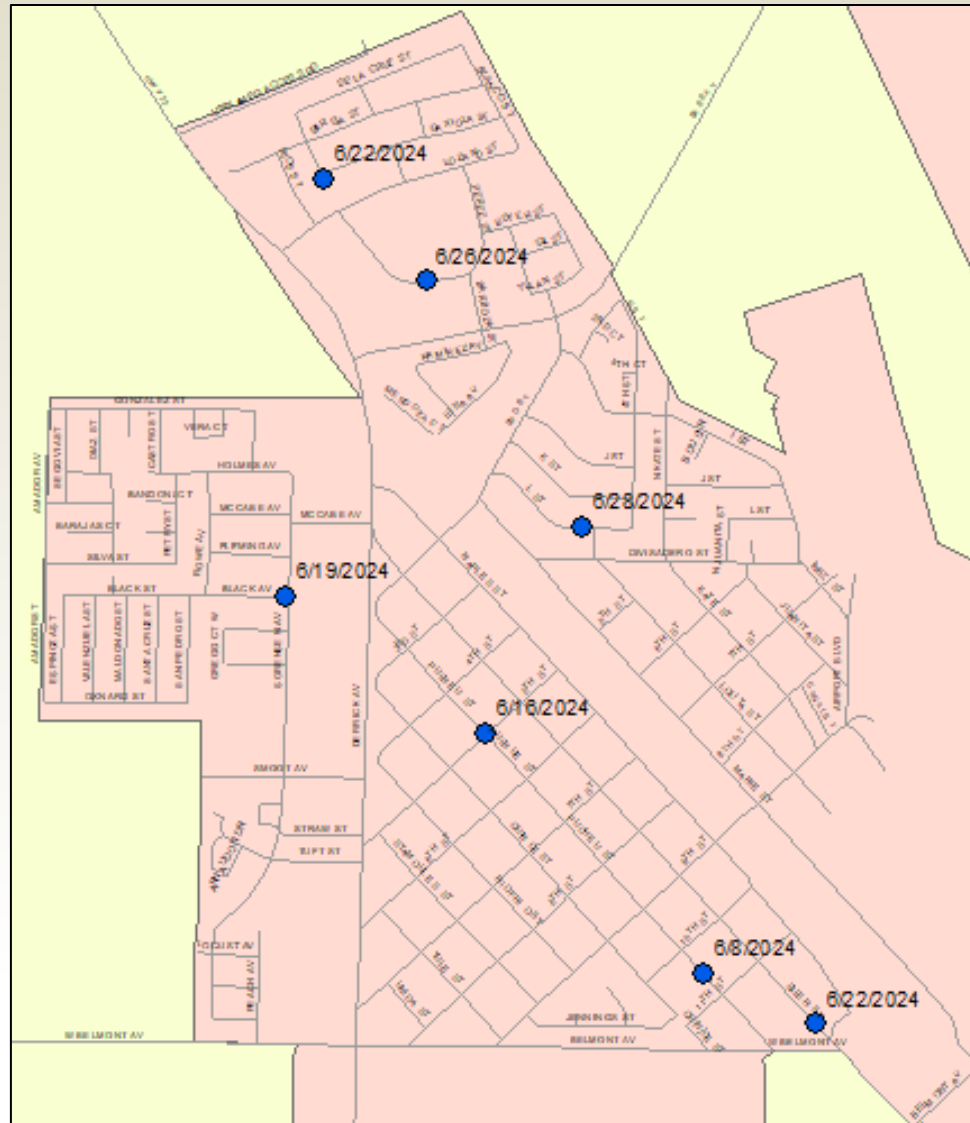
MENDOTA POLICE DEPARTMENT

JUNE 2024



AUTO THEFT – 7

- 3 CHEVYS
- 2 HONDAS
- 1 NISSAN
- 1 DODGE



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

RESOLUTION NO. 24-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO EFFECT THE PURCHASE OF FRESNO COUNTY ASSESSOR'S PARCEL NUMBER 013-222-02

WHEREAS, the City of Mendota ("City") engaged in negotiations with the owners of the real property located at 736 Quince Street, Mendota, CA 93640, Fresno County Assessor's Parcel Number 013-222-02 (the "Property"); and

WHEREAS, at a regular meeting on May 28, 2024, the City Councilmembers present unanimously approved the City's purchase of the Property for \$140,000 during a Closed Session discussion authorized by Government Code section 54956.8; and

WHEREAS, the Property's owners subsequently agreed to the City's terms.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby affirms the Recitals above are true and correct.

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is hereby authorized and directed to execute all documents necessary to effect the City's purchase of the Property.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of July, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk