



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROLANDO CASTRO
Mayor
JESUS MENDOZA
Mayor Pro Tem
JOSE ALONSO
JOSEPH R. RIOFRIO
OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL Regular City Council Meeting CITY COUNCIL CHAMBERS 643 QUINCE STREET May 25, 2021 6:00 PM

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 Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

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

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

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 8 a.m. y las 5 p.m. De lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

If you would like to participate in this meeting via Zoom, please use the following information:

Dial-in number: 1(669) 900-6833 Meeting ID: 481 456 459 Password: 93640

<https://zoom.us/j/481456459?pwd=S1ZEc0VYaXRRTFp6c293cHMvQlA1dz09>

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATION

1. Chief of Police Smith to provide information on the police department's chaplaincy program.
2. Council to receive an update on the Boca Del Rio and Odyssey cannabis projects.

3. NHA Advisors to provide a presentation on the financial feasibility analysis of the City Hall and Police Facility Complex.

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 May 11, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. MAY 12, 2021 THROUGH MAY 18, 2021
WARRANT LIST CHECK NOS. 50300 THROUGH 50341
TOTAL FOR COUNCIL APPROVAL = \$189,611.28
2. Proposed adoption of **Resolution No. 21-32**, approving and accepting the public improvements constructed for Tract No. 6218 "La Colonia."
3. Proposed adoption of **Resolution No. 21-33**, designating surplus real property.

BUSINESS

1. Council discussion and consideration of **Ordinance No. 21-07**, approving amendments to Chapter 8.37 of Title 8 of the Mendota Municipal Code to repeal the cannabis retail business license cap.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Ordinance No. 21-07 for adoption*

2. Council discussion and consideration of **Ordinance No. 21-08**, approving amendments to Chapter 17.99 of Title 17 of the Mendota Municipal Code to repeal the cannabis dispensary ban in the Commercial Cannabis Overlay District.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Ordinance No. 21-08 for adoption*

3. Council discussion and consideration of **Ordinance No. 21-09**, approving the entrance into a development agreement in the matter of Application No. 20-22, the Element 7 Mendota, LLC project.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Ordinance No. 21-09 for adoption*

4. Council discussion and consideration of **Ordinance No. 21-10**, approving amendments to Chapter 8.32 of Title 8 of the Mendota Municipal Code regarding alarm systems and Chapter 15.04 of Title 15 of the Mendota Municipal Code regarding electrified fencing.
 - a. *Receive report from City Planner O'Neal*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides any input and considers Ordinance No. 21-10 for adoption*

5. Council discussion and consideration of the proposed budget for fiscal year 2021/2022 and **Resolution No. 21-34**, approving and adopting the fiscal year 2021-2022 operating budget for the City of Mendota.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council takes action as appropriate*

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-11**, adding Chapter 2.56 to Title 2 of the Mendota Municipal Code to establish uniform administrative appeal procedures.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers waiving the second reading and adoption of Ordinance No. 21-12*

2. Council discussion and consideration of **Ordinance No. 21-12**, amending Chapter 1.20 of Title 1 of the Mendota Municipal Code (MMC) and adding Chapter 2.54 to Title 2 of the MMC to establish a uniform procedure for the assessment, levying, collection, and appeal of penalties issued for violations of City ordinances.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers waiving the second reading and adoption of Ordinance No. 21-12*

3. Council discussion and consideration of **Ordinance No. 21-13**, amending Chapter 10.12 of Title 10 of the Mendota Municipal Code to permit impoundment of vehicles in violation of parking restrictions.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the public hearing*
 - d. *Once all comment has been received, Mayor Castro closes the public hearing*
 - e. *Council considers waiving the second reading and adoption of Ordinance No. 21-13*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

2. City Attorney
 - a) Update

3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of May 25, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, May 21, 2021 at 4:30 p.m.



Celeste Cabrera-Garcia, City Clerk

CITY HALL & POLICE FACILITY COMPLEX

FINANCIAL FEASIBILITY ANALYSIS



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NHA | ADVISORS
Financial & Policy Strategies.
Delivered.

May 2020

Presentation Outline

- ▶ NHA Presentation Team & Approach
- ▶ Consulting Assignment Objective & Method
- ▶ Project Background
- ▶ City General Fund (GF) Credit Evaluation & Potential Debt Payment
 - ▶ Initial Credit Rating Thoughts
 - ▶ Financing Considerations
 - ▶ Analysis and Results
- ▶ Long-Term Financial Forecast Analysis
 - ▶ Summary of Historical GF Financials
 - ▶ Baseline 10-Year GF Projection
 - ▶ GF Forecast Stress Testing & Alternative Projection
 - ▶ Water and Sewer Fund Coverage Projections
 - ▶ Refunding and Restructuring Opportunity to Improve Sewer Fund Coverage
- ▶ “To-Do” Items Before a Public Offering of City Bonds
- ▶ Summary



NHA Advisors Presentation Team



Eric Scriven

Principal

Serving public agencies since 1990

- ▶ Experienced Generalist
- ▶ Advisor & Fiduciary Ethos
- ▶ Cities and Special Districts
- ▶ Previous Underwriting Experience (15 years)
- ▶ Revenue and Tax Backed
- ▶ Specialist in utility, energy, pension and land-secured projects; Fiscal sustainability focus
- ▶ Strengths: Educator, translator, project manager, client advocacy
- ▶ MBA, Haas School of Business; B.S. Urban Land Economics and Finance (both UC Berkeley)
- ▶ Series 50 & 54 Licenses



Leslie Bloom

Vice President

Serving public agencies since 2007

- ▶ Joined NHA in 2021
- ▶ 14 years investment banking experience
- ▶ Experience with a wide variety of public agencies in California (Cities, Special Districts, Utility Districts, Successor Agencies, State)
- ▶ Board Member Women in Public Finance, San Diego
- ▶ Active with CSMFO, NFMA, CSMA
- ▶ B.S. Accounting and Finance (University of Arizona)
- ▶ Series 50 License



Christian Sprunger

Associate

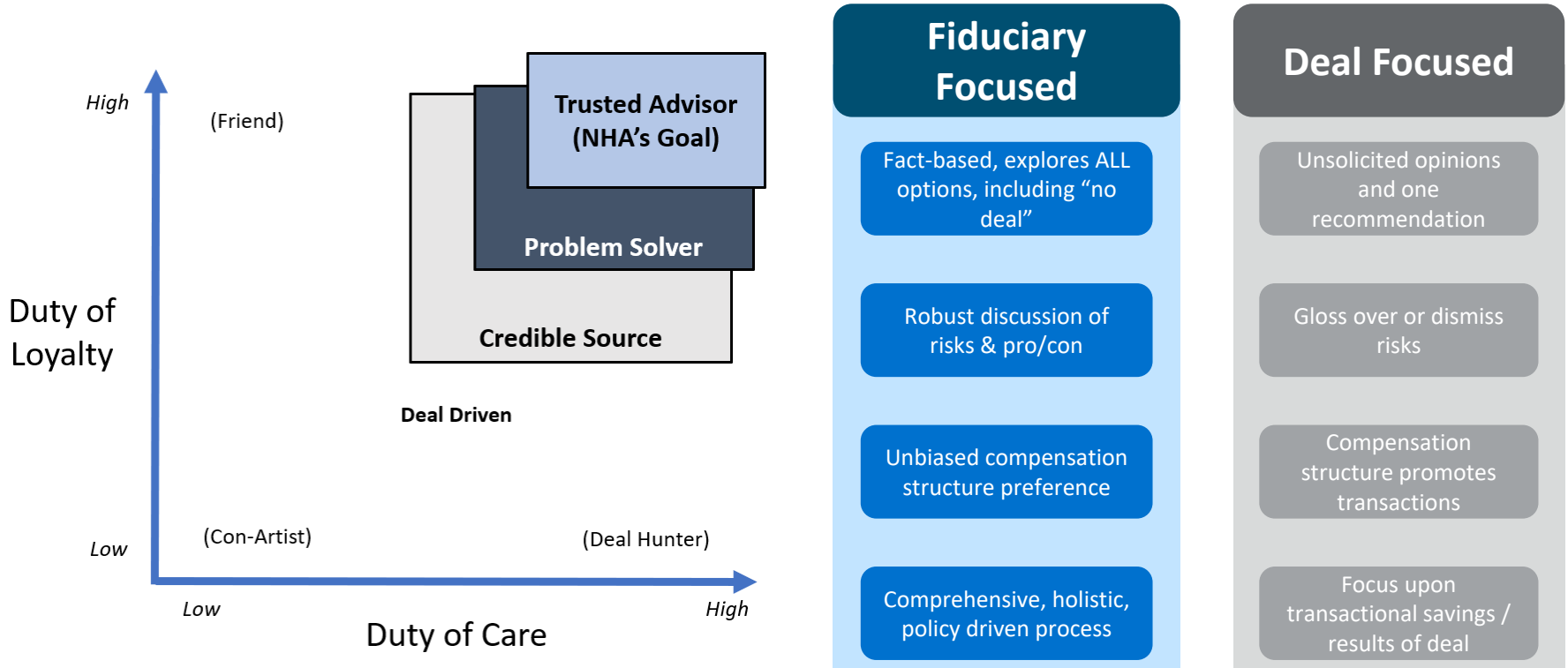
Serving public agencies since 2016

- ▶ Joined NHA in 2016
- ▶ Project Support and Project Management on over California 100 financing transactions; over \$2 billion in par
- ▶ General Fund Forecasting and Fiscal Sustainability Consulting
- ▶ Credit analysis expertise for General Fund, Water Fund, Sewer Fund
- ▶ M.S. Finance (Indiana University); B.S. Biological Sciences (Biola University)
- ▶ Series 50 License



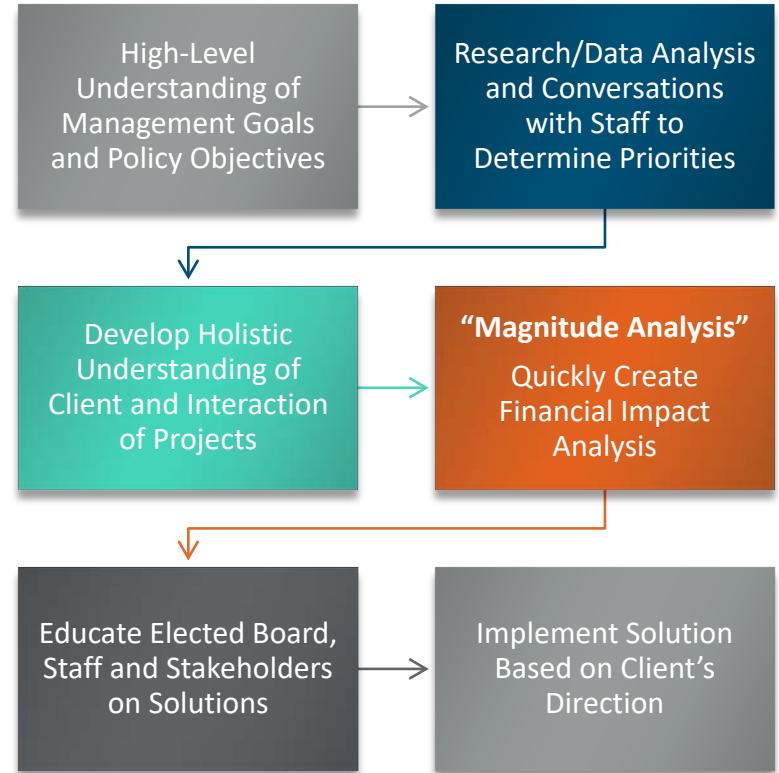
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The “NHA Way” – A Fiduciary-First Approach



“NHA Way” – A Method to Secure the Right Results

- ▶ **Listen to Understand.** Clarity as to our clients’ goals, opportunities and constraints is a necessary starting point.
- ▶ **Due Diligence.** Combining our decades of experience and expertise with very wide and deep due diligence effort ensures that full and multi-faceted solution set is being investigated for client consideration
- ▶ **Options.** Development and presentation of the most comprehensive set of alternatives is a hallmark of the NHA Way. As a fiduciary, sometimes our duty to client entails advising that “the best deal is no deal.”
- ▶ **Translate and Educate.** De-stilling complexity into simplicity. Honest discussions of the pros/cons and risks of alternatives. Ensuring client decision-makers have their own clarity to make the best decisions for their public agency and its stakeholders.
- ▶ **Execute.** Client decides and then client directs staff and NHA to implement. As client’s “go-to” representative and Quarterback to secure most effective, efficient effort is undertaken to ensure client’s interests are served and objectives are met.



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NHA | **ADVISORS**
Financial & Policy Strategies.
Delivered.

Consulting Assignment Objective and Method

- ▶ NHA Advisors to provide evaluation to City Council if City has the financial capacity to pay for the City Hall / Police Facility project
- ▶ NHA Advisors will evaluate whether the General Fund, the Water Fund and the Sewer Fund can afford their respective contributions required to pay debt service on a lease revenue bond financing
 - ▶ Develop Long-term forecasts for each of the three funds
 - ▶ Estimate City's General Fund credit rating category using published rating criteria and supplied information
 - ▶ Calculate an estimated annual debt service payment for full project funding based upon credit rating assessment and other assumptions using current market interest rates (plus a contingency "cushion")
 - ▶ Various assumptions have been "stress-tested" to evaluate City's ability to pay debt service under adverse conditions over the long-term



Project Background

- ▶ City plans to construct \$7.5 million combined city hall and police station facility
 - ▶ \$7.5M figure includes contingency and FF&E
 - ▶ City received a one-time gift of \$1M they plan to apply to the project, resulting in net cost of \$6.5M
 - ▶ City's police department currently rents facility near Airport for \$36,000 per year
- ▶ City received financing terms from Public Facilities Investment Corp ("PFIC") for a 30-year term, 2.96% 30-year rate (as of February 17, 2021), level annual payment structure; annual payment of \$390K
- ▶ NHA reviewed last 3 years of General Fund revenues and expenses and prepared a 10-year general fund projection to determine the City's capacity for annual debt service payments



Current City Hall



Current Police Facility



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Initial Credit Rating Thoughts

- ▶ City has experienced ongoing development and expansion, which continues to support an overall positive revenue trend
- ▶ Positive budgetary performance with General Fund surplus for last three fiscal years, as well as positive budgetary trend of total Governmental Funds
- ▶ Strong budgetary flexibility, with an available General Fund balance in Fiscal Year 2019-20 of 66% of operating expenditures
- ▶ Strong liquidity, with total government available cash >150% of total governmental fund expenditures
- ▶ Defined contribution retirement plan for public safety employees and a low CalPERS unfunded liability with only PEPRA Plan in place, will be viewed favorably by rating agency
- ▶ Credit strengths will be partly offset with economic statistics that are weaker than national figures
- ▶ **NHA estimates that the City can attain an investment grade rating for a General Fund lease revenue bond financing given utility fund contributions as noted**



Financing Considerations

- ▶ NHA reviewed several financing alternatives. These alternatives were distinguished by the following characteristics:
 - ▶ **Leased Asset:**
 - ▶ If securing the bonds with the City Hall/Police Facility Complex, capitalized interest will need to be funded with bond proceeds through 6-months after completion of the construction
 - ▶ To avoid funding capitalized interest, the City can use other City-owned asset(s) during construction and then substitute with the City Hall/Police Facility Complex
 - ▶ **Bond Insurance:**
 - ▶ To secure lowest cost of funds, municipal bond insurance enhancing the transaction's credit rating (assuming a cost-effective premium) will be sought
 - ▶ Bond insurers will not take "construction risk"; therefore, other City-owned asset(s) need to be utilized as the Leased Asset during construction to secure bond insurance
 - ▶ **Final-Year Maturity:**
 - ▶ Bonds could be issued with either 30-year or 35-year term



Matrix of Financing Results

- ▶ Using only the Project as the leased asset will result in the highest net debt service over the life of the bonds vs. using other assets through completion of construction

Leased Asset Options:	City Hall & Police Facility Complex	Other City-owned asset(s) (until construction completed)
	Funded Interest, No Bond Insurance	No Funded Interest, With Bond Insurance
30-Year Final	Scenario 1	Scenario 2
Total Project Funds	\$6,500,000	\$6,500,000
Avg Annual Debt Service:	\$428,000	\$375,000
Total Debt Service through Maturity:	\$12,432,928	\$11,095,325
Total NET Debt Service through Maturity¹:	\$11,333,300	\$10,718,325
Estimated All-In Interest Cost:	3.49%	3.46%
Capitalized Interest Through:	1/1/2024	N/A
First DS Payment by the City:	4/1/2024	4/1/2022
35-Year Final	Scenario 3	Scenario 4
Total Project Funds	\$6,500,000	\$6,500,000
Avg Annual Debt Service:	\$394,000	\$347,000
Total Debt Service through Maturity:	\$13,444,367	\$12,013,564
Total NET Debt Service through Maturity¹:	\$12,377,600	\$11,663,964
Estimated All-In Interest Cost:	3.58%	3.56%
Capitalized Interest Through:	1/1/2024	N/A
First DS Payment by the City:	4/1/2024	4/1/2022

Other Key Assumptions used in Analysis:

- ▶ Project Fund of \$6,500,000
- ▶ Payment dates of April 1 (principal) and October 1
- ▶ Cash funded debt service reserve fund
- ▶ Estimated issuance costs of \$285,000 (includes UW discount)
- ▶ Investment grade rating, based on rates as of May 3, 2021, plus a 25-basis point buffer
- ▶ 10-year optional redemption

¹ Total NET Debt Service is net of DSRF in final year in all scenarios and also net of capitalized interest for Scenarios 1 and 3.

² Assumes the City uses an unencumbered asset other than the City Hall/Police Complex until completion of construction and then substitutes with the City Hall Police/Complex.



Historical General Fund Revenues & Expenditures

Revenues

- ▶ Property taxes are largest revenue line item at 24% of total revenues in FY 2019-20
- ▶ Sales taxes are second largest at 17%
- ▶ Franchise taxes are at 16%, having increased over 5x since FY 2017-18
 - ▶ Expected to decrease in future due to Canna-Hub bankruptcy
- ▶ Overall, revenues excluding transfers have increased an average of 20% per year in FY 2018-19 and FY 2019-20

Expenditures

- ▶ Salaries is largest expenditure at 26% of FY 2019-20 total expenditures
 - ▶ Including Fringe Benefits, personnel costs at 39% of total expenditures
- ▶ Large 33% increase in Contract Services in FY 2019-20 due to emergency pipe repair (expected to be one-time)
 - ▶ Other key components of Contract Services includes fire protection, 911 dispatch, legal counsel, audit and engineering services
- ▶ Capital Outlay is largely offset by transfers in from Development Fees Special Revenue Fund

Fund Balance

- ▶ Ending Fund Balance has increased by 118% since FY 2017-18

Historical Revenues	2017-18	2018-19	2019-20
Property Taxes	\$878,393	\$953,039	\$993,334
Sales Taxes	\$617,690	\$716,048	\$710,409
Franchise Taxes	\$116,327	\$210,173	\$684,636
Other Taxes	\$42,590	\$47,247	\$48,758
Licenses & Permits	\$205,699	\$192,244	\$216,670
Intergovernmental	\$0	\$0	\$58,937
Charges for Services	\$263,904	\$548,889	\$467,957
Fines	\$86,148	\$87,814	\$108,228
Use of Money and Property	\$97,070	\$90,459	\$97,237
Proceeds from Sale of Capital Assets	\$39,266	\$39,140	\$22,371
Miscellaneous	\$31,788	\$18,988	\$49,954
Transfers In	\$347,481	\$0	\$704,587
Total Revenues (including Transfers)	\$2,726,357	\$2,904,040	\$4,163,077

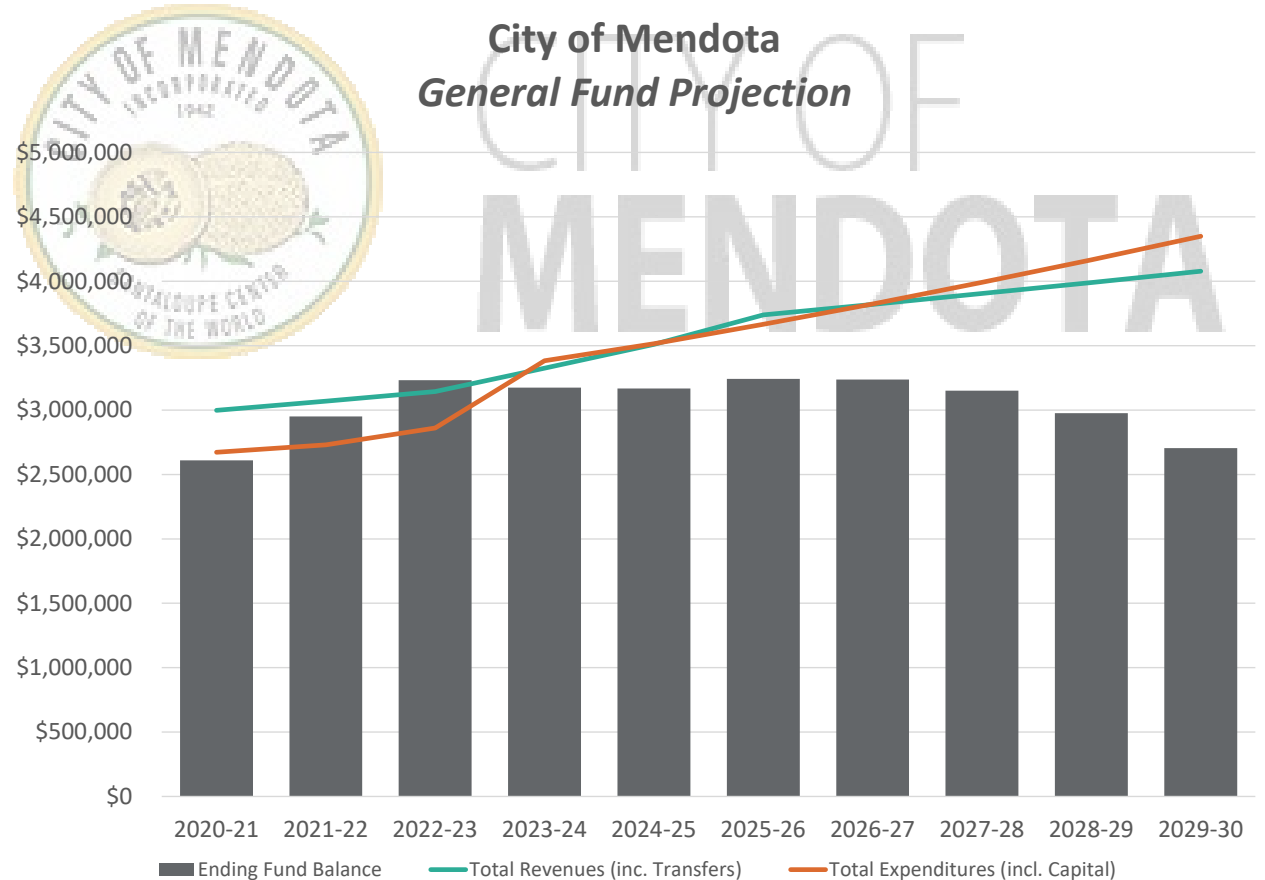
Historical Expenditures	2017-18	2018-19	2019-20
Salaries & Overtime	\$789,045	\$1,008,460	\$1,092,389
Fringe Benefits	\$418,425	\$486,111	\$541,000
Contract Services	\$396,543	\$443,890	\$591,390
Communication	\$34,581	\$33,523	\$37,226
Supplies	\$43,023	\$59,740	\$63,534
Fuel & Utility	\$61,362	\$62,341	\$54,156
Repair & Maintenance	\$37,971	\$52,790	\$87,350
P & GL Insurance	\$3,682	\$4,143	\$6,696
Meetings, Travel & Training	\$18,716	\$20,473	\$24,526
Other Expenditures	\$190,034	\$161,081	\$181,436
Highways & Streets	\$0	\$0	\$18,093
Capital Outlay	\$10,688	\$47,266	\$750,998
Total Expenses (including Transfers)	\$2,004,070	\$2,379,818	\$3,448,796

Revenues Net of Expenses	\$722,287	\$524,222	\$714,281
Beginning Fund Balance	\$323,602	\$1,045,889	\$1,569,895
Ending Fund Balance	\$1,045,889	\$1,569,895	\$2,284,176



Baseline 10-Year Projection Chart (General Fund)

- ▶ Baseline forecast assumes an average 3.5% annual aggregate revenue growth in FY 2021-22 through FY 2029-30
- ▶ Assumes average 5.6% annual aggregate expenditure growth in FY 2021-22 through FY 2029-30
- ▶ Projection has expenses greater than revenues starting in FY 2026-27
- ▶ Ending fund balance (grey bars) projected to increase to almost \$4.0M FY 2027-28 and then decreasing to \$3.7M by FY 2029-30



Baseline 10-Year Projection Detail (General Fund)

	Assumed Growth Rate	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Revenues												
Property Taxes	2%	\$993,334	\$1,013,201	\$1,033,465	\$1,054,134	\$1,075,217	\$1,096,721	\$1,118,655	\$1,141,028	\$1,163,849	\$1,187,126	\$1,210,868
Sales Taxes	3%	\$710,409	\$731,721	\$753,673	\$776,283	\$799,571	\$823,559	\$848,265	\$873,713	\$899,925	\$926,922	\$954,730
Franchise Taxes	3%	\$684,636	\$130,478	\$134,392	\$138,424	\$142,576	\$146,854	\$151,259	\$155,797	\$160,471	\$165,285	\$170,244
Other Taxes	3%	\$48,758	\$50,221	\$51,728	\$53,279	\$54,878	\$56,524	\$58,220	\$59,967	\$61,766	\$63,619	\$65,527
Licenses & Permits	2%	\$216,670	\$221,003	\$225,423	\$229,932	\$234,530	\$239,221	\$244,005	\$248,885	\$253,863	\$258,940	\$264,119
Intergovernmental	2%	\$58,937	\$60,115	\$61,318	\$62,544	\$63,795	\$65,071	\$66,372	\$67,700	\$69,054	\$70,435	\$71,843
Charges for Services	3%	\$467,957	\$481,996	\$496,456	\$511,350	\$526,690	\$542,491	\$558,766	\$575,528	\$592,794	\$610,578	\$628,895
Fines	3%	\$108,228	\$111,475	\$114,819	\$118,264	\$121,812	\$125,466	\$129,230	\$133,107	\$137,100	\$141,213	\$145,449
Use of Money and Property	0%	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237	\$97,237
Proceeds from Sale of Capital Assets	0%	\$22,371	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	1%	\$49,954	\$50,454	\$50,958	\$51,468	\$51,982	\$52,502	\$53,027	\$53,558	\$54,093	\$54,634	\$55,180
Transfers from County		\$0	\$0	\$0	\$0	\$0	\$0	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Transfers In from Ent. Funds (Related to 2021 Bonds)		\$0	\$0	\$0	\$0	\$107,004	\$214,008	\$214,008	\$214,008	\$214,008	\$214,008	\$214,008
Transfers In		\$704,587	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Revenues (including Transfers)		\$4,163,077	\$2,997,900	\$3,069,468	\$3,142,914	\$3,325,293	\$3,509,653	\$3,739,045	\$3,820,528	\$3,904,160	\$3,989,997	\$4,078,102
Expenditures												
Salaries & Overtime	5%	\$1,092,389	\$1,147,009	\$1,204,359	\$1,264,577	\$1,327,806	\$1,394,196	\$1,463,906	\$1,537,101	\$1,613,956	\$1,694,654	\$1,779,387
Fringe Benefits	5%	\$541,000	\$568,050	\$596,453	\$626,275	\$657,589	\$690,469	\$724,992	\$761,242	\$799,304	\$839,269	\$881,232
Contract Services	6%	\$591,390	\$470,524	\$498,755	\$528,680	\$560,401	\$594,025	\$629,667	\$667,447	\$707,494	\$749,943	\$794,940
Communication	3%	\$37,226	\$38,343	\$39,493	\$40,678	\$41,898	\$43,155	\$44,450	\$45,783	\$47,157	\$48,572	\$50,029
Supplies	3%	\$63,534	\$65,440	\$67,404	\$69,426	\$71,509	\$73,654	\$75,863	\$78,139	\$80,483	\$82,898	\$85,385
Fuel & Utility	3%	\$54,156	\$55,780	\$57,454	\$59,177	\$60,953	\$62,781	\$64,665	\$66,605	\$68,603	\$70,661	\$72,781
Repair & Maintenance	3%	\$87,350	\$89,971	\$92,670	\$95,450	\$98,314	\$101,263	\$104,301	\$107,430	\$110,653	\$113,973	\$117,392
P & GL Insurance	3%	\$6,696	\$6,896	\$7,103	\$7,316	\$7,536	\$7,762	\$7,995	\$8,235	\$8,482	\$8,736	\$8,998
Meetings, Travel & Training	3%	\$24,526	\$25,262	\$26,020	\$26,800	\$27,604	\$28,433	\$29,286	\$30,164	\$31,069	\$32,001	\$32,961
Highways & Streets	0%	\$18,093	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Expenditures (Excluding Debt Service)	3%	\$35,926	\$37,004	\$38,114	\$39,257	\$40,435	\$41,648	\$42,898	\$44,185	\$45,510	\$46,875	\$48,282
Police Department Building Lease	3%	\$36,000	\$37,080	\$38,192	\$39,338	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service (Principal & Interest)		\$109,510	\$80,741	\$13,827	\$13,678	\$225,177	\$0	\$0	\$0	\$0	\$0	\$0
Estimated 2021 Bonds Debt Service		\$0	\$0	\$0	\$0	\$214,008	\$428,016	\$428,016	\$428,016	\$428,016	\$428,016	\$428,016
Capital Outlay	0%	\$750,998	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Total Expenses (including Transfers)		\$3,448,796	\$2,672,100	\$2,729,844	\$2,860,655	\$3,383,230	\$3,515,403	\$3,666,038	\$3,824,347	\$3,990,727	\$4,165,598	\$4,349,403
Revenues Net of Expenses		\$714,281	\$325,800	\$339,624	\$282,259	(\$57,938)	(\$5,749)	\$73,007	(\$3,818)	(\$86,567)	(\$175,601)	(\$271,300)
Beginning Fund Balance		\$1,569,895	\$2,284,176	\$2,609,976	\$2,949,600	\$3,231,859	\$3,173,922	\$3,168,172	\$3,241,179	\$3,237,361	\$3,150,793	\$2,975,192
Ending Fund Balance		\$2,284,176	\$2,609,976	\$2,949,600	\$3,231,859	\$3,173,922	\$3,168,172	\$3,241,179	\$3,237,361	\$3,150,793	\$2,975,192	\$2,703,892



Notes to General Fund Baseline Projection

- ▶ Projection uses FY 2019-20 audited revenues and expenditures as the baseline, given the uncharacteristic nature of FY 2020-21 due to COVID-19 impacts
- ▶ Key, material assumptions driving the projection are listed below (however, assumptions listed here not necessarily all-inclusive)

Key Revenue Assumptions

- ▶ Projection excludes ARP funding (City expects approx. \$2.15M expected); funds likely already earmarked for other purposes
- ▶ Franchise Taxes line item for FY 2020-21 backs out 100% of cannabis-related revenues (i.e., projection assumes no cannabis revenues available for debt service)
- ▶ Projection includes a \$150,000 annual receipt from the County that the City expects to receive upon repayment of Successor Agency loan
- ▶ Projection includes operating overhead transfers into the General Fund from the enterprise funds related to “rent” for office space in new facility; allocating the total city hall/police facility debt service 25% to Water Fund, 25% to Sewer Fund based on direction from City staff

Key Expenditure Assumptions

- ▶ Salaries & Overtime and Fringe Benefits assumed to grow at 5% per year
- ▶ Projection includes CalPERS payments with other personnel categories, given small (~\$100K) total payment in FY 2019-20, low UAL balance, and PEPPRA Miscellaneous Plan UAL costs. Projection assumes safety personnel retirements stay status quo (defined contribution instead of defined benefit).
- ▶ Contract services expenditure in FY 2020-21 is based on FY 2018-19 values due to abnormally high FY 2019-20 emergency pipe repair expense; contract services assumed to grow at 6%
- ▶ Rent related to police department lease of facility by Airport ends in FY 2022-23 (assumes a June 30, 2023, completion of new facility)
- ▶ While Capital Outlay was high (\$751K) in FY 2019-20, projected capital outlay at \$50K per year, offset by transfer in from Development Fees Special Revenue Fund

Debt Service Assumption

- ▶ Debt Service assumption of \$428,500 per year reflects a conservative annual debt service assumption. Our analysis shows a range in possible annual payments from \$428K down to \$347K per year



Stress Testing & Alternative Projection Scenarios

- ▶ Based on our model and analysis, the following sample scenarios would result in a General Fund balance that falls below \$0 by FY 2029-30

Scenario 1 – Weak Revenue Growth

- ▶ \$150K annual payment from County does not materialize in FY 2025-26 and onward
- ▶ Utility Funds (Sewer and Water) each only use 12.5% of the new facility (25% total); lower operating overhead transfers related to facility/office use
- ▶ Revenues only grow at 2% per year
- ▶ Expenditures unchanged from Baseline projection

Scenario 2 – Higher Expense Growth

- ▶ Expenses grow at 7% instead of assumed annual average of 5.6%
- ▶ Revenues unchanged from Baseline projection

Scenario 3 – Slight Recession and Revenue Loss Next Year

- ▶ Revenues decrease 7% in FY 2021-22, grow at 3% thereafter through FY 2029-30
- ▶ Expenditures unchanged from Baseline projection

Note: Scenarios are identified for discussion purposes; we did not run exhaustive Monte Carlo analysis of all scenarios that could stress the General Fund



Water Fund Coverage Projection

- ▶ Water Fund debt outstanding includes USDA Loan, portion of WestAmerica Vehicle Loans, and 50% of the debt service on Signature Bank Capital Lease
- ▶ Projection assumes a 1% annual water demand increase; average annual population growth at 1.4% over last 10 years based on CA Department of Finance estimates
- ▶ **Water Fund is projected to be able to pick up 25% of debt service on the city hall/police station financing, and still meet required debt service coverage***

	Audited	Projected									
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Gross Revenues¹:											
	9.4%	0.7%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Charges for Service	2,234,002	2,249,084	2,271,574	2,294,290	2,317,233	2,340,405	2,363,809	2,387,448	2,411,322	2,435,435	2,459,790
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0
Developer Fees	18,802	18,929	19,118	19,309	19,502	19,698	19,894	20,093	20,294	20,497	20,702
Interest income	15,353	15,457	15,611	15,767	15,925	16,084	16,245	16,408	16,572	16,737	16,905
Total Gross Revenues	2,268,157	2,283,469	2,306,304	2,329,367	2,352,661	2,376,187	2,399,949	2,423,948	2,448,188	2,472,670	2,497,397
Operating Expenses²:											
		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Wages and benefits	559,324	576,104	593,387	611,188	629,524	648,410	667,862	687,898	708,535	729,791	751,685
Maintenance and supplies	998,043	1,027,984	1,058,824	1,090,589	1,123,306	1,157,005	1,191,716	1,227,467	1,264,291	1,302,220	1,341,286
Operating transfer to General Fund (2021 Bonds)	0	0	0	0	37,967	107,123	107,123	107,123	107,123	107,123	107,123
Total Operating Expenses	1,557,367	1,604,088	1,652,211	1,701,777	1,790,797	1,912,538	1,966,701	2,022,488	2,079,949	2,139,134	2,200,094
Net Revenues (Revenues - Operating Expenses)	710,790	679,381	654,093	627,590	561,864	463,649	433,248	401,460	368,239	333,536	297,302
Debt											
USDA Water Improvement Loan	66,970	66,855	66,650	66,355	65,970	66,473	64,762	64,762	64,762	0	0
Westamerica Bank Loan - Jeep Cherokee	2,416	2,416	2,416	2,214	0	0	0	0	0	0	0
Westamerica Bank Loan - Vehicles	6,144	512	0	0	0	0	0	0	0	0	0
Signature Bank Capital Lease Obligation (Solar Project)	59,011	119,580	124,538	131,498	138,778	148,869	159,384	167,865	176,732	186,005	195,701
Total Debt Service	134,541	189,363	193,604	200,067	204,748	215,342	224,145	232,626	241,494	186,005	195,701
Debt Service Coverage	5.28	3.59	3.38	3.14	2.74	2.15	1.93	1.73	1.52	1.79	1.52

Coverage "low point" at 1.50 is considered strong

*The actual allocation of debt service to the enterprise funds through an internal overhead transfer will need to be determined based on conversations with city attorney and bond counsel



Sewer Fund Coverage Projection

- ▶ Sewer Fund debt outstanding includes 2005 Wastewater Revenue Bonds, 2010 Wastewater Certificates of Participation, 50% of the debt service on the Signature Bank Capital Lease, and a portion of WestAmerica vehicle leases
- ▶ Projection assumes a 1% annual sewer flow increase; average annual population growth at 1.4% over last 10 years based on CA Department of Finance estimates
- ▶ Sewer Fund coverage was below the 1.20 requirement in FY 2019-20 (at 1.08) due to emergency pipe repair; coverage not projected to move above 1.20 in future years without corrective action on new revenues, reduced expenses and/or refinancing/restructuring existing debt
- ▶ **Issues with coverage raise significant questions about Sewer Fund's ability to cover a 25% share of the city hall/police station financing***

	Audited	Projected									
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Gross Revenues¹:	1.3%	2.7%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%	1.0%
Charges for Service	1,495,694	1,536,118	1,551,479	1,566,994	1,582,664	1,598,491	1,614,476	1,630,620	1,646,927	1,663,396	1,680,030
Developer Fees	15,580	16,001	16,161	16,323	16,486	16,651	16,817	16,985	17,155	17,327	17,500
Interest income	6,919	7,106	7,177	7,249	7,321	7,395	7,468	7,543	7,619	7,695	7,772
Total Gross Revenues	1,518,193	1,559,225	1,574,817	1,590,566	1,606,471	1,622,536	1,638,761	1,655,149	1,671,701	1,688,418	1,705,302
Operating Expenses²:		3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%	3.0%
Wages and benefits	423,873	436,589	449,687	463,177	477,073	491,385	506,127	521,310	536,950	553,058	569,650
Maintenance and supplies	620,086	537,155	553,270	569,868	586,964	604,573	622,710	641,391	660,633	680,452	700,865
Operating transfer to General Fund (2021 Bonds)	0	0	0	0	53,502	107,004	107,004	107,004	107,004	107,004	107,004
Total Operating Expenses	1,043,959	973,744	1,002,957	1,033,045	1,117,539	1,202,962	1,235,841	1,269,706	1,304,587	1,340,514	1,377,519
Net Revenues (Revenues - Operating Expenses)	474,234	585,481	571,861	557,520	488,933	419,574	402,921	385,443	367,114	347,903	327,782
Debt											
2005 Wastewater Revenue Bonds	259,305	258,044	261,213	258,838	261,088	257,963	205,748	204,439	207,744	205,663	203,324
2010-1 Wastewater Certificates of Participation	113,474	113,310	113,654	113,154	113,593	113,173	113,293	112,553	112,752	113,052	112,912
Signature Bank Capital Lease Obligation (Solar Project)	59,011	119,580	124,538	131,498	138,778	148,869	159,384	167,865	176,732	186,005	195,701
Westamerica Bank Loan - Jeep Cherokee	2,416	2,416	2,416	2,214	0	0	0	0	0	0	0
Westamerica Bank Loan - Vehicles	6,144	512	0	0	0	0	0	0	0	0	0
Total Debt Service	440,350	493,862	501,820	505,703	513,458	520,004	478,424	484,856	497,228	504,720	511,936
Debt Service Coverage (120% Requirement)	1.08	1.19	1.14	1.10	0.95	0.81	0.84	0.79	0.74	0.69	0.64

Coverage under 1.20x requirement is a "red flag"

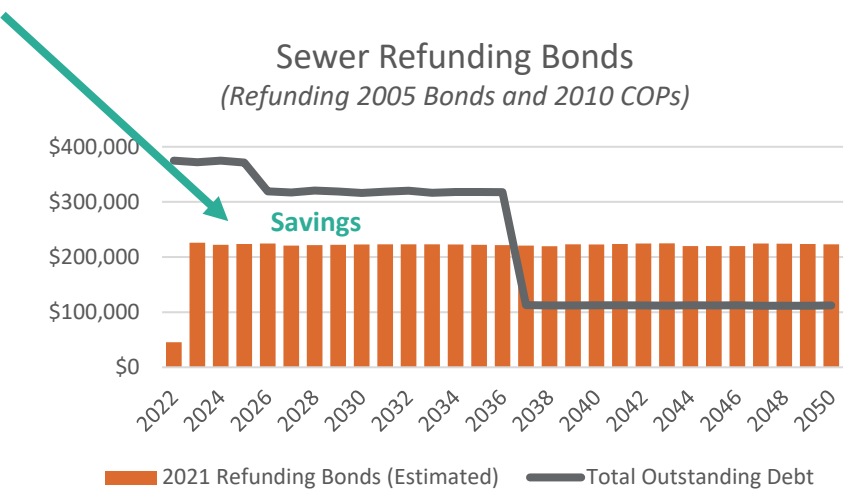
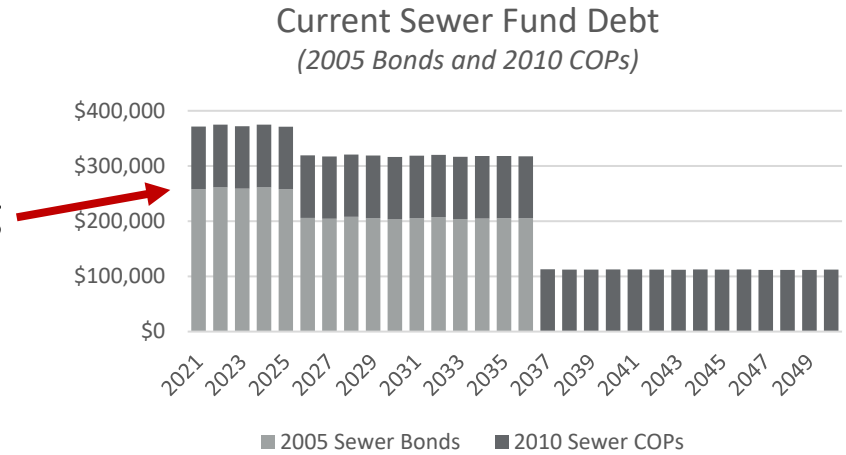
*The actual allocation of debt service to the enterprise funds through an internal overhead transfer will need to be determined based on conversations with city attorney and bond counsel

**FY 2020-21 numbers exclude one-time revenues of \$1M from sale of property brings FY 2020-21 Sewer Fund coverage in compliance with covenanted levels, but does not change future years' projections



Refunding and Restructuring to Improve Sewer Fund Coverage

- ▶ Sewer Fund coverage could be improved through a refunding of outstanding 2005 and 2010 Sewer Bonds (\$4.1M total outstanding par)
- ▶ Front-end loaded structure of outstanding debt putting near term “strain” on Sewer Fund coverage
- ▶ Refinancing and restructuring both bonds significantly reduces near term payments by over \$190,000 through FY 2024-25 while still capturing net present value savings
- ▶ Over \$300,000 net present value savings
 - ▶ Breakeven total cashflow savings due to dis-savings in FY 2036-37 through FY 2049-50
- ▶ 3.45% all-in interest rate on refunding bonds vs. 4.4% average interest rate on outstanding debt

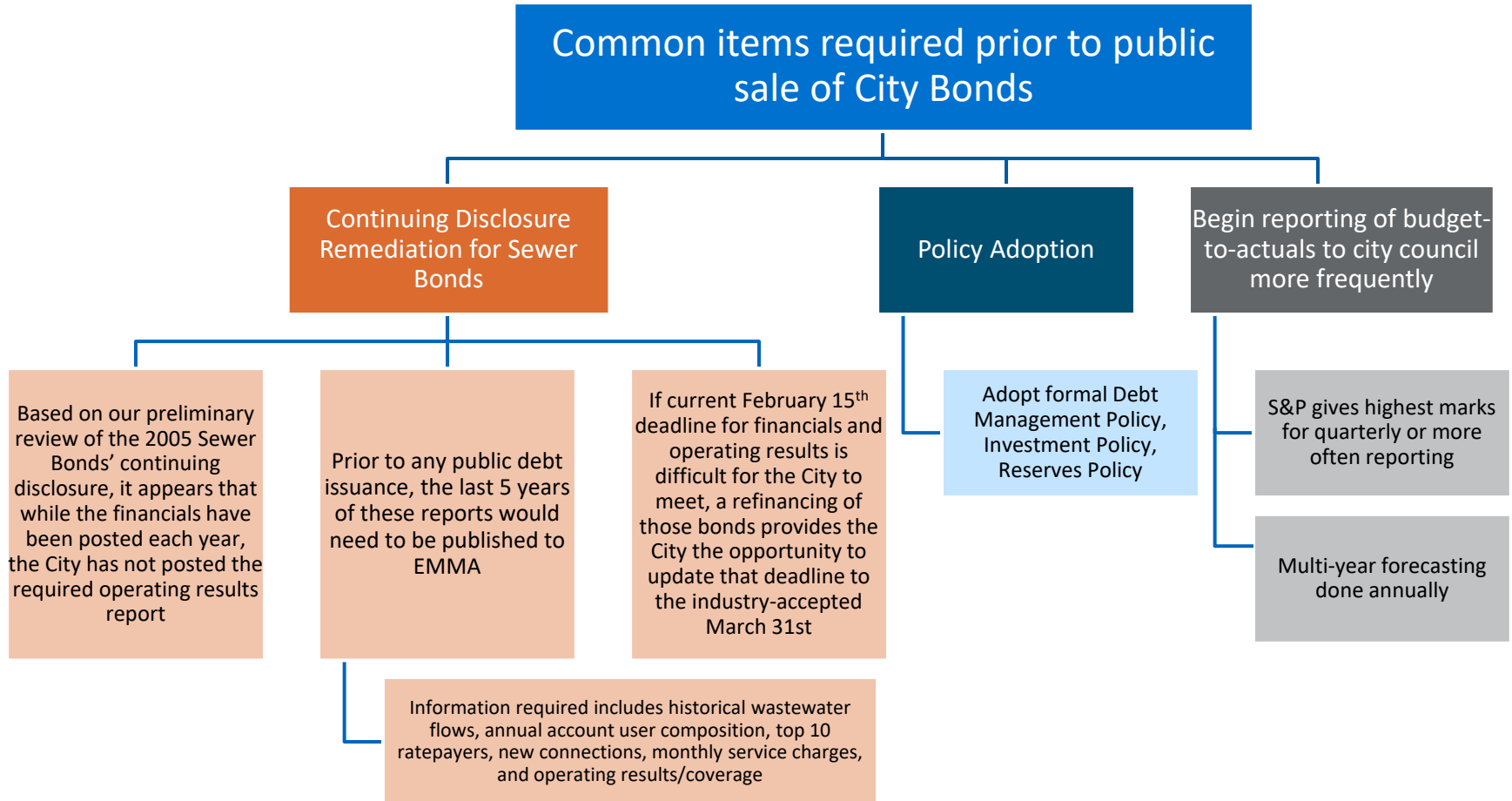


All figures are presented net of estimated costs of issuing the refunding bonds; assumes “BBB” market rates + 0.5% buffer



CITY OF
MENDOTA

“To-Do” Items Before a Public Offering of City Bonds



Summary

- ▶ NHA Advisors believes it is financially feasible for the City of Mendota to finance the construction of the proposed \$7.5 million city hall / police facility project and make the estimated annual lease payments of approximately \$430,000 over the forecast period time frame (10 Years). This opinion is based upon the following assumptions and facts:
 - ▶ \$1.0 million of City contribution reducing the net project funding need to \$6.5 million;
 - ▶ General Fund (GF) cash balances and projections as outlined in this analysis are materially correct with the various assumptions noted;
 - ▶ Water and Sewer utility fund projections and assumptions are materially correct; also assumes Sewer Fund rectifies debt service coverage concerns for its 25% share of lease payment;
 - ▶ 50% General Fund share of Lease Payment; 50% Water/Sewer Fund Share (25% each);
 - ▶ Investment grade rating and interest rates plus .25% for such a transaction as of May 17, 2021;
 - ▶ Bond Counsel opines allocations between GF, Water and Sewer Funds is appropriate;
 - ▶ Various policies and practices are implemented that partially underpin NHA's credit rating estimate and transaction structuring and interest rates assumptions;
- ▶ NHA Advisors has relied upon data received from the City of Mendota and accuracy and completeness of the financial and legal information received from the City from NHA's follow up inquiries and due diligence efforts



Regulatory Disclosures

NHA Advisors, LLC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, NHA Advisors, LLC has a Fiduciary duty to the public agency and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the public agency with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the public agency’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the public agency; and
- d) undertake a reasonable investigation to determine that NHA Advisors, LLC is not forming any recommendation on materially inaccurate or incomplete information; NHA Advisors, LLC must have a reasonable basis for:
 - i. any advice provided to or on behalf of the public agency;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the public agency, any other party involved in the municipal securities transaction or municipal financial product, or investors in the public agency securities; and
 - iii. any information provided to the public agency or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

NHA Advisors, LLC must deal honestly and with the utmost good faith with the public agency and act in the public agency’s best interests without regard to the financial or other interests of NHA Advisors, LLC. NHA Advisors, LLC will eliminate or provide full and fair disclosure (included herein) to Issuer about each material conflict of interest (as applicable). NHA Advisors, LLC will not engage in municipal advisory activities with the public agency as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the public agency’s best interests.





MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

May 11, 2021

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

Roll Call

Council Members Present: Mayor Rolando Castro, Mayor Pro Tem Jesus Mendoza, Councilors Jose Alonso, Joseph Riofrio, and Oscar Rosales

Council Members Absent: None

Flag salute led by Police Officer Galaviz

FINALIZE THE AGENDA

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

A motion was made by Councilor Riofrio to adopt the agenda, seconded by Councilor Rosales; unanimously approved (5 ayes).

SWEARING IN

1. City Clerk Cabrera-Garcia to swear in Police Officer Adriana Roth.

Chief of Police Smith provided Officer Roth's background.

City Clerk Cabrera-Garcia swore in Officer Roth.

The Council congratulated Officer Roth and wished her well.

At 6:21 p.m. Mayor Castro announced that there would be a recess.

At 6:29 p.m. the meeting resumed.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Dan Urias (Fresno County Fire) – introduced himself and stated that he will be serving the area as the new battalion chief.

P. Anthony Thomas (Cresco Labs) – introduced himself and stated that he looks forward to continuing the partnership between the City and Cresco Labs.

Discussion was held on the possibility of scheduling a tour of the Cresco Labs facility.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of April 27, 2021.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

A motion was made by Councilor Rosales to approve items 1 and 2, seconded by Councilor Riofrio; unanimously approved (5 ayes).

CONSENT CALENDAR

1. APRIL 27, 2021 THROUGH MAY 5, 2021
WARRANT LIST CHECK NOS. 50241 THROUGH 50299
TOTAL FOR COUNCIL APPROVAL = \$981,992.39
2. Proposed approval of **Proclamation No. 21-02**, remembering and honoring Mayor Robert Silva for his passion and commitment to the City of Mendota.
3. Proposed adoption of **Resolution No. 21-28**, authorizing application for and receipt of Regional Early Action Planning (REAP) Grant Program Funds for the development of a GIS online mapping system.
4. Proposed adoption of **Resolution No. 21-29**, approving the proposal submitted by ECS Imaging, Inc. for electronic document management software and authorizing the City Manager to execute all necessary documents.
5. Proposed adoption of **Resolution No. 21-30**, establishing a banner sponsorship program for the baseball fields at Rojas-Pierce Park.

A request was made to pull item 5 for discussion.

A motion was made by Councilor Riofrio to approve items 1 through 4 of the Consent Calendar, seconded by Councilor Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

5. Proposed adoption of **Resolution No. 21-30**, establishing a banner sponsorship program for the baseball fields at Rojas-Pierce Park.

Discussion was held on the item.

A motion was made by Councilor Riofrio to approve item 5 of the Consent Calendar, seconded by Councilor Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

BUSINESS

1. Council discussion and consideration on the naming and grand opening of the soccer field at Rojas-Pierce Park.

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

Discussion was held on the item including naming the soccer field after Mr. Danny Trejo.

A motion was made by Councilor Rosales to name the new soccer field the “Danny Trejo Soccer Field”, purchase a banner for the field, and plan a grand opening event, seconded by Councilor Alonso; unanimously approved (5 ayes).

2. Council discussion and consideration of **Resolution No. 21-31**, authorizing the formation of a City Council ad hoc subcommittee to evaluate the proposals received in response to the Request for Proposals for the Sale and Development of City Real Property.

Mayor Castro introduced the item and City Manager Gonzalez provided the report.

Discussion was held on the item.

Jonathan Leiva – stated that it was difficult to hear the Council.

Discussion was held on the item.

A motion was made by Councilor Riofrio to appoint Councilors Rosales and Riofrio and regular members and Mayor Castro as the alternate member, seconded by Councilor Alonso; unanimously approved (5 ayes).

3. Council discussion and consideration of **Ordinance No. 21-11**, adding Chapter 2.56 to Title 2 of the Mendota Municipal Code to establish uniform administrative appeal procedures.

Mayor Castro introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the item and on various code violations throughout the City.

A motion was made by Councilor Rosales to waive the first reading of Ordinance No. 21-11 and set the public hearing for the May 25th City Council meeting, seconded by Councilor Riofrio; unanimously approved (5 ayes).

4. Council discussion and consideration of **Ordinance No. 21-12**, amending Chapter 1.20 of Title 1 of the Mendota Municipal Code (MMC) and adding Chapter 2.54 to Title 2 of the MMC to establish a uniform procedure for the assessment, levying, collection, and appeal of penalties issued for violations of City ordinances.

Mayor Castro introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the item.

A motion was made by Councilor Rosales to waive the first reading of Ordinance No. 21-12 and set the public hearing for the May 25th City Council meeting, seconded by Councilor Riofrio; unanimously approved (5 ayes).

5. Council discussion and consideration of **Ordinance No. 21-13**, amending Chapter 10.12 of Title 10 of the Mendota Municipal Code to permit impoundment of vehicles in violation of parking restrictions.

Mayor Castro introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the item.

A motion was made by Councilor Rosales to waive the first reading of Ordinance No. 21-12 and set the public hearing for the May 25th City Council meeting, seconded by Councilor Riofrio; unanimously approved (5 ayes).

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-07**, approving amendments to Chapter 8.37 of Title 8 of the Mendota Municipal Code to repeal the cannabis retail business license cap.

Mayor Castro introduced the item and City Planner O'Neal summarized the report.

Discussion was held on the item.

At 7:13 p.m. Mayor Castro opened the hearing to the public

Anthony Thomas (Cresco Labs) – inquired about the item.

At 7:18 p.m. Mayor Castro closed the hearing to the public.

Discussion was held on the item.

A motion was made by Councilor Rosales to introduce and waive the first reading of Ordinance No. 21-07, seconded by Councilor Riofrio; unanimously approved (5 ayes).

2. Council discussion and consideration of **Ordinance No. 21-08**, approving amendments to Chapter 17.99 of Title 17 of the Mendota Municipal Code to repeal the cannabis dispensary ban in the Commercial Cannabis Overlay District.

Mayor Castro introduced the item and City Planner O'Neal summarized the report.

Discussion was held on the item.

At 7:19 p.m. Mayor Castro opened the hearing to the public

Anthony Thomas (Cresco Labs) – inquired about the item.

Discussion was held on the item.

At 7:21 p.m. Mayor Castro closed the hearing to the public.

A motion was made by Councilor Rosales to introduce and waive the first reading of Ordinance No. 21-08, seconded by Councilor Alonso; unanimously approved (5 ayes).

3. Council discussion and consideration of **Ordinance No. 21-09**, approving the entrance into a development agreement in the matter of Application No. 20-22, the Element 7 Mendota, LLC project.

Mayor Castro introduced the item and City Planner O'Neal summarized the report.

Josh Black (Element 7) – provided information on the project.

Discussion was held on the item and on the Element 7 Mendota, LLC project.

At 7:31 p.m. Mayor Castro opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

A motion was made by Councilor Rosales to introduce and waive the first reading of Ordinance No. 21-09, seconded by Councilor Riofrio; unanimously approved (5 ayes).

4. Council discussion and consideration of **Ordinance No. 21-10**, approving amendments to Chapter 8.32 of Title 8 of the Mendota Municipal Code regarding alarm systems and Chapter 15.04 of Title 15 of the Mendota Municipal Code regarding electrified fencing.

Mayor Castro introduced the item and City Planner O'Neal summarized the report.

Discussion was held on the item.

Keith Kaneko – commented on the item.

Discussion was held on the item and on cannabis cultivation projects in the community.

Keith Kaneko – commented on the item.

Discussion was held on the item and on cannabis cultivation projects in the community.

At 7:48 p.m. Mayor Castro opened the hearing to the public and, hearing no one present willing to comment, closed it in that same minute.

Discussion was held on the item.

A motion was made by Councilor Rosales to introduce and waive the first reading of Ordinance No. 21-10, seconded by Councilor Riofrio; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Officer
 - a) Grant Update

Finance Officer Diaz provided an update on various grant projects; and the status of various grant applications.

Discussion was held on the Mendota Connectivity Project; and the status of the community center grant application.

At 7:52 p.m. Councilor Riofrio left the Council Chambers and returned at 7:55 p.m.

2. City Engineer
 - a) Update

City Engineer Osborn provided his report including the status of various engineering projects, planning projects, grant applications, and development projects.

Discussion was held on the basketball courts resurfacing project.

3. City Attorney
b) Update

The Council thanked Assistant City Attorney Castro for his work.

4. City Manager

City Manager Gonzalez reported on the upcoming Robert Silva Memorial Event; a fatal accident that recently occurred and an email that he sent to Caltrans expressing the City's concerns over traffic/pedestrian safety along Oller Street; staff painting curbs red; a structure fire that recently occurred; PG&E outages along 7th Street; the status of the Little Caesar's project; and issues with certain ag wells.

Discussion was held on the issues with the ag wells; companies that may be interested in building homes in the City; the quality of the City's water; the possibility of installing a little library; and the status of the Mendota Mural Project.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Rosales commented on potentially acquiring surplus property from the IRS.

Councilor Riofrio commented on the closure of the Fresno branch of the IRS; the relocation of a Fresno Costco store; a new casino that is coming to Fresno; that he recently ran into Mr. Rudy Marquez; and other items/historical information relevant to the City.

Mayor Pro Tem Mendoza commented on the progress of the community and inquired about the Westside Youth, Inc. open market.

Discussion was held on the work of the police K-9, and community engagement.

Councilor Alonso inquired on the possibility of painting the curb adjacent to stop signs red; and a panel that he recently participated on.

Discussion was held on parking violations and safety concerns throughout the City.

2. Mayor

Mayor Castro commented on the utilization of Lozano Park and the possibility of improving the park.

Discussion was held on scheduling the budget hearing; and the upcoming charitable softball game.

CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §§ 54954.5(f), 54957.6
 - a. Agency Designated Representatives: Cristian Gonzalez, City Manager;
Jennifer Lekumberry, Director of Administrative Services
 - b. Employee Organization: Mendota Police Officers Association

At 8:46 p.m. the Council moved into closed.

At 9:19 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regard to item 1 there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:19 p.m. by Councilor Riofrio, seconded by Councilor Riofrio unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
 CASH DISBURSEMENTS
 5/12/2021-5/18/2021
 CHECK# 50300-50341

Date	Check #	Check Amount	Vendor	Department	Description
5/12/2021	50300	\$ 95,988.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 4/26/2021-5/9/2021
5/18/2021	50301	\$ 5,565.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN NOTIFICATION 5/7/2021 & 5/14/2021, (6) HRA ADMINISTRATION- MAY 2021 , MONTHLY MEDICAL ADMIN.
5/18/2021	50302	\$ 35.80	AIRGAS USA, LLC	WATER	RENT CYL IND. SMALL CARBON DIOXIDE APRIL 2021
5/18/2021	50303	\$ 699.68	ALERT-0-LITE	GENERAL-WATER-SEWER-STREETS	(1) 10X20 WHITE COMM CONOPY, MICRO BAR STROBE AMBER MAG-TROPOS BEACON LIGHT
5/18/2021	50304	\$ 740.00	BC LABORATORIES, INC.	WATER	DRINKING WATER- EDT TTHM/HAA5 2ND QUARTER
5/18/2021	50305	\$ 253.81	BELMONT NURSERY	GENERAL	(11) COLOR BEDDING ASST FLAT (3) GROUND COVER-PARKS
5/18/2021	50306	\$ 493.25	BSK ASSOCIATES	WATER-SEWER	WW WEEKLY, WEEKLY GRAB SAMPLE 4/27/2021, 4/13/2021, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 5/5/2021
5/18/2021	50307	\$ 122.86	CABRERA, CELESTE	GENERAL	REIMBURSEMENT FOR THE ROBERT SILVA EVENT SUPPLIES
5/18/2021	50308	\$ 1,681.96	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONE & INTERNET 5/6/21-6/5/21
5/18/2021	50309	\$ 189.84	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL QUEST SERVICES FOR APRIL 2021
5/18/2021	50310	\$ 1,721.17	CORE & MAIN LP	WATER	(100) 3/4X1 16 MTR GASKET, NEOPRENE, FIBRELYTE FL12T BOX ONLY WITH MOUSE HOLES- WATER DEPARTMENT
5/18/2021	50311	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATIONS PROCESSING MARCH 2021 (PD)
5/18/2021	50312	\$ 12,250.00	FIREBAUGH POLICE	GENERAL-WATER-SEWER	POLICE DISPATCH SERVICES APRIL 2021
5/18/2021	50313	\$ 5,899.95	FRESNO COUNTY CLERK	GENERAL	CITY OF MENDOTA CITY COUNCIL/CITY COUNCIL SHORT TERM ELECTION FEES
5/18/2021	50314	\$ 574.00	FRESNO MOBILE RADIO INC.	GENERAL	(31) POLICE DEPARTMENT RADIOS, ADD (5) POLICE DEPARTMENT RADIOS- APRIL 2021
5/18/2021	50315	\$ 1,039.50	GOVERNMENTJOBS.COM, INC.	GENERAL-WATER-SEWER	SUBSCRIPTION FEE FOR GOVERNMENTJOBS.COM 2021-2022
5/18/2021	50316	\$ 164.39	GUTHRIE PETROLEUM INC	WATER	(35) 4-10/14 CHEV. ULTRA DUTY #2 WATER PLANT
5/18/2021	50317	\$ 1,306.50	ICAD INC.	WATER	(5) HRS SERVICE WORK OT, 92 MILES TRAVEL (WTP)
5/18/2021	50318	\$ 727.44	INDUSTRIAL CHEM LAB	SEWER	100LB LSD LIFT STATION DEGREASER & SHIPPING-SEWER
5/18/2021	50319	\$ 563.16	OPHELIA LUGO MARADIAGA	GENERAL	CHAPLAIN TRAINING FOR OPHELIA LUGO
5/18/2021	50320	\$ 74.41	MENDOTA SMOG & REPAIR	GENERAL-WATER-SEWER	2016 FORD- F-250 SUPER DUTY MOTOR OIL CHANGE
5/18/2021	50321	\$ 446.55	METRO UNIFORM	GENERAL	MENDOTA SHOULDER PATCH, NAMETAPE (E.JIMENEZ)(PD), 2021 PENAL & VEHICLE CODE, (G. GALAVIZ) (PD)
5/18/2021	50322	\$ 5,100.00	MOUNTAIN VALLEY ENVIRONMENTAL	WATER-SEWER	JUNE 2021 CITY WATER/DISTRIBUTION WWT & CPO SERVICES
5/18/2021	50323	\$ 2,689.94	NORTHSTAR CHEMICAL	WATER	(700) GAL SODIUM HYPOCHLORITE- 12.5%, (615) GAL SODIUM HYPOCHLORITE- 12.5%
5/18/2021	50324	\$ 154.56	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- PAPER, PENS, FILE FOLDERS, GERM-X
5/18/2021	50325	\$ 562.17	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICES FOR 559-266-6456 4/26/21-5/25/21
5/18/2021	50326	\$ 569.37	PETTY CASH	GENERAL-STREETS	PETTY CASH EXPENSES TAG# 670-686
5/18/2021	50327	\$ 16,865.05	PG&E	GENERAL-WATER-SEWER-STREETS-AIRPORT	CITYWIDE UTILITIES FOR 3/10/2021-4/8/2021
5/18/2021	50328	\$ 4,629.39	QUINN COMPANY	SEWER	TROUBLESHOOT GENERATOR, REPAIR, REPLACE CONTROL PANEL, LABOR (WWTP)
5/18/2021	50329	\$ 232.86	R.G. EQUIPMENT COMPANY	GENERAL	(3) TRIMMER LINE (6) BLADE-RECYCLER 60" - PARKS
5/18/2021	50330	\$ 2,686.04	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR APRIL 2021
5/18/2021	50331	\$ 92.59	STATE OF CALIFORNIA	STREETS	SIGNALS & LIGHTING BILLING JANUARY-MARCH 2021
5/18/2021	50332	\$ 21,090.38	TERRY EQUIPMENT INC.	GENERAL-WATER-SEWER-STREETS	TROPOS ABLE ST CHASSIS- WHITE (GRANT REIMBURSABLE)
5/18/2021	50333	\$ 413.00	THE PIN CENTER	GENERAL-WATER-SEWER	(200) CITY OF MENDOTA LOGO PINS
5/18/2021	50334	\$ 649.23	TRIANGLE ROCK PRODUCTS,LLC	STREETS	ST 3/8 CM 3000 AGG & ASPHALT QTY: 9.15 STREET PATCHING

CITY OF MENDOTA
 CASH DISBURSEMENTS
 5/12/2021-5/18/2021
 CHECK# 50300-50341

5/18/2021	50335	\$ 129.62	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SERVICES FOR 5/13/21 TERRY CLOTHS, MOPS
5/18/2021	50336	\$ 39.31	USA BLUEBOOK	SEWER	USABB PH BUFFER PACK, LIQUID DPD1B 60 ML & LAMOTTE
5/18/2021	50337	\$ 928.49	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELLPHONE SERVICE FOR 4/7/21-5/6/21
5/18/2021	50338	\$ 300.00	VORTAL	GENERAL-WATER-SEWER	WEBSITE MAINTENANCE- HOSTING & MAINTENANCE
5/18/2021	50339	\$ 1,540.73	VULCAN MATERIALS COMPANY	STREETS	HYBRID HMA QTY(12.16)AGG & ASPHALT MCCABE ST. SPEED HUMPS, QTY: 12.27 STREET HUMPS- SORENSEN ST.
5/18/2021	50340	\$ 64.80	WECO	GENERAL-WATER-SEWER	(6) RENTAL CYL ACETYLENE #4 OXYGEN D&K APRIL 2021
5/18/2021	50341	\$ 136.48	ZEE MEDICAL SERVICE	GENERAL-WATER-SEWER	FIRST AID KIT SUPPLIES FOR CITY HALL 4/16/2021

\$ 189,611.28

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ACCEPTANCE OF PUBLIC IMPROVEMENTS CONSTRUCTED FOR LA COLONIA
DATE: MAY 25, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-32, approving and accepting the public improvements, excepting the planting and irrigation along Bass Avenue, for the La Colonia development (Tract 6218)?

BACKGROUND

The original Vesting Tentative Subdivision Map for La Colonia (VTM No. 2018-01) was approved, subject to conditions of approval, by the City Council on August 14, 2018. The final map, accepted by the City Council on February 12, 2019 dedicated public street right-of-way and a pedestrian access paseo (Lot B) to the City for the purposes of providing public utilities and access to the lots.

The city continues to have Performance and Labor and Material bond securities for the subject tract. These securities are held throughout the construction to give the City a way to complete the work should the developer fail to do so for any reason. Since the work is complete and has been approved by the City Engineer, it is now appropriate to formally accept the work and release the bonds.

On March 1, 2021 the plantings and irrigation system along Bass Avenue was completed. As required by the approved improvement plans for the Bass Avenue landscaping, the developer's landscape contractor shall continue to maintain the shrubs, trees and associated irrigation system during a one-year establishment and maintenance period prior to acceptance of those improvements.

ANALYSIS

The City Manager and Public Works staff has reviewed the work and the City Engineer's recommended approval and agrees that acceptance is now appropriate.

Acceptance of the Bass Avenue planting and irrigation will not occur until after the one-year establishment and maintenance period and the City Engineer and Public Works staff have found the plantings to be well established and the irrigation system to be in working order.

FISCAL IMPACT

No direct financial impact. There will be incremental maintenance costs for the maintenance of the planting and irrigation system in the planter strips along Barboza Street, the planter strips around the pocket park (Lot A), the pedestrian access paseo (Lot B), as well as the decorative street lighting; however, these costs are included in the assessment rates applied to each property within Tract 6218 as part of the Landscape and Lighting Maintenance District (LLMD) 2019-01. There will also be incremental maintenance costs for the remainder of the completed public improvements over time, which will be offset by increased property tax and water and sewer fee revenues. There will be no direct impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-32, approving and accepting the public improvements, excepting the Bass Avenue planting and irrigation, constructed for Tract 6218 “La Colonia”, thereby taking over responsibility for on-going maintenance from the developer, and authorizing the City Manager to release the associated bond securities.

Attachment(s):

1. Resolution No. 21-32

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AND ACCEPTING THE PUBLIC IMPROVEMENTS
CONSTRUCTED FOR TRACT NO. 6218 “LA COLONIA”**

RESOLUTION NO. 21-32

WHEREAS, Vesting Tentative Subdivision Map No. 2018-01 for La Colonia was approved by the City Council with Resolution 18-63 on August 14, 2018 subject to conditions of approval; and

WHEREAS, the Final Map 18-01 for Tract No. 6218 for the La Colonia subdivision was approved by the City Council with Resolution 19-08 on February 12, 2019; and

WHEREAS, all work within the public right-of-way and all street improvements required by the conditions of approval of the above tract have been completed by the Owner in accordance with Title 16, Chapter 16.32 of the Municipal Code of the City of Mendota, the City of Mendota Standard Specifications, the State of California Department of Transportation Standard Specifications, and the approved construction plans as stipulated in the Development Agreement; and

WHEREAS, all such construction has been approved by the City Engineer and satisfactorily tested by approved testing laboratories; and

WHEREAS, Performance and Labor and Materials bond securities were furnished to the City in accordance with Title 16, Chapter 16.48 of the Municipal Code of the City of Mendota for the tract; and

WHEREAS, the approved Bass Avenue landscaping plans require the developer’s contractor to maintain the landscaping improvements for a one-year establishment and maintenance period prior to acceptance; and

WHEREAS, the installation of Bass Avenue’s landscaping including shrubbery, trees and associated irrigation system was completed on March 1, 2021.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the public improvements constructed for Tract No. 6218, excepting the Bass Avenue planting and irrigation, are approved and accepted, and authorization is given to the City Manager to release the bond securities for said improvements in accordance with the Mendota Municipal Code and Government Code section 66499.7.

AND LET IT BE FURTHER RESOLVED, that the developer is no longer responsible for the maintenance of the plantings and irrigation system in the planter strip along Barboza Street, the plantings and irrigation of the planter strip adjacent to the pocket park (Lot A), the landscaping of the pedestrian paseo (Lot B) in Tract No. 6218, and all street lighting, except as required by the warranty provisions of the Development Agreement, and that the maintenance of said landscape areas and lighting will now be the responsibility of the City, as part of the Landscape and Lighting Maintenance District (LLMD) 2019-01.

Rolando Castro, 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 25th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA DESIGNATING
SURPLUS REAL PROPERTY**

RESOLUTION NO. 21-33

WHEREAS, the City Council of the City of Mendota is authorized to hold, control, and dispose of real property for the common benefit, so long as that disposal is consistent with the City of Mendota’s General Plan; and

WHEREAS, the City owns that certain real property comprised of a 10-acre portion on the eastern end of a 46.7-acre parcel, more commonly known as Assessor’s Parcel Number (“APN”) 013-030-68ST (the “Subject Property”); and

WHEREAS, the City Council of the City of Mendota has determined that the Subject Property is not necessary for either present or future public purposes; and

WHEREAS, the City Council of the City of Mendota now wishes to declare the Subject Property “surplus land,” as defined by Section 54221 of the Government Code, in order to dispose of the Subject Property for valuable consideration following service of notice to certain public agencies, as required by Section 54222 of the Government Code.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby declares the eastern 10-acre portion of APN 013-030-68ST is no longer necessary for present or future public purposes, and is hereby declared “surplus land.”

Rolando Castro, 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 25th day of May, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O’NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDER ORDINANCE NO. 21-07 REGARDING THE MAXIMUM PERMISSIBLE NUMBER OF CANNABIS DISPENSARIES IN THE CITY
DATE: MAY 25, 2021

ISSUE

Shall the City Council waive the second reading of and adopt Ordinance No. 21-07, amending Mendota Municipal Code Chapter 8.37 to remove the limit on the number of allowable cannabis dispensaries within the City?

BACKGROUND

In addition to the State of California’s Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), Mendota Municipal Code (MMC) Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) provide the regulations applicable to non-personal cannabis activities in Mendota. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City. Since the enactment of the ordinances, each has been amended on occasion to modify various provisions, remove inconsistencies or conflicts, and streamline processes.

Section 8.37.100 allows up to one (1) dispensary per 20,000 population (or part thereof) within the City. Given the City’s current estimated population of 12,514,¹ a maximum of one dispensary could be authorized. However, the definition of “dispense” includes any retail sale, which by extension includes both storefront activities and delivery. The approved project at 1269 Marie Street could conceivably house multiple tenants involved in “dispensing” via delivery, and there is a current proposal for a storefront retail and delivery at 796 Oller Street. The 1/20,000 ratio cannot support the approved and proposed uses.

Following a public hearing at a regular meeting on May 11, 2021, the City Council introduced and waived the first reading of Ordinance No. 21-07.

ANALYSIS

The proposed amendment to Section 8.37.100 would strike the limitation of one dispensary per 20,000 residents and reserve that section for future use. Any future proposal for retail cannabis operations would remain subject to approval of a conditional use permit by the Planning

¹ The most current estimate from the California Department of Finance, January 1, 2020.

Commission and a development agreement by the City Council, i.e., the City still maintains control over whether these facilities are approved.

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).

The proposal does not authorize any particular activity. Approved development was subject to separate CEQA analysis as are projects currently under review. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this “common sense” rule, if it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, it is not subject to further environmental review.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal* and was posted at City Hall to advertise the May 11, 2021 public hearing. No additional notice is required.

FISCAL IMPACT

Approximately \$1,500 of staff time for preparation of documents and public noticing. The amendment may result in extensive future revenue via approval and operation of commercial cannabis facilities.

RECOMMENDATION

Staff recommends that the City Council waives the second reading of and adopts Ordinance No. 21-07.

Attachment(s):

Ordinance No. 21-07

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

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 8.37 OF TITLE 8 OF THE
MENDOTA MUNICIPAL CODE TO REPEAL
THE CANNABIS RETAIL BUSINESS
LICENSE CAP**

ORDINANCE NO. 21-07

WHEREAS, pursuant to the authority granted to the City of Mendota (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety; and

WHEREAS, in 1996, the voters of the State of California adopted the Compassionate Use Act of 1996 (“CUA”), the intent being to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of state criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2003, Senate Bill 420, titled the “Medical Marijuana Program Act” (“MMPA”), was enacted to clarify the scope of the CUA and to promulgate rules by which counties and cities can adopt and enforce regulations consistent with its provisions; and

WHEREAS, in 2011, Assembly Bill 2650 was enacted, affirming that counties and cities can under state law adopt ordinances that control and restrict the location and establishment of a medical cannabis cooperative, collective, dispensary, operator, establishment, or provider; and

WHEREAS, in late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243, and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (“MMRSA”), which provides a statewide program for the licensing and regulation of commercial medical cannabis activity, specifically, the operation of medical cannabis dispensaries and the delivery and cultivation of medical cannabis; and

WHEREAS, in November 2016, the voters of the State of California adopted the Adult Use of Marijuana Act (“AUMA”), the intent being to establish a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis; and

WHEREAS, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code pertaining to recreational and medical cannabis activities, which banned commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety, welfare, and land use findings relating to cannabis cultivation, dispensing, and consumption; and

WHEREAS, in 2017, the Legislature passed, and the Governor signed, SB 94 and AB 133, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), integrating the MCRSA and AUMA to create a general framework for the regulation of commercial medicinal and adult-use cannabis in California; and

WHEREAS, on June 11, 2019, the City adopted Ordinance No. 19-06, which amended Chapter 8.36 of the MMC to eliminate the ban on cannabis dispensaries, and added Chapter 8.37 to the MMC, which established regulations for the operation of commercial cannabis businesses, including cannabis dispensaries, referred to therein as commercial cannabis retail businesses; and

WHEREAS, on or about March 13, 2018 the City and Marie Street Development, LLC entered into Development Agreement No. 2018-01 (the “Development Agreement”) to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer; and

WHEREAS, the Development Agreement authorized development of a cannabis business for the cultivation, manufacturing, distribution, and testing of cannabis and cannabis products (the “Project”) and provided for certain financial considerations; and

WHEREAS, the City subsequently received an application from Left Mendota I, LLC (“Developer”), to augment the Project via the addition of approximately 2.0 acres of greenhouses and to include delivery services for cannabis and cannabis products; and

WHEREAS, pursuant to Government Code section 65867.5, the City found that the provisions of the Amended Development Agreement for the augmented Project are consistent with the City’s General Plan and any applicable Specific Plan; and

WHEREAS, prior to this approval, the City’s Planning Commission found that the proposed development plan met all the requirements under Mendota Municipal Code section 17.84.050; and

WHEREAS, on or about February 9, 2021, the City approved the proposed amendments to Development Agreement No. 2018-01 by adopting City Ordinance No. 21-04; and

WHEREAS, the amendments to Development Agreement 2018-01, which were approved and adopted through City Ordinance No. 21-04, will have a positive impact on the City by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection in the City; and

WHEREAS, the City has determined that placing a numerical limit on cannabis retail businesses is not necessary to promote the health, safety, and welfare of the citizens of the City of Mendota; and

WHEREAS, the repeal of the numerical limitation on cannabis retail businesses affords the City a greater degree of control and oversight concerning the development of the cannabis business community within the City of Mendota.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Section 8.37.100 of Chapter 8.37 of Title 8 of the Mendota Municipal Code is hereby amended to read as follows:

~~**8.37.100 – Limit on number of retail cannabis businesses permitted to operate.**~~

8.37.100 – Reserved

~~A maximum of one cannabis retail business shall be permitted for every twenty thousand (20,000) residents in the city.~~

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

SECTION 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 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, and its corrections are made retroactively effective as of the effective date of Ordinance No. 21-04, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDER ORDINANCE NO. 21-08, REGARDING REMOVAL OF THE PROHIBITION OF CANNABIS DISPENSARIES IN THE COMMERCIAL CANNABIS OVERLAY DISTRICT
DATE: MAY 25, 2021

ISSUE

Shall the City Council waive the second reading of and adopt Ordinance No. 21-08, amending Mendota Municipal Code Chapter 17.99 to remove the prohibition of cannabis dispensaries within the Commercial Cannabis Overlay District?

BACKGROUND

In addition to the State of California's Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), Mendota Municipal Code (MMC) Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overlay District) provide the regulations applicable to non-personal cannabis activities in Mendota. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City. Since the enactment of the ordinances, each has been amended on occasion to modify various provisions, remove inconsistencies or conflicts, and streamline processes.

Section 17.99.080, a component of the zoning ordinance, currently prohibits dispensaries within the Commercial Cannabis Overlay District (CCOD). However, the definition of "dispense" includes any retail sale, which by extension includes both storefront activities and delivery. The approved project at 1269 Marie Street could conceivably house multiple tenants involved in "dispensing" via delivery.

Pursuant to Government Code Section 65854, et seq. and MMC Section 17.08.040(G), the Planning Commission must conduct a public hearing and make a recommendation to the City Council regarding amendments to the zoning ordinance. At a regular meeting on April 20, 2021 the Planning Commission adopted Resolution No. PC 21-01, recommending that the Council approves the proposed changes.

Following a public hearing at a regular meeting on May 11, 2021 and based upon the recommendation of the Planning Commission, the City Council introduced and waived the first reading of Ordinance No. 21-08.

ANALYSIS

The proposed amendment to Section 17.99.080 would simply remove the prohibition of dispensaries in the CCOD, thus allowing the potential for multiple tenants within the 1269 Marie Street project, or other project(s) that may be proposed in the future. The section would be reserved for future use if needed.

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).

The proposal does not authorize any particular activity. Approved development was subject to separate CEQA analysis as are projects currently under review. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this “common sense” rule, if it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, it is not subject to further environmental review.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal* and was posted at City Hall to advertise the May 11, 2021 public hearing. No additional notice is required.

FISCAL IMPACT

Approximately \$1,500 of staff time for preparation of documents and public noticing. The amendment may result in extensive future revenue via approval and operation of commercial cannabis facilities.

RECOMMENDATION

Staff recommends that the City Council waives the second reading of and adopts Ordinance No. 21-08.

Attachment(s):

Ordinance No. 21-08

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

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 17.99 OF TITLE 17 OF THE
MENDOTA MUNICIPAL CODE TO
REPEAL THE CANNABIS DISPENSARY
BAN IN THE COMMERCIAL CANNABIS
OVERLAY DISTRICT**

ORDINANCE NO. 21-08

WHEREAS, pursuant to the authority granted to the City of Mendota (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City’s police power; and

WHEREAS, in 1996, the voters of the State of California adopted the Compassionate Use Act of 1996 (“CUA”), the intent being to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of state criminal prosecution under limited, specified circumstances; and

WHEREAS, in 2003, Senate Bill 420, titled the “Medical Marijuana Program Act” (“MMPA”), was enacted to clarify the scope of the CUA and to promulgate rules by which counties and cities can adopt and enforce regulations consistent with its provisions; and

WHEREAS, in 2011, Assembly Bill 2650 was enacted, affirming that counties and cities can under state law adopt ordinances that control and restrict the location and establishment of a medical cannabis cooperative, collective, dispensary, operator, establishment, or provider; and

WHEREAS, in late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243, and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (“MMRSA”), which provides a statewide program for the licensing and regulation of commercial medical cannabis activity, specifically, the operation of medical cannabis dispensaries and the delivery and cultivation of medical cannabis; and

WHEREAS, in November 2016, the voters of the State of California adopted the Adult Use of Marijuana Act (“AUMA”), the intent being to establish a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for

use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis; and

WHEREAS, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code pertaining to recreational and medical cannabis activities, which banned commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety, welfare, and land use findings relating to cannabis cultivation, dispensing, and consumption; and

WHEREAS, in 2017, the Legislature passed, and the Governor signed, SB 94 and AB 133, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (“MAUCRSA”), integrating the MCRSA and AUMA to create a general framework for the regulation of commercial medicinal and adult-use cannabis in California; and

WHEREAS, in 2017, the City added Chapter 17.99 to the Mendota Municipal Code (“MMC”) establishing the Commercial Cannabis Overlay District (“CCOD”) in order to address a number of health, safety, and welfare concerns associated with cannabis activities, and amended Chapter 8.36 for consistency therewith; and

WHEREAS, on June 11, 2019, the City adopted Ordinance No. 19-06, which amended Chapter 8.36 of the MMC to eliminate the ban on cannabis dispensaries, and added Chapter 8.37 to the MMC, which established regulations for the operation of commercial cannabis businesses, including cannabis dispensaries, referred to therein as commercial cannabis retail businesses; and

WHEREAS, on September 22, 2020, the City adopted Ordinance No. 20-16 to amend Chapter 17.99 of the MMC to further address a number of health, safety, and welfare concerns associated with cannabis activities within the CCOD, and amended Chapter 8.36 for consistency therewith; and

WHEREAS, on September 22, 2020, the City adopted Ordinance No. 20-16 to preserve and promote the public health, safety, and welfare of its citizens, to facilitate the establishment of permitted commercial cannabis businesses within the City while ensuring such businesses do not interfere with other lawful land uses, and to provide new sources of revenue to fund City services; and

WHEREAS, on or about April 20, 2021, the City’s Planning Commission considered and adopted Planning Commission Resolution No. PC 21-01 recommending the City Council adopt further amendments to Chapter 17.99 of Title 17 of the MMC to remove the ban on cannabis dispensaries within the CCOD; and

WHEREAS, the City has determined that further amendments to Chapter 17.99 of Title 17 of the MMC are required to create consistency with the City’s June 11, 2019, adoption of Ordinance No. 19-06; the City’s September 22, 2020, adoption of Ordinance

No. 20-16; to avoid internal conflict within the MMC; and to avoid conflicts as the MMC relates to that certain Development Agreement entered into on or about March 13, 2018, between the City and Marie Street Development, LLC, as amended and augmented by Left Mendota I, LLC, with the adoption of City Ordinance No. 21-04 on or about February 9, 2021; and

WHEREAS, the City has determined that banning cannabis dispensaries in the CCOD is not necessary to promote the health, safety, and welfare of the citizens of the City of Mendota; and

WHEREAS, repealing the limitation on cannabis dispensaries in the CCOD affords the City a greater degree of control and oversight over the development of the cannabis business community within the City of Mendota; and

WHEREAS, the proposed amendments to Chapter 17.99 of Title 17 of the MMC will have a positive impact on the City and its citizens by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection services throughout the City.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 17.99 of Title 17 of the Mendota Municipal Code is hereby amended to read as follows:

17.99.080 – Prohibited uses. Reserved

The following uses shall be prohibited in the Commercial Cannabis Overlay District:

- A. ~~Cannabis dispensaries.~~

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

SECTION 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 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, and its corrections are made retroactively effective as of the effective date of Ordinance No. 21-04, by the following vote:

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

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDER APPLICATION NO. 20-22, THE ELEMENT 7 COMMERCIAL CANNABIS PROJECT
DATE: MAY 25, 2021

ISSUE

In the matter of Application No. 20-22, shall the City Council waive the second reading of and adopt Ordinance No. 21-09 approving a development agreement with Element 7 Mendota, LLC?

BACKGROUND

In addition to the State of California's Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), Mendota Municipal Code (MMC) Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) provide the regulations applicable to non-personal cannabis activities in Mendota. Pursuant to these local regulations, an applicant wishing to undertake commercial cannabis activities must meet certain location criteria, receive approval of a conditional use permit, and enter into a development agreement with the City. On October 7, 2020, the Planning Department received an application for a conditional use permit and development agreement to authorize a cannabis dispensary within an existing building at 796 Oller Street.

<u>Owner:</u>	Ramon and Martha Gonzalez
<u>Applicant:</u>	Element 7 Mendota LLC
<u>Location:</u>	796 Oller Street, APN 013-191-18
	See attached map and photo
<u>Site Size:</u>	Approximately 22,500 square feet
<u>General Plan:</u>	General Commercial
<u>Zoning:</u>	C-3/EIZ (Central Business and Shopping District/Economic Inventive Zone)
<u>Existing Use:</u>	Restaurant/night club (inactive), nonconforming residential uses
<u>Surrounding Uses:</u>	North – Various commercial uses; C-3/EIZ East – Various commercial uses; C-3/EIZ South – Commercial and residential uses; C-3/EIZ, R-3 West – Residential uses; R-3
<u>Street Access:</u>	Oller Street (State Route 180), alley

The project site currently supports a combination of vacant commercial uses and occupied residences.

On April 20, 2021 the Planning Commission adopted Resolution No. PC 21-02 approving a conditional use permit and Resolution No. PC 21-03 recommending that the City Council enter into a development agreement with Element 7 Mendota, LLC.

Following a public hearing at a regular meeting on May 11, 2021 and based upon the recommendation of the Planning Commission, the City Council introduced and waived the first reading of Ordinance No. 21-09.

ANALYSIS

The project proposes to convert an approximately 2,500-square-foot (SF) area of the main building for use as a cannabis dispensary, to include storefront retail and delivery. The applicant proposes to restripe the existing parking area; staff recommends that at a minimum the accessible area of the parking and circulation area be reconstructed to meet California Building Code requirements and the remainder be sealed prior to restriping.

The facility would operate seven days per week between 8:00am and 10:00pm and would ultimately employ approximately 13-17 people. Element 7 expects to serve approximately 120 customers per day within the storefront component.

Ingress and egress may be via Oller Street (State Route 180) and the abutting alley. The cannabis operation would be completely separated from the residential components of the site.

The development agreement, the draft version of which is attached, is largely a contract document but also contains provisions for site development and use related to project entitlements, operations, and allowable license types, along with discussion of financial considerations. The term of the agreement is 10 years. During that time, the applicant will pay various public benefit fees to the City:

1. Square Footage Payment. An annual payment of \$5.00 per developed square foot of the site (\$12,635 based on 2,527 SF).
2. Flat Rate Payment. An annual payment of \$50,000 made in quarterly installments.
3. Gross Receipts Payment. Three percent (3%) of the yearly gross receipts from the project, estimated to be \$90,000 for the first year based on estimated revenue of \$3 million.

The project would also be subject to local hiring and spending provisions. It would make an annual \$50,000 commitment to the ELEMENT 7 CARES fund to promote local community development. Its representatives would be required to regularly correspond with City officials and Mendota businesses and residents to further mutual causes.

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 the issuance to a person of a “lease, permit, license, certificate, or other entitlement for use” as described in CEQA Guidelines Section 15378.

After consideration, since the proposed activities would occur within an existing building and would involve minimal site and building modifications, staff supports a finding of exemption consistent with CEQA Guidelines Section 15301, Existing Facilities.

PUBLIC NOTICE

To advertise the May 11 public hearing, a notice of public hearing was published in the April 30, 2021 edition of *The Business Journal*, was individually mailed to property owners within 300 feet of the project site, and was posted at City Hall. No additional notice is required.

FISCAL IMPACT

Review and processing of the planning applications, engineering plans, and building plans are paid for by the applicant. Building fees will be determined when a building permit is issued. Fees are reduced as a result of the site’s location within the Economic Incentive Overlay Zone. Since the use would occupy an existing structure, the project is not responsible for payment of development impact fees. As discussed, the project will be responsible for payment of various public benefit fees, which fees are not subject to the provisions of the EIZ.

RECOMMENDATION

Staff recommends that the City Council waives the second reading of and adopts Ordinance No. 21-09, which would authorize entrance into a development agreement with Element 7 Mendota, LLC.

Attachment(s):

1. Aerial photo
2. Assessor’s Parcel Map
3. Site Plan
4. Ordinance No. 21-09, including development agreement

AERIAL PHOTO

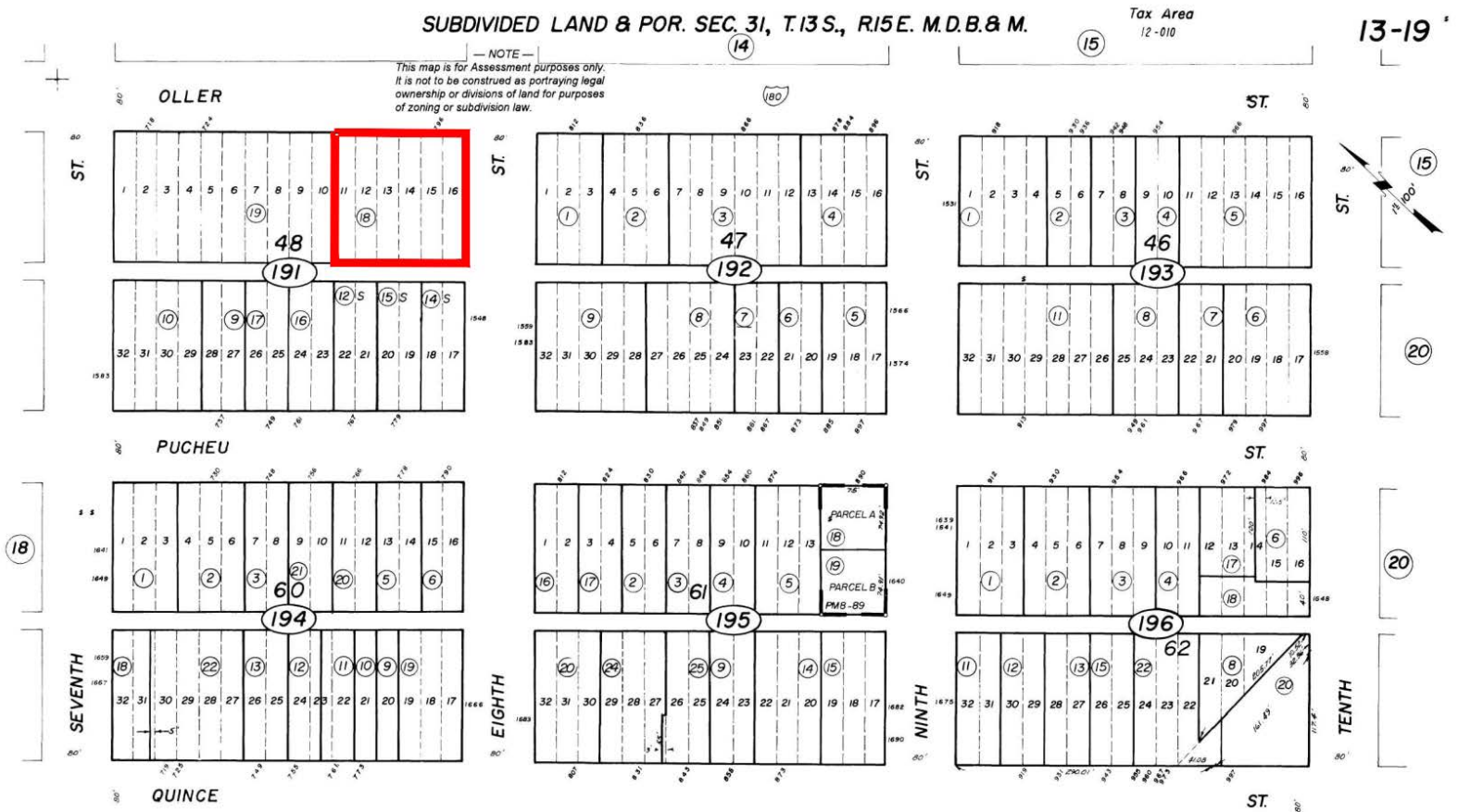


Application No. 20-22
APN 013-191-18

Element 7 Mendota, LLC
796 Oller Street

 Project

ASSESSOR'S PARCEL MAP



Parcel Map — Bk. 8, Pg. 89
Town of Mendota — Misc. 1, Pg. 18

Assessor's Map Bk. 13 — Pg. 19
County of Fresno, Calif.

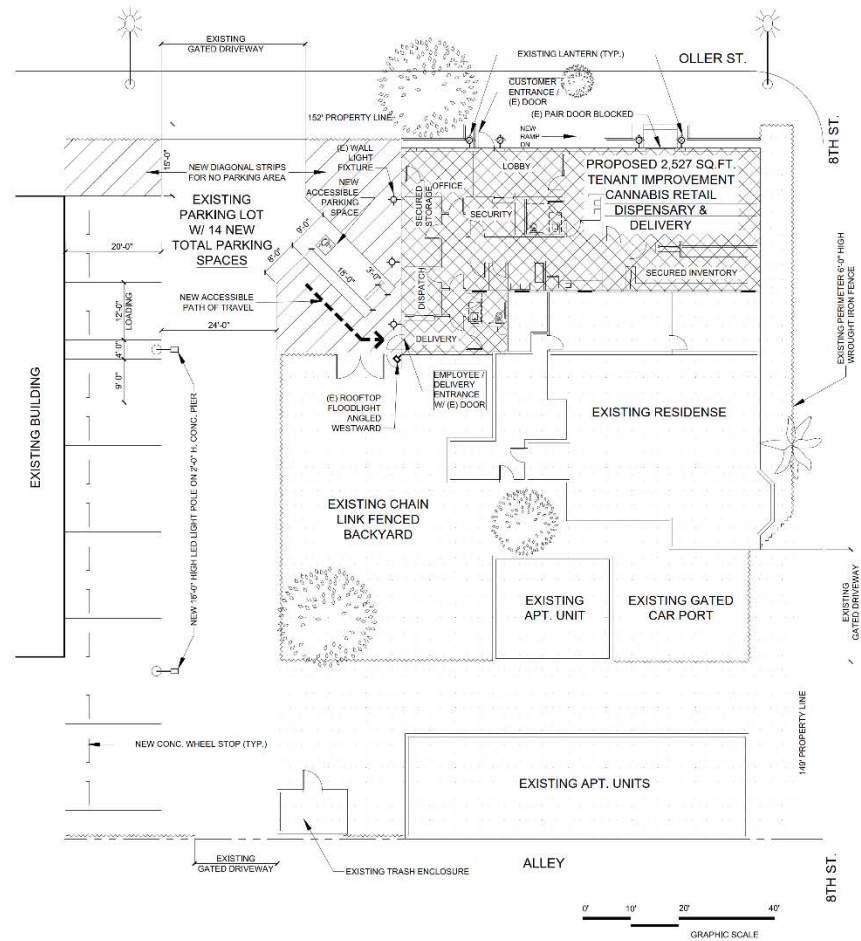
NOTE — Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles.

Application No. 20-22
APN 013-191-18

Element 7 Mendota, LLC
796 Oller Street

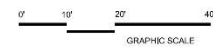
 Project

SITE PLAN



- LEGEND:
- AREA NOT IN THE PROJECT SCOPE
 - PROJECT TENANT IMPROVEMENT

PROPOSED SITE PLAN
SCALE: 1"=10'-0"



Tenant Improvement
**CANNABIS RETAIL
 DISPENSARY & DELIVERY**
 796 Oller St., Mendota, CA 93640
 Fresno County

NO.	DATE	REVISION / ISSUE
1	12/21/19	SUBMITTAL - PRE APPLICATION
2	10/02/20	RESUBMITTAL - BUSINESS LICENSE APPLICATION

APN 013-191-18
 DATE 10/02/20
 SCALE 1" = 10'-0"
 SHEET SIZE 24X36
 SHEET NAME

PROPOSED SITE PLAN

SHEET NO.
A01

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

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA APPROVING
A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF MENDOTA AND
ELEMENT 7 MENDOTA, LLC IN THE MATTER
OF APPLICATION NO. 20-22, THE ELEMENT
7 MENDOTA, LLC COMMERCIAL CANNABIS
PROJECT (796 OLLER STREET APN 013-191-18)**

ORDINANCE NO. 21-09

WHEREAS, on October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers; and

WHEREAS, on November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use; and

WHEREAS, on June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult- Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in commercial cannabis activity may operate in a particular jurisdiction; and

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

WHEREAS, on September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located on a portion of APN 0136-030-68ST.

WHEREAS, since September 12, 2107, the City Council of the City of Mendota has adopted additional regulations for administration of commercial cannabis operations, which regulations are codified in Chapters 8.37 and 17.99 of the Mendota Municipal Code; and

WHEREAS, the City of Mendota (“City”) has received an application from Element 7 Mendota, LLC (“Developer”), to develop a cannabis business for the retail sale and delivery of cannabis and cannabis products (“the Project”); and

WHEREAS, the City and Developer seek to enter into Development Agreement No. 2021-02 (the “Development Agreement”) to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer; and

WHEREAS, pursuant to Government Code section 65867.5, the City Council finds that the provisions of the Development Agreement are consistent with the City’s general plan and any applicable specific plan; and

WHEREAS, prior to this approval, the City’s Planning Commission found that the proposed development plan meets all the requirements under Mendota Municipal Code section 17.84.050 by approving Resolutions Nos. PC 21-02 and PC 21-03 on April 20, 2021; and

WHEREAS, the proposed Development Agreement will have a positive impact on the City by generating significant revenues that would support transportation, parks and recreation, law enforcement, and fire protection in the City.

WHEREAS, approval of the project consists of a “lease, permit, license, certificate, or other entitlement for use” and involves an amendment to the General Plan that may have a reasonably foreseeable indirect effect on the environment, and is therefore a “project” pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, et seq. (“CEQA”) and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, et seq.; and

WHEREAS, as the agency primarily responsible for carrying out or approving said project, the City of Mendota assumes the role of lead agency pursuant to CEQA; and

WHEREAS, the project would occur within an existing structure on a developed site and involves only minor modifications to the building and site.

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

SECTION 1. The project is categorically exempt from CEQA under CEQA Guidelines Section 15301, Existing Facilities.

SECTION 2. Based upon the findings, as referenced in the recitals above, the Development Agreement attached hereto as Exhibit 1 and incorporated herein by reference by and between the City of Mendota, and Element 7 Mendota, LLC, is hereby approved.

SECTION 3. Each and every term and condition of the Development Agreement approved in Section 1 of this Ordinance shall be and is made a part of the Mendota Municipal Code and any appendices thereto. The City Council of the City of Mendota finds that public necessity, public convenience, and general welfare require that any provision of the Mendota Municipal Code or appendices there inconsistent with the provisions of this Development Agreement, to the extent of such inconsistencies and no further, be repealed or modified to make fully effective the provisions of the Development Agreement.

SECTION 4. Any provision of the Mendota Municipal Code or appendices thereto, inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, are hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

SECTION 5. 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 6. 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.

* * * * *

The foregoing ordinance was introduced on the 11th day of May 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:**

City of Mendota
643 Quine Street
Mendota, CA 93640
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this _____, day of May, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **ELEMENT 7 MENDOTA, LLC**, a California limited liability company ("Developer"). City or Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

A. On October 9, 2015, Governor Jerry Brown signed three bills into law (Assembly Bill 266, Assembly Bill 243, and Senate Bill 643) which are collectively referred to as the Medical Cannabis Regulation and Safety Act ("MCRSA"). MCRSA establishes a statewide regulatory system for the cultivation, processing, transportation, testing, manufacturing, and distribution of medical marijuana to qualified patients and their primary caregivers.

B. On November 8, 2016, California voters enacted Proposition 64, the Control, Regulate and Tax Adult Use of Marijuana Act, also known as the Adult Use of Marijuana Act ("AUMA"), which establishes a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacture, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the growth and retail sale of cannabis for nonmedical use.

C. On June 27, 2017, Governor Jerry Brown signed into law the Medicinal and Adult-Use Cannabis Regulation and Safety Act ("MAUCRSA"), which creates a single regulatory scheme for both medicinal and adult-use cannabis businesses. MAUCRSA retains the provisions in MCRSA and AUMA that granted local jurisdictions control over whether businesses engaged in Commercial Cannabis Activity, as defined in Section 1.4 of this Agreement, may operate in a particular jurisdiction.

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in distribution and/or delivery of Cannabis and Cannabis Products, as defined in Section 1.4 of this Agreement, in strict accordance with California

Cannabis Laws, as defined in Section 1.4 of this Agreement, as they may be amended from time to time, and the Municipal Code of the City of Mendota as it existed on the Effective Date (the "Project"). The Project includes approximately 2,315 square feet of floor space for Commercial Cannabis Activity.

E. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the California Legislature adopted Government Code section 65864, *et seq.* (the "Development Agreement Statute"), which authorizes the City and an individual with an interest in real property to enter into a development agreement that establishes certain development rights in real property that is subject to a development agreement application.

F. Developer has submitted a request to the City for consideration of a development agreement.

G. Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the lessee of or has an equitable interest in the real property located at 796 Oller Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-191-18 (the "Site"), more particularly described in the legal description attached hereto as Exhibit A and the Site Map attached hereto as Exhibit B.

H. On September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13 establishing zoning limitations and requirements for all cannabis businesses, including the proposed cannabis facility to be located at the Site.

I. On June 11, 2019, the City Council adopted Ordinance No. 19-06, establishing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City.

J. On October 15, 2019, the City published a request for proposals seeking applicants desiring to enter into a development agreement for the development of a commercial cannabis dispensary within the City. In response to this request for proposals, Developer submitted an application for a development agreement pursuant to the requirements of Chapter 17.99 of the Mendota Municipal Code, and the City Council subsequently directed City staff to engage in negotiations with Developer for the same.

K. On September 8, 2020, the City Council adopted Ordinance No. 20-16, establishing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City.

L. On February 23, 2021, the City Council adopted Ordinance No. 21-05 providing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City, made retroactively effective to the effective date of Ordinance No. 20-16.

M. On _____, 2021, the City Council adopted Ordinance No. 21-XX permitting the operation of additional commercial cannabis retailers within the City's territory.

N. Government Code section 65867.5 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

O. On _____, 2021, after a duly noticed and held meeting in accordance with Government Code § 65867, the City's Planning Commission voted to recommend approval of Developer's application for a development agreement for the Project.

P. On _____, 2021, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 21-XX.

Q. Pursuant to Government Code section 65867.5, on _____, 2021, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 21-XX.

K. This Agreement is entered into pursuant to the Development Agreement Statute and the Mendota Municipal Code.

L. City and Developer desire to enter into this Agreement to: (i) facilitate the orderly development of the Site in general and specifically to ensure that such development is consistent with Title 17 of the Mendota Municipal Code; (ii) create a physical environment that is consistent with, complements, and promotes the purposes and intent of the Commercial Cannabis Overlay District and the regulations adopted therewith; (iii) protect natural resources from adverse impacts; and (vi) reduce the economic risk of development of the Site to both City and Developer.

M. The Parties intend through this Agreement to allow Developer to develop and manage the Project in accordance with the terms of this Agreement.

N. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with City's Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the

provisions of Articles I through 10 of this Agreement, the provisions of Articles I through 10 shall prevail.

Section 1.3. Exhibits. The following "Exhibits" are attached to and incorporated into this Agreement:

Designation	Description
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Notice of Non-Performance Penalty
Exhibit D	Notice of Termination
Exhibit E	Assignment and Assumption Agreement
Exhibit F	Developer's "Community Benefits Plan"

Section 1.4. Definitions. In this Agreement, unless the context otherwise requires, the terms below have the following meaning:

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional License" means a state license to operate a cannabis business pursuant to the California Cannabis Laws that is not an Authorized License.
- (c) "Adult-Use Cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.
- (d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.
- (e) "Application" means the application for a development agreement submitted by Developer to the City.
- (f) "Assignment and Assumption Agreement" has the meaning set forth in Section 10.1.
- (g) "AUMA" means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.
- (h) "Authorized License" has the meaning set forth in Section 2.3.
- (i) "Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

(j) "California Building Standards Codes" means the California Building Code, as amended from time to time, in Part 2, Volumes I and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Mendota Municipal Code.

(k) "California Cannabis Laws" includes AUMA, MAUCRSA and its implementing regulations, CUA, the Medical Marijuana Program Act of 2004, and any other applicable California State laws that may be enacted or approved.

(l) "Cannabis" means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term "marijuana" may be used interchangeably.

(m) "Cannabis Business" means a cannabis business operating pursuant to an Authorized License.

(n) "Cannabis Product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

(o) "CEQA" means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.

(p) "City" means the City of Mendota, a municipal corporation having general police powers.

(q) "City Council" means the City Council of the City of Mendota.

(r) "City Manager" means the City Manager of the City of Mendota, or his or her designee.

(s) "Charged Party" has the meaning set forth in Section 8.1.

(t) "Charging Party" has the meaning set forth in Section 8.1.

(u) "Commercial Cannabis Activity" means to cultivate, manufacture, distribute, process, store, package, label, transport, deliver, sell, or test cannabis or cannabis products as

provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.

(v) "Conditional Use Permit" means a conditional use permit for the Project issued by the City pursuant to Mendota Municipal Code Chapter 17.08.050.

(w) "CUA" means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.

(x) "Developer" means ELEMENT 7 MENDOTA, LLC, and as further set forth in Section 6.1.

(y) "Development Agreement Statute" has the meaning set forth in Recital E.

(z) "Exhibits" has the meaning set forth in Section 1.3.

(aa) "Gross Receipts" shall mean total revenue received or receivable by the Developer or its assignees from any Commercial Cannabis Activity on the Site or from operation of the Project on the Site, including: all sales, whether conducted at the Site or through the Project; the total amount of compensation received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "Gross Receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

(1) Cash discounts allowed and taken on Commercial Cannabis Activity sale;

(2) Any tax required by law to be included in or added to the purchase price of Commercial Cannabis Activity and collected from the consumer or purchaser;

(3) Such part of the sale price of property returned by purchasers in any Commercial Cannabis Activity upon rescission of a contract of sale as is refunded either in cash or by credit; and

(4) Receipts of refundable deposits in any Commercial Cannabis Activity, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payments required under this Agreement, all sales related to Commercial Cannabis Activity or any other cannabis and cannabis products at the Site or through the Project, including, but not limited to, non-storefront sales and deliveries, are captured. This definition shall be given the broadest possible interpretation consistent with this intent.

(bb) “Local” or “Locally” mean the area within the territory of the City of Mendota, and its neighboring locales within the County of Fresno.

(cc) “Major Amendment” means an amendment that shall have a material effect on the terms of the Agreement. Major Amendments shall require approval by the City Council.

(dd) “Marijuana” has the same meaning as Cannabis and those terms may be used interchangeably.

(ee) “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 et seq. and its implementing regulations.

(ff) “MCRSA” has the meaning set forth in Recital A.

(gg) “Ministerial Fee” or “Ministerial Fees” has the meanings set forth in Section 4.1.

(hh) “Minor Amendment” means a clerical amendment to the Agreement that shall not materially affect the terms of the Agreement (e.g., change of notice address) and any amendment described as minor herein.

(ii) “Mortgage” has the meaning set forth in Article 7.

(jj) “Non-Performance Penalty” has the meaning set forth in Section 4.5.

(kk) “Notice of Non-Performance Penalty” has the meaning set forth in Section 4.5.

(ll) “Notice of Termination” has the meaning set forth in Section 9.1.

(mm) “Processing Costs” has the meaning set forth in Section 1.11.

(nn) “Project” has the meaning set forth in Recital D.

(oo) “Project Litigation” has the meaning set forth in Section 10.7.

(pp) “Public Benefit Fees” has the meaning set forth in Section 4.2.

(qq) “Public Benefit Amount” has the meaning set forth in Section 4.2.

(rr) “Site” has the meaning set forth in Recital G.

(ss) “State Cannabis Manufacturing Regulations” means the regulations related to cannabis manufacturing issued by a State Licensing Authority in accordance with Chapter 13 (commencing with Section 26130) of Division 10 of the Business and Professions Code, which may be amended from time to time.

(tt) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.

- (uu) "Subsequent City Approvals" has the meaning set forth in Section 3.1.
- (vv) "Term" has the meaning described in Section 1.7.

Section 1.5. Project is a Private Undertaking. The Parties agree that the Project is a private development and that City has no interest therein, except as authorized in the exercise of its governmental functions. City shall not for any purpose be considered an agent, partner, or joint venturer of Developer or the Project.

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is ten (10) years from the Effective Date, unless terminated or extended as set forth in this Agreement.

(a) **Government Tolling or Termination.** City may provide written notice to Developer to cease all Commercial Cannabis Activity, upon which Developer shall immediately comply, if City is specifically required to comply with federal or state law and such federal or state law requires cessation of Commercial Cannabis Activities. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for an equivalent period of time (the "Tolling Period"). Developer shall not accrue or be liable to City for any Ministerial Fees, Public Benefit Amount, or any other fees contemplated under this Agreement during the Tolling Period. Developer shall resume paying any applicable fees after the Tolling Period ends. City and Developer shall discuss in good faith the termination of this Agreement if the Tolling Period exceeds one (1) calendar year.

(b) **Developer Tolling or Termination.** Developer may not temporarily halt or suspend this Agreement for any purpose without causing a default of this Agreement, except as otherwise allowed by this Agreement.

(c) **Developer Termination.** Developer may provide written notice to City of intent to cease all Commercial Cannabis Activity, if Developer is required, directed, or believes, in its sole and absolute discretion, it must terminate Commercial Cannabis Activity. In such an event, Developer's obligations under this Agreement shall terminate. Any resumption of Commercial Cannabis Activity shall be subject to approval by the City Manager. Notwithstanding anything to the contrary herein, temporary termination of Commercial Cannabis Activities for a period of up to three (3) months to make renovations, repairs, or comply with any applicable laws shall not be considered termination of Commercial Cannabis Activities.

Section 1.8. Priority of Enactment. In the event of conflict between the various land use documents referenced in this Agreement, the Parties agree that the following sequence of approvals establishes the relative priority of the approvals, each approval superior to the approvals listed thereafter: (a) General Plan, (b) Agreement, (d) Conditional Use Permit, and (e) Subsequent City Approvals, as defined in Section 3.1 of this Agreement.

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly

authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

Section 1.10. Recordation of Development Agreement. The City Clerk shall cause a copy of this Agreement to be recorded against the title of the Site within ten (10) business days of the Effective Date.

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Five Thousand Five Hundred and Twenty Dollars (\$5,520) with City to pay for the Application, all actual, reasonable fees and expenses incurred by City that are related to the preparation, processing and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and reasonable attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City. To the extent Developer's deposit outlined above is insufficient to cover the City's Processing Costs, Developer shall provide City with additional deposits, as necessary, sufficient to reimburse the City's unpaid Processing Costs within thirty (30) days of receiving an invoice from the City.

(a) **Apportionment of Processing Costs.** If the amount deposited for purposes of Processing Costs is insufficient to cover all Processing Costs, City shall provide notice to Developer, and Developer shall deposit with City such additional funds necessary to pay for all Processing Costs within thirty (30) calendar days. The failure to timely pay any such additional amounts requested by City shall be considered a material default of this Agreement and City may immediately terminate this Agreement.

(b) **Accounting.** Developer may request, and City shall issue within a reasonable time, an accounting and written acknowledgement of Processing Costs paid to City.

ARTICLE 2

DEVELOPMENT OF PROPERTY

Section 2.1. Vested Right of Developer. During the Term, in developing the Site consistent with the Project described herein, Developer is assured that the development rights, obligation terms, and conditions specified in this Agreement, including, without limitation, the terms, conditions, and limitations set forth in the Exhibits, are fully vested in Developer and may not be modified or terminated by City except as set forth in this Agreement or with Developer's written consent.

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer shall have the vested right to develop and use the Project consistent with this Agreement, the existing City regulations and codes, the Conditional Use Permit, and Subsequent City Approvals.

Section 2.3. Permitted Uses and Development Standards. Developer shall be authorized to develop, construct, and use the Site for Commercial Cannabis Activity consistent with the following license types and uses associated with said license types (the "Authorized License"):

License Description	State License Type(s)
Non-Storefront Retailer	9
Dispensary; General	10
Dispensary; No More Than Three Retail Sites	10A

Developer or its assignees shall be permitted to use the Site consistent with the Authorized License types for the Term of this Agreement and during the time Developer or its assignees are applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer or each of its assignees is required to apply for and obtain an Authorized License from the applicable State Licensing Authority. If the State Licensing Authority does not grant the Authorized License to Developer or its assignees, Developer or the assignee that was denied a license shall immediately cease Commercial Cannabis Activity on the Site. Developer or its assignees shall also, within ten (10) calendar days of receiving notice from the State Licensing Authority relating to a denial or rejection of a license, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State Licensing Authority, or any such license is revoked, terminated, or suspended, Developer or its assignees shall immediately cease operations at the Site. In this situation, this Agreement shall terminate immediately. For the purposes of clarification, a denial or rejection of Developer's or assignee's Authorized License shall not result in the termination of this agreement provided: (i) other Authorized Licenses have been issued to Developer or its assignees; or (ii) Developer or its assignees are in the process of applying for an Authorized License. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add one or more of the license types then authorized by the California Cannabis Laws to the Authorized Licenses. If City Council allows any additional Authorized Licenses ("**Additional Licenses**"), City Council shall make a finding of whether Developer's or its assignees' Additional Licenses will have any additional impact on City neighborhoods, infrastructure, or services. Developer shall be required to compensate City for all additional impacts on City infrastructure or services associated with any Additional Licenses and the Public Benefit Amount shall be revised as mutually agreed by the Parties. This process shall be a Major Amendment to this Agreement.

Section 2.5. Development Permit. Prior to commencing operation of any Commercial Cannabis Activity on the Site, Developer shall obtain a Conditional Use Permit and any applicable Subsequent City Approvals. Developer shall be required to comply with all provisions of the Mendota Municipal Code and any other City rules and administrative guidelines associated with implementation of the Commercial Cannabis Overlay District. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Mendota Municipal Code or issue rules

or administrative guidelines associated with implementation of the Commercial Cannabis Overlay District or Developer's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. The exercise of this discretion is not prohibited by this Agreement, but the exercise of that discretion must be reasonable and consistent with this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

Section 2.7. Initiatives and Referenda. If any City ordinance, rule or regulation, or addition to the Mendota Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer in this Agreement, such Mendota Municipal Code changes shall not be applied to the Site or Project and this Agreement shall remain in full force and effect; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.9. Developer's Right to Rebuild. Developer may renovate portions of the Site any time within the Term of this Agreement consistent with the Mendota Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.10. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring from time to time to the California Building Standards Codes.

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the

event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.12. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency, to select that option for addressing the situation which, in City's discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

Section 2.13 Necessary Improvements. Developer shall make the following necessary improvements to the Site prior to conducting business thereon:

(a) The City has determined the current number of “off-street” parking spaces (17) is inadequate because those spaces are shared or used by neighboring apartment buildings. Developer must propose a plan to ensure enough parking spaces to mitigate the number of customers parking on the street as determined by the City’s traffic engineer, in his or her professional judgment.

(b) The City has determined that the egress alleyway, though not part of the parcel, would be inadequate for egress from the Site. Developer must propose a plan to improve the egress alleyway to improve the egress from the Site, which shall be considered for approval by the City’s traffic engineer, in his or her professional judgment.

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement and the Mendota Municipal Code as it existed on the Effective Date, any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any applicable state law.

Section 3.2. Timely Processing. City shall use its reasonable best efforts to process and approve, within a reasonable time, any Subsequent City Approvals or environmental review requested by Developer during the Term of this Agreement.

Section 3.3. Cooperation between City and Developer. Consistent with the terms set forth herein, City agrees to cooperate with Developer, on a timely basis, in securing all permits or licenses that may be required by City or any other government entity with permitting or licensing jurisdiction over the Project.

Section 3.4. Further Consistent Discretionary Actions. The exercise of City's authority and independent judgment is recognized under this Agreement, and nothing in this Agreement shall be interpreted as limiting City's discretion or obligation to hold legally required public hearings. Except as otherwise set forth herein, such discretion and action taken by City shall, however, be consistent with the terms of this Agreement and not prevent, hinder or compromise development or use of the Site as contemplated by the Parties in this Agreement.

ARTICLE 4

PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

Section 4.1. Processing Fees and Charges. Developer shall pay to City those processing, inspection, plan checking, and monitoring fees and charges required by City which are in force and effect at the time those fees and charges are incurred (including any post-Effective Date increases in such fees and charges) for processing applications and requests for building permits, inspections, other permits, approvals and actions, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions (each a "Ministerial Fee" and collectively, the "Ministerial Fees").

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefit upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that is commensurate with the private benefits conferred on Developer (the "Public Benefit").

Fees"). Developer acknowledges that the Public Benefit Fees provided for herein are greater than the annual fee provided for in Mendota Municipal Code section 17.99.070 and, despite this fact, voluntarily agrees to pay the fees acknowledging that the private benefits conferred are of equal or greater consideration to the fees, and waives any right to challenge said fees as a violation of any law. In consideration of the foregoing, Developer shall remit to City the following payments (collectively referred to as the "Public Benefit Amount"):

1. The applicant agrees to pay an annual fee, to be paid on the First (1st) business day of every Third (3rd) month, based on the total square footage of the developed portions of the Site ("Square Footage Payment") in an amount as follows:

A. Five dollars (\$5.00) per square foot of the Site.

2. An annual payment in the greater of the following amounts:

A. Fifty Thousand Dollars (\$50,000) ("Flat Rate Payment"), to be paid in quarterly installments of Twelve Thousand Five Hundred Dollars (\$12,500) on the First (1st) business day of every Third (3rd) month after operations have begun on the Site; or

B. Three percent (3%) of Developer's yearly Gross Receipts ("Gross Receipts Payment") from the Project, to be paid in quarterly installments on the First (1st) business day of every Third (3rd) month after operations have begun on the Site, to be calculated as follows:

1 For Developer's first (1st) year of operation, an estimated Three Million Dollars (\$3,000,000.00) in Gross Receipts equates to Ninety Thousand Dollars (\$90,000.00) annually, paid in the amounts of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) each quarter.

2 Not later than thirty (30) days after the close of each fiscal year, City shall retain and pay a third-party auditing company, the costs of which shall be fully reimbursed to City by Developer, to fully and completely audit Developer's financial records for the preceding year. In the event the preceding years' Gross Receipts were lower than outlined above, any amount overpaid by Developer shall be offset against Developer's next Gross Receipts Payment. In the event the preceding year's Gross Receipts were higher than outlined above, Developer shall pay the difference owed City with Developer's following Gross Receipts Payment. This pattern shall continue for the Term of this Agreement.

(b) Developer shall remit the Square Footage Payment, Flat Rate Payment, and Gross Receipts Payment, as applicable, to City as described in subdivision (a) of this section. Failure to remit the Square Footage Payment, Flat Rate Payment, and/or Gross Receipts Payment, as applicable, is a material breach of this Agreement.

(c) In addition to the Public Benefit Amount, Developer shall also perform to support the following Community Benefit Programs, as more particularly outlined in Exhibit F, to benefit the City and its residents:

1. Developer shall use its best efforts to ensure eighty percent (80%) of its employees are hired from the Local area. Developer agrees to use its best efforts to promote the

hiring and employment of Local residents to construct, if necessary, operate the business within the Project, and provide maintenance and security services to the Project, provided Developer has control over such hiring and employment. As part of such efforts, Developer agrees to include in any lease, license, or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ Local residents for its business;

2. Developer shall use its best efforts to ensure seventy-five percent (75%) of Developer's building, construction, equipment, repairs, and maintenance needs shall be serviced by Local businesses or individuals, with a minimum of Three Hundred Thousand Dollars (\$300,000.00) spent Locally during the first (1st) year of operations at the Site and, following the first (1st) year of operations at the Site, Three Thousand Dollars (\$3,000.00) spent Locally per month for the remainder of the Term of this Agreement;

3. After Developer obtains a business license from the City, Developer shall commit Fifty Thousand Dollars (\$50,000.00) annually to the ELEMENT 7 CARES program for the purpose of actively building and creating facilities that contribute towards Local community development;

4. Developer shall develop and implement Local outreach and education efforts to build good will within the City, as more particularly described in Exhibit F, including, but not limited to:

A. Designating one of Developer's Senior Managers as its Community Relations Officer;

B. During Developer's first (1st) year of operations at the Site, the Senior Manager designated as Developer's Community Relations Officer shall attend quarterly meetings with the City to discuss costs, benefits, and other community issues;

C. Developer's representatives personally visiting each business in a five hundred (500) foot radius of the Site within twenty-one (21) days of being awarded a conditional use permit for the Project;

D. Creating and utilizing an email database of all businesses within a five hundred (500) foot radius of the Site and sending them a bi-annual email offering news of the cannabis industry and Developer's business, asking for proactive feedback on better business and community relations, and providing the name and phone number of Developer's Community Relations Manager;

E. Inviting Local businesses to attend a Business Feedback and Community Management Forum twice (2) each year, which will be hosted at a suitable venue in the proximate Local area. Additionally, City residents within five hundred (500) feet of Element 7 shall also be invited to attend these forums and receive Developer's Community Relations Officer's contact information; and

F. Creating a dedicated email address for priority feedback regarding Developer's operations and circulating that email address to each business in the five hundred

(500) foot radius of the Site within twenty-one (21) days of being awarded a conditional use permit.

5. Developer shall create and implement Local community educational outreach events and partnerships with non-profit organizations, municipal agencies, and neighborhood groups centered on the medicinal qualities of cannabis to be held quarterly each year for the entirety of the Term of this Agreement;

6. Developer shall create and implement a Staff Volunteer Program, wherein its full-time employees shall be required to commit at least ten (10) hours quarterly to a Local cause or charity;

7. Developer shall create and implement a Medical Cannabis Discount Program, wherein Developer shall provide assistance to seniors, retired veterans, HIV and AIDS patients, children diagnosed with autism, epileptics, terminally ill patients, low-income customers on government assistance, and the like, with access to discounted medical cannabis;

8. Developer shall create and implement the E7 ONE program, wherein Developer shall create a Social Equity and Local Enterprise Board to oversee the development and implementation of Developer's social equity policies and practices. This Social Equity and Local Enterprise Board shall, at least once (1) per year, produce a report that assesses workplace demographics and other program performance indicators for use in achieving the E7 ONE program's specified goals and social equity outcomes. Where the Social Equity and Local Enterprise Board's analysis indicates persons from underrepresented or disadvantaged populations are not sufficiently represented in Developer's workforce, the Social Equity and Local Enterprise Board shall develop new strategies to fulfill Developer's commitments to diversity and inclusivity; and

9. Developer shall, at least annually, host Expungement Clinics in partnership with the Fresno County Public Defender's Office and/or the National Diversity and Inclusion Cannabis Alliance to provide Local residents with minor drug-related criminal records to obtain free legal support in seeking expungement of said minor offenses from their criminal records.

(d) Developer shall prepare a written report explaining the progress of each of the Community Benefit Programs to be delivered to the City Council within sixty (60) days of the conclusion of each fiscal year. Said written report shall include financial records relating to any Community Benefit Program endeavor that required a certain sum of money to be spent. Said financial records shall be included in the annual third-party audit provided for in Section 4.2(a)(2)(B)(2), above.

(e) In the event Developer fails to develop, implement, create, or otherwise continue any of the Community Benefit Programs outlined in Section 4.2(c), above, upon which City has relied in good faith in extending this Agreement, Developer shall be found to be in breach of this Agreement and City may exercise any right contained in the Agreement to remedy the breach.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer or its assignees within forty-five (45) calendar days

of issuance of such license to any assignee and each annual renewal thereafter (“State Licenses”). Developer shall also provide City with a written report documenting Developer’s performance of its duties in accordance with Section 4.2(c)(1) of this Agreement within thirty (30) calendar days of each anniversary of the Effective Date of this Agreement (“Local Workforce Report”). Failure or refusal of Developer to pay the Public Benefit Amount shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit. Notwithstanding anything to the contrary herein, failure to provide copies of State Licenses or Local Workforce Report within the applicable time period shall not amount to a material default of this Agreement and shall not constitute grounds for the revocation or suspension of the Conditional Use Permit.

Section 4.4. Records. Subsequent assignees shall keep records of all Commercial Cannabis Activity in accordance with Chapter 16 (commencing with Section 26160) of Division 10 of the Business and Professions Code. All records required by this Article 4 shall be maintained and made available for City's examination and duplication (physical or electronic) upon the City Manager’s request at the Site or at an alternate facility as approved in writing by the City Manager or his or her designee. Upon request, Developer shall make all records relating to this Article 4 available to City within three (3) business days.

Section 4.5. Penalty. Developer acknowledges that to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Penalty and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer fails to make any payment when due as required by this Agreement, including the Public Benefit Amount, and fails to cure such failure within the allotted Cure Period, Extended Cure Period, or any extension thereof mutually agreed upon by the Parties in writing, the City may impose a "Non-Performance Penalty." A Non-Performance Penalty of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer a "Notice of Non-Performance Penalty," attached hereto as Exhibit C. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.6. Interest on Unpaid Non-Performance Penalty. If Developer fails to pay the Non-Performance Penalty after City has delivered the Notice of Non-Performance Penalty, then, in addition to the principal amount of the Non-Performance Penalty, Developer shall pay City interest at the rate of eighteen percent (18%) per annum, computed on the principal amount of the Non-Performance Penalty, from a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

Section 4.7. Exempt from City Tax. For the Term of this Agreement and except as otherwise provided herein, Developer shall be exempt from any City tax on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Fresno, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event that the City applies a new tax on commercial cannabis businesses, the City shall refund or credit the amount owed as Public Benefit Amount by an equal amount up to the amount of Public Benefit Amount owed to the Developer and any assuming owner proportional to the percentage ownership

share of the gross land area of the Site. For the purposes of clarification, other than the Public Benefit Amount, the Processing Fees, and any other fees contemplated pursuant to this Agreement, Developer shall be exempt from any and all City taxes and fees relating to commercial cannabis activity and commercial cannabis businesses passed following the execution of this Agreement.

Section 4.8. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer understands and agrees that any failure to comply with this Section 4.8 shall constitute a material breach of this Agreement.

Section 4.9. Charitable Donation. Upon the full execution of this Agreement, Developer shall make a one-time donation in the amount of Ten Thousand Dollars (\$10,000) to a charity or program focused on drug education or rehabilitation as selected by the City.

Section 4.10. Site Beautification. Upon the full execution of this Agreement, Developer shall spend Ten Thousand Dollars (\$10,000) to clean up the vacant land portions of the Site and building facades. Developer agrees to use its best efforts to promote the hiring and employment of Local residents to complete this Site beautification work.

ARTICLE 5

PUBLIC FACILITIES, SERVICES, AND UTILITIES

City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods, for the general welfare of the residents of Mendota, and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6

INSURANCE AND INDEMNITY

Section 6.1. Insurance. Developer shall require all persons doing work on the Project, including its contractors and subcontractors (collectively, "Developer" for purposes of this Article 6 only), to obtain and maintain insurance of the types and in the amounts described in this Article with carriers that are reasonably satisfactory to City.

(a) **General Liability Insurance.** Developer shall maintain commercial general liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) (or as otherwise approved, in writing, by City) per claim and Two Million Dollars (\$2,000,000) each occurrence. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as "Additional Insureds" by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(b) **Automotive Liability Insurance.** Developer shall maintain business, automobile liability insurance or equivalent form with a limit of not less than One Million Dollars (\$1,000,000) for each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles. Such insurance shall also:

(i) Name City, its elected and appointed councils, boards, commissions, officers, agents, employees, and representatives as Additional Insureds by endorsement with respect to performance of this Agreement. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed Additional Insureds.

(ii) Be primary with respect to any insurance or self-insurance programs covering City, its officials, employees, agents, and representatives.

(iii) Contain standard separation of insured provisions.

(c) **Workers' Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City. Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

(b) Replace or require the replacement of certificates, policies, and endorsements for any insurance required herein expiring prior the termination of this Agreement.

(c) Maintain all insurance required herein from the Effective Date of this Agreement to the earlier of the expiration of the Term or the mutual written termination of this Agreement.

(d) Place all insurance required herein with insurers licensed to do business in California with a current Best's Key Rating Guide reasonably acceptable to City.

Section 6.3. Indemnity. To the fullest extent permitted by law, Developer shall defend, indemnify, and hold harmless City and its agents, elected and appointed officials, officers, employees, consultants, and volunteers (collectively, "City's Agents") from any and all liability arising out of a claim, action, or proceeding against City, or City's Agents, to attack, set aside, void, or annul an approval concerning the Project, this Agreement, any applicable Conditional Use Permit, or Subsequent City Approvals.

Upon receiving notice of a claim, action, or proceeding, Developer shall assume the defense of the claim, action, or proceeding and the payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action prior to Developer's assumption of such defense. In the event City elects to contract with outside counsel, to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, approving counsel to defend City and settlement or other disposition of the matter, provided the City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Developer, Developer may enter into a settlement of the action, as it relates to Developer, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section 6.3 applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. The City's remedies are limited to that portion of the Project that is in breach of this Section 6.3.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement and upon receiving proper notice, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit. Developer's failure to indemnify City shall be a waiver by Developer of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's right to file a claim, action or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as

an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Notwithstanding the foregoing, nothing in this Section 6.5 shall amount to a waiver of Developer's right to exercise any of the administrative remedies available to Developer under applicable law and pursue any and all equitable remedies against the City in the event of the City's breach of this Agreement, including without limitation exercising its right to appeal, filing a Writ of Mandamus, or seeking specific performance.

ARTICLE 7

MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Prior to the Effective Date, Developer shall secure subordination agreements from any person who as recorded a deed of trust or other lien against the Site. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, provided such foreclosure or the transfer of interest results in the change of Developer, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing, which authorization shall not be unreasonably withheld.

ARTICLE 8

DEFAULT

Section 8.1. General Provisions.

(a) Subject only to any extensions of time by mutual consent in writing, or as otherwise provided herein, the failure or delay by any Party to perform in accordance with the terms and provisions of this Agreement shall constitute a default. Subject to Section 8.1(g), any Party alleging a default or breach of this Agreement ("Charging Party") shall give the other Party ("Charged Party") not less than thirty (30) calendar days written notice, which shall specify the nature of the alleged default and the manner in which the default may be cured ("Cure Period"). During any such Cure Period, the Charged Party shall not be considered in default for purposes of termination of this Agreement or institution of legal proceedings for the breach of this Agreement.

(b) After expiration of the Cure Period, if such default has not been cured or is not in the process of being diligently cured in the manner set forth in the notice, or if the breach cannot reasonably be cured within thirty (30) calendar days, the Charging Party may, at its option, institute legal proceedings pursuant to this Agreement or give notice of its intent to terminate this Agreement pursuant to Government Code section 65868. In the event City is the Charging Party, City may, in its sole discretion, give notice, as required by law, to the Charged Party of its intent to revoke or rescind any operable Conditional Use Permit related to or concerning the Project.

(c) Prior to the Charging Party giving notice to the Charged Party of its intent to terminate, or prior to instituting legal proceedings, the matter shall be scheduled for consideration and review by City in the manner set forth in Government Code sections 65865, 65867, and 65868 or the comparable provisions of the Mendota Municipal Code within thirty (30) calendar days from the expiration of the Cure Period.

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional thirty (30) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in sixty (60) calendar days or within such longer period specified in the notice, or the defaulting Party is not diligently pursuing a cure, or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

(f) In the event Developer is in material default under the terms and conditions of this Agreement, no permit application shall be accepted by City nor will any permit be issued to Developer until the default is cured, or the Agreement is terminated.

(g) In the event that a person or entity other than the Developer is in default, Developer shall use commercially reasonable efforts to bring the person or entity in default into compliance. The City shall provide Developer with notice and opportunity to cure as provided for in paragraph (a) through (e) above, except that the time periods in paragraphs (a), (b), (c) and (e) shall be ninety (90) days ("Extended Cure Period").

Section 8.2. Annual Review. City shall, every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section 65865.1. City shall deposit in the mail or email to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such annual review. Developer shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the Developer's receipt of the written decision of City or the City Manager, respectively. Developer shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or City Council, as applicable.

Section 8.3. Estoppel Certificates. City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and

effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

(a) At Developer's option, City's failure to deliver such Estoppel Certificate within the stated time period shall be conclusive evidence that the Agreement is in full force and effect, that there are no uncured breaches or defaults in Developer's performance of the Agreement or violation of any City ordinances, regulations, and policies regulating the use and development of the Site or the Project subject to this Agreement.

Section 8.4. Default by City. In the event City does not accept, review, approve, or issue any permits or approvals in a timely fashion, as defined by this Agreement, or if City otherwise defaults under the terms of this Agreement, City agrees that Developer shall not be obligated to proceed with or complete the Project, and shall constitute grounds for termination or cancellation of this Agreement by Developer.

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 8.1 (c) of this Agreement.

Section 8.6. Enforced Delay, Extension of Times of Performance. Delays in performance, by either Party, shall not be deemed a default if such delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed where mandated by governmental entities other than City including in the event of a pandemic, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulations enacted by the state or federal government, litigation, or other force majeure events. An extension of time for such cause shall be in effect for the period of forced delay or longer, as may be mutually agreed upon.

ARTICLE 9

TERMINATION

Section 9.1. Termination Upon Completion of Development. This Agreement shall terminate upon the expiration of the Term, unless it is terminated earlier pursuant to the terms of this Agreement. Upon termination of this Agreement, City shall record a notice of such termination in substantial conformance with the "Notice of Termination" attached hereto as Exhibit D, and this Agreement shall be of no further force or effect except as otherwise set forth in this Agreement.

Section 9.2. Effect of Termination on Developer's Obligations. Termination of this Agreement shall eliminate any further obligation of Developer to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement, in whole or in part, shall not, however, eliminate the rights of Developer to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement shall

not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Developer Compliance with Amendment In Lieu Of Termination. At the City's election, in the event Developer is in default of this Agreement and is unable to pay monetary amounts due City hereunder to cure said default within the applicable Cure Period, Developer shall comply with City's efforts to amend this Agreement to substitute Developer for another party which intends to take over Developer's future operations of the Project and obligations under this Agreement.

Section 9.5. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.5, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10

OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager, such consent shall not be unreasonably withheld or conditioned. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement as it applies to the assumed property. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as Exhibit E. Nothing in this Section 10.1 applies to the Developer's capitalization or ownership provisions.

Section 10.2. Covenants Running with the Land. All of the provisions contained in this Agreement shall be binding upon the Parties and their respective heirs, successors and assigns, representatives, lessees, and all other persons acquiring all or a portion of interest in the Site or Project, whether by operation of law or in any manner whatsoever. All of the provisions contained in this Agreement shall be enforceable as equitable servitudes and shall constitute covenants running with the land pursuant to California law, including California Civil Code Section 1468. Each covenant herein to act or refrain from acting is for the benefit of or a burden upon the Project, as appropriate, runs with the Site, and is binding upon Developer.

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile or email (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile or email transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile or email after 5:00 p.m. on

a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

- If to City: City of Mendota
643 Quince Street
Mendota, CA 93640
Attention: City Manager
- And to: Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Attention: John P. Kinsey, Esq.
- If to Developer: ELEMENT 7 MENDOTA, LLC
645 West 9th Street
Unit #110-631
Los Angeles, CA 90015
Attention: Robert M. DiVito, Jr.
- And to: ELEMENT 7 LLC
4612 Glencoe Avenue, #4
Marina Del Rey, CA 90292
Attention: Sheila Merchant Esq.

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Fresno, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”). If the Parties cannot agree on an arbitrator within 30 days of the first notice by either Party of the need for arbitration, the arbitrator shall be chosen in accordance with the then current Rules of JAMS. The arbitrator shall apply California substantive law and shall have the power to enforce the rights, remedies, duties, liabilities and

obligations of discovery by the imposition of the same terms, conditions and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the State of California. The arbitrator shall have the power to grant all legal and equitable remedies provided by California law and award compensatory damages provided by California law, except that punitive damages shall not be awarded. The arbitration award shall be final and binding upon the Parties and may be enforced through an action thereon brought in the Superior Court for the State of California in Los Angeles County.

Section 10.5. Invalidity of Agreement/Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If -any term or provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any term or provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, any provisions that are not invalid or unenforceable shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement. The Parties expressly agree that each Party is strictly prohibited from failing to perform any and all obligations under this Agreement on the basis that this Agreement is invalid, unenforceable, or illegal. By entering into this Agreement, each Party disclaims any right to tender an affirmative defense in any arbitration or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of the provisions of this Agreement. The prevailing party in any such action shall be entitled to reasonable attorneys' fees and costs. Notwithstanding the foregoing or any other provision of this Agreement, in the event of City default under this Agreement, Developer agrees that Developer may not seek, and shall forever waive any right to, monetary damages against City, but excluding therefrom the right to recover any fees or charges paid by Developer in excess of those permitted hereunder.

Section 10.7. Third Party Legal Challenge. In the event any legal action or special proceeding is commenced by any person or entity challenging this Agreement or any associated entitlement, permit, or approval granted by City to Developer for the Project (collectively, "Project Litigation"), the Parties agree to cooperate with each other as set forth herein. City may elect to tender the defense of any lawsuit filed and related in whole or in part to Project Litigation with legal counsel selected by City. Developer will indemnify, hold City harmless from, and defend City from all costs and expenses incurred in the defense of such lawsuit, including, but not limited to, damages, attorneys' fees, and expenses of litigation awarded to the prevailing party or parties in such litigation. Developer shall pay all litigation fees to City, within thirty (30) days of receiving a written request and accounting of such fees and expenses, from City. Notwithstanding the aforementioned, City may request, and Developer will provide to City within seven (7) days of any such request, a deposit to cover City's reasonably anticipated Project Litigation fees and costs.

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision

contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

Section 10.9. Statute of Limitations and Laches. City and Developer agree that each Party will undergo a change in position in detrimental reliance upon this Agreement from the time of its execution and subsequently. The Parties agree that section 65009(c)(1)(D) of the California Government Code, which provides for a ninety (90) day statute of limitations to challenge the adoption of this Agreement, is applicable to this Agreement. In addition, any person who may challenge the validity of this Agreement is hereby put on notice that, should the legality or validity of this Agreement be challenged by any third party in litigation, which is filed and served more than ninety (90) days after the execution of this Agreement, City and Developer shall each assert the affirmative defense of laches with respect to such challenge, in addition to all other available defenses. This Section in no way limits the right of a Party, claiming that the other Party breached the terms of this Agreement, to bring a claim against the other Party within the four (4) year statute of limitations set forth in Section 337 of the California Civil Code.

Section 10.10. Change in State Regulations. In no event shall Developer operate the Project in violation of the Agreement, or any applicable regulations issued pursuant to the California Cannabis Laws, as may be amended from time to time.

Section 10.11. Standard Terms and Conditions.

(a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Fresno.

(b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.

(c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.

(d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.

(e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

(f) **Number and Gender.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.

(g) **Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.

(h) **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.

(i) **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(j) **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.

(k) **Time is of the Essence.** Time is of the essence in this Agreement in each covenant, term, and condition herein.

(l) **Authority.** All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states, or firms and that all former requirements necessary or required by state or federal law in order to enter into this Agreement had been fully complied with. Further, by entering into this Agreement, no Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(m) **Document Preparation.** This Agreement will not be construed against the Party preparing it, but will be construed as if prepared by all Parties.

(n) **Advice of Legal Counsel.** Each Party acknowledges that it has reviewed this Agreement with its own legal counsel and, based upon the advice of that counsel, freely entered into this Agreement.

(o) **Attorney's Fees and Costs.** If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(p) **Calculation of Time Periods.** Unless expressly stated otherwise, all time referenced in this Agreement shall be calendar days, unless the last day falls on a legal holiday, Saturday, or Sunday, in which case the last day shall be the next business day.

IN WITNESS WHEREOF, this Agreement has been entered into by and between Developer and City as of the Effective Date of the Agreement, as defined above.

“CITY”

“DEVELOPER”

Date: _____, 2021

Date: _____, 2021

CITY OF MENDOTA, CA
a California Municipal Corporation

ELEMENT 7 MENDOTA, LLC, a California
Limited Liability Company

By: Cristian Gonzalez
Its: City Manager

By:
Its:

Attest:

Celeste Cabrera-Garcia
City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

Exhibit A

Legal Description

Exhibit B

Site Map

Exhibit C

Notice of Non-Performance Penalty

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota (“City”) and ELEMENT 7 MENDOTA, LLC (“Developer”), for the development of real property located at 796 Oller Street, Mendota, California 93640 (“Agreement”), if Developer fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty (“Notice”) to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer that Developer has failed to make payment(s) required by the Agreement. The past due amount is _____. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of _____ (“Penalty Amount”) is hereby imposed. Please remit payment of the Penalty Amount by _____.

City Manager
City of Mendota

_____ Date _____

Exhibit D

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

City of Mendota
643 Quince St
Mendota, CA 93640
Attn: City Manager

SPACE ABOVE THIS LINE FOR RECORDER’S USE

Recording Fee Exempt per Government Code §6103

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota (“City”) and ELEMENT 7 MENDOTA, LLC (“Developer”) for the development of property located at 796 Oller Street, Mendota, California 93640 (“Agreement”), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

In accordance with Article 9, Section 9.1 of the Agreement, City shall record this Notice of Termination.

Title:
Entity:

Date

Exhibit E

Assignment and Assumption Agreement

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, _____, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California (“City”), **ELEMENT 7 MENDOTA, LLC**, a California limited liability company (“Assignor”), and _____, a _____ (“Assignee”). City, Assignor, or Assignee may be referred to herein individually as a “Party” or collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. City and Assignor entered into a development agreement, dated _____, 2021, for the development of property located at 796 Oller Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-191-18 (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;

B. Pursuant to Article 10, Section 10.1 of the Development Agreement, Assignor may transfer all or part of its rights, title, and/or interests in all or a portion of Site, or Project, as those terms are defined in the Development Agreement, to any person, firm, corporation, or entity during the Term of the Development Agreement only with the advance written consent of the City Manager, who shall not unreasonably withhold or condition such consent;

C. Assignor desires to transfer to Assignee some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

D. Assignee desires to assume some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

E. The City Manager has agreed to permit Assignor’s transfer of some or all of Assignor’s rights and obligations under the Development Agreement to Assignee, and to Assignee’s assumption of same, subject to the terms and conditions specified in this Agreement;

F. The Parties intend through this Agreement to allow Assignor to transfer, and Assignee to assume, some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement.

G. The City Council has conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

Section 1. Assignment. Assignor hereby assigns to Assignee (all/some) of Assignor's rights and obligations under the Development Agreement. If Assignor is transferring only some of Assignor's rights and obligations under the Development Agreement, then the specific rights and obligations subject to transfer shall be specified in Exhibit "1," attached hereto and incorporated herein by this reference.

Section 2. Assumption. Assignee hereby accepts and assumes the foregoing transfer or assignment of (all/some) of Assignor's rights and obligations under the Development Agreement.

Section 3. Consent. In accordance with Article 10, Section 10.1 of the Development Agreement, the City Manager hereby consents to Assignor's transfer of, and Assignee's assumption of, Assignor's rights and obligations under the Development Agreement, as specified herein, subject to any reasonable terms and conditions the City Manager may require, as set forth in Exhibit "2," attached hereto and incorporated herein.

Section 4. Conditions of Assignment. The Parties hereby agree to abide by the terms or conditions of assignment, if any, set forth in Exhibit 2, and acknowledge that City's consent would not have been provided but for the Parties' agreement to abide by the terms or conditions of assignment.

Section 4. Effective Date. The assignment and assumption of rights and obligations as specified herein shall be effective on _____.

Section 5. Terms of the Development Agreement. The terms of the Development Agreement are incorporated herein by this reference. Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Development Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein.

Section 6. Inconsistency. In the event of any conflict or inconsistency between the terms of the Development Agreement and the terms of this Agreement, the terms of the Development Agreement shall govern.

Section 7. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Parties hereto, such further instruments of transfer and assignment and to take such other action as such the other Parties may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

“City”

Date: _____, _____
CITY OF MENDOTA, CA
a California Municipal Corporation

By: Cristian Gonzalez
Its: City Manager

Attest:

City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

“Assignor”

Date: _____, _____
ELEMENT 7 MENDOTA, LLC, a California
Limited Liability Company

By:
Its:

“Assignee”

Date: _____, _____
Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

Exhibit F

Community Benefit Plan

[PAGES 143-151 OF JULY PRESENTATION]

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDER ORDINANCE NO. 21-10 REGARDING MONITORED PERIMETER SECURITY FENCE SYSTEMS AND ELECTRIFIED SECURITY FENCES
DATE: MAY 25, 2021

ISSUE

Shall the City Council waive the second reading of and adopt Ordinance No. 21-10, amending Mendota Municipal Code Chapter 8.32 regarding monitored perimeter security fence systems and Chapter 15.04 regarding electrified security fences?

BACKGROUND

Boca del Rio, LLC intends to apply to the City for a permit to install a remotely monitored electrified fencing system at its cannabis cultivation facility south of the wastewater treatment plant. The City Council recently adopted Ordinance No. 21-06, which removed the prohibition against the use of razor wire at cannabis facilities operating pursuant to City requirements, but electrified fencing remains expressly prohibited under Mendota Municipal Code (MMC) Section 15.04.090(B)(14). MMC Chapter 8.32 addresses alarm systems, including defining different types of alarms, the requirements for their operation, and penalties for violation of the regulations. Incidentally, Chapter 8.32 was enacted prior to the City contracted its law enforcement services through the Fresno County Sheriff, so there are numerous references to that agency.

Following a public hearing at a regular meeting on May 11, 2021, the City Council introduced and waived the first reading of Ordinance No. 21-10.

ANALYSIS

The proposed amendment to Section 8.32.020 would add a definition for “monitored perimeter security fence system” and provide regulations for their installation and operation. References to the “sheriff” would be replaced with “police chief” or “law enforcement personnel” as contextually appropriate. Section 15.04.090 would be amended to remove the general prohibition on electrified fences, while Section 15.04.100 would now specifically prohibit them in residential zones. Section 15.04.110 would allow the City to approve them in M-1 or M-2 zones subject to a conditional use permit, but not where the M-1 or M-2 zone abuts a residential zone. Projects already subject to an approved conditional use permit as of the effective date of the ordinance would not be required to acquire a new CUP or modify the existing CUP solely to accommodate the electrified fencing. A few misspelled words would also be corrected.

Electrified fencing is subject to the provisions of Civil Code Section 835. Among other provisions, fencing must meet the following parameters:

- No more than one impulse per second
- Impulse duration limited to 10 milliseconds
- Installation of prominent warning signs at not more than 30-foot intervals
- Electrified fencing must be located behind a primary fence or barrier
- The fencing and monitoring system must be powered by a 12-volt DC commercial battery.

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 does not authorize any particular activity. Therefore, staff supports a finding consistent with CEQA Guidelines Section 15061(b)(3). Under this “common sense” rule, if it can be shown with certainty that the project does not have the potential to have a significant effect on the environment, it is not subject to further environmental review.

PUBLIC NOTICE

A notice of public hearing was published in the April 30, 2021 edition of *The Business Journal* and was posted at City Hall to advertise the May 11, 2021 public hearing. No additional notice is required.

FISCAL IMPACT

Staff time for preparation of documents and public noticing is paid by the applicant.

RECOMMENDATION

Staff recommends that the City Council waives the second reading of and adopts Ordinance No. 21-10.

Attachment(s):

Ordinance No. 21-10

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

**AN ORDINANCE OF THE COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 8.32 OF TITLE 8 OF THE
MENDOTA MUNICIPAL CODE REGARDING
ALARM SYSTEMS AND CHAPTER 15.04 OF
TITLE 15 OF THE MENDOTA MUNICIPAL
CODE REGARDING ELECTRIFIED FENCING**

ORDINANCE NO. 21-10

WHEREAS, pursuant to the authority granted to the City of Mendota (“City”) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety; and

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City’s police power; and

WHEREAS, the City’s existing alarm system definitions and regulations do not account for modern technologies for perimeter sensing and monitoring; and

WHEREAS, MMC Section 15.04.090(B)(14) prohibits the installation and use of electrified fences or enclosures throughout the City; and

WHEREAS, in light of the City’s recent amendments to MMC Chapters 8.37 and 17.99 to permit outdoor cannabis cultivation and other cannabis-related business operations, the use of modern alarm systems and electrified fencing represents a permissible safety precaution to allow for enhanced protection of certain industrial facilities within the City.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 8.32 of Title 8 of the Mendota Municipal Code is hereby amended to read as follows:

8.32.010 - Findings and purpose.

The city council finds and declares that:

- A. The frequency of falsely activated or defective security alarm systems have resulted in a critical drain upon the services and resources of ~~the sheriff’s personnel assigned to Mendota~~ **law enforcement personnel**; and

- B. The regulation of security alarm systems will improve the optimum use of law enforcement personnel in the detection and prevention of crime in the city, rather than in responding to false and erroneous alarms

8.32.020 – Definitions

The following words used in this chapter shall have the meanings ascribed to them as defined in this section:

"Alarm agent" means a person employed by an alarm company operator whose duties include altering, installing, maintaining, moving, repairing, replacing or servicing an alarm system.

"Alarm company operator" means and includes any business operated for any consideration whatsoever, engaged in the installation, maintenance, alteration or servicing of alarm systems or which responds to alarm systems. "Alarm company operator" does not include a business which only sells from a fixed location or only manufactures alarm systems, unless such business also services, installs, monitors or responds to alarm systems at the protected premises.

"Alarm system" means any assembly of equipment and devices arranged to signal the presence of a hazard and which is intended to evoke a response from law enforcement agencies. The term "alarm system" includes:

1. Audible Alarm System. An "audible alarm system" means an alarm system which emits a sound which can be heard by persons outside the building, structure or facility which is protected by such alarm system.
2. Inaudible or Silent Alarm System. An "inaudible or silent alarm system" means an alarm which transmits a message or signal to another location which is intended to evoke a response from law enforcement agencies.
3. Burglar Alarm System. "Burglar alarm system" means an audible or silent alarm system ~~signalling~~ **signaling** the entry or attempted entry into an area protected by the system.
4. Direct Dial Device Alarm System. A "direct dial device alarm system" means an alarm system used with a device which is connected to a telephone line, and upon activation of the alarm system, automatically dials a predetermined telephone number and transmits a message or signal indicating a need for emergency service.
5. Disturbance Alarm System. "Disturbance alarm system" means an alarm system ~~signalling~~ **signaling** the existence of an act amounting to a breach of the public peace at the time of alarm activation.
6. **Monitored perimeter security fence system. "Monitored perimeter security fence system" means a perimeter alarm system with an assembly of battery-powered equipment, including but not limited to: a monitored alarm device and energizer that is intended to periodically deliver pulses to the security fence, a battery charging device used exclusively to charge the system's battery, and other integrated**

components. The monitored perimeter security fence system transmits a signal intended to summon the business and/or alarm monitoring business in response to an intrusion or burglary.

6. ~~7.~~ Proprietary Alarm System. "Proprietary alarm system" means an alarm system sounding or recording alarm and supervisory signals at a control center under the supervision of the proprietor of the protected premises.
7. ~~8.~~ Robbery Alarm System. "Robbery alarm system" means an alarm system signalling **signaling** a robbery or attempted robbery in an area protected by the system.

The following are not included within the meaning of "alarm systems," as used in this chapter:

1. Audible alarms affix to motor vehicles, boats, trailers, recreational vehicles, and other mobile units;
2. Alarm systems which do not alert law enforcement agencies or persons outside the protected building, structure or facility; but are designed solely to alert security personnel or others directly connected with or employed by the owner or operator of the protected location;
3. Fire alarm systems.

"Alarm user" means any person who owns, leases, rents or otherwise controls the installation, maintenance or use of an alarm system in any manner in any building, structure or facility wherein an alarm system is maintained within the city.

"False alarm" means the activation of an alarm system by causes other than the commission or attempted commission of an unlawful act which the alarm system was designed to detect. An alarm system activated by an act of nature or by extraordinary circumstances beyond the control of the alarm user, does not constitute a false alarm.

8.32.030 – Registration of alarm agents.

Alarm agents in the city shall register their name and file a copy of their State Identification Card with the ~~county sheriff~~ **police chief**.

8.32.040 – Maintenance of records of alarm companies.

Every alarm company operator or agent performing activities as an alarm company operator or agent within the city shall maintain a complete list of the names and addresses of all persons to whom alarm systems have been sold, or for whom service contracts have been executed, for all sales or contracts made after January 1, 1992. Such records shall be open for inspection during regular business hours to duly authorized **law enforcement** personnel ~~of the sheriff's department~~, for the purpose of enforcement of this chapter. Records shall be maintained for a period of three years from the date of sale or commencement of the service contract.

8.32.050 – Notice responsibilities of alarm users of audible alarms.

Every commercial or residential alarm user who uses an audible alarm system shall post a notice containing the following:

- A. The name and telephone number of an alarm business which has agreed in writing to render repairs or service and to secure the premises during any hour of the day or night that the burglar or other alarm system is activated; or
- B. The names and telephone numbers of at least two persons to respond to the location upon request by **law enforcement personnel** ~~the Sheriff~~. Such notice shall be posted in such a manner and in such a location as to be legible to responding law enforcement personnel.

8.32.060 – Prohibited alarms and use thereof.

The following acts are prohibited with respect to the use of alarm systems, and are unlawful:

- A. For any person to report, by means of activating an alarm system, to **any law enforcement personnel** ~~the sheriff~~, any city officer or employee, or persons contracting with the city to provide emergency services, that an emergency exists, knowing that such report is false. The term "emergency" means any condition which results in or which is likely to result in an immediate response by **law enforcement personnel** ~~the sheriff~~, any city officer or employee, or persons contracting with the city to provide emergency services, such as ambulance services; or any condition which jeopardizes or is likely to jeopardize public safety and results in or is likely to result in the evacuation of any area, building, structure, vehicle or any other place which any individual may enter;
- B. For any person to possess, install, maintain or activate an audible alarm system which, when activated, emits a sound similar to that of an emergency vehicle siren or a civil defense warning system. Possession or activation of such an audible alarm system is declared to a public nuisance and may be abated as provided in Section 8.32.080; or
- C. For any person to utilize or otherwise employ a direct dial device alarm system which automatically dials any telephone number at any **law enforcement** office of ~~the sheriff's department~~.

8.32.070 – Alarms deemed to be public nuisance.

The city council declares and finds that three or more false alarms within a thirty (30) day period, five or more false alarms within a ninety (90) day period or seven or more false alarms within a one hundred eighty (180) day period, whichever occurs earliest, shall constitute a public nuisance and a hazard to the health, safety, public peace and welfare of the residents of the city for the following reasons:

- A. The ability of law enforcement to respond to actual crimes is diminished by false alarms;

- B. Law enforcement personnel and equipment and innocent citizens may be harmed or injured, and run the risk thereof, as the result of law enforcement responding to alarms activated to evoke emergency response from law enforcement personnel; and
- C. Audible alarms disturb the peace and tranquility of urban and suburban neighborhoods.

8.32.080 – Procedure for abatement of alarms deemed to be a public nuisance.

Public nuisances as defined in subsection B of Section 8.32.060 and Section 8.32.070 may be abated as provided in Section 3491 of the Civil Code and Section 731 of the Code of Civil Procedure. In addition, the ~~sheriff~~ **police chief** may summarily abate audible false alarms where:

- A. Immediately necessary to protect the health, safety, public peace and welfare of the residents within the city;
- B. After taking reasonable measures to contact any responsible party to terminate an audible alarm system; or
- C. After the system has continued unabated in excess of one hour or is ascertained to have no automatic shutoff alarm device.

8.32.090 – Procedure for charging the abatement of a public nuisance as a special assessment upon a parcel of land.

The cost of abatement of a public nuisance as defined in this code shall be borne by the person or persons responsible for maintaining the nuisance. The cost may be collected and apportioned by levying a special assessment against the parcel of land of the person or persons maintaining or otherwise responsible for maintaining the public nuisance.

8.32.100 – Enforcement by ~~sheriff~~ **police chief**.

The ~~sheriff~~ **police chief** is designated the chief enforcing officer of this chapter and shall conduct premises inspections as necessary to ~~insure~~ **ensure** compliance with this chapter pursuant to the right of entry for such inspections as specified in Code of Civil Procedure Sections 1822.5 et seq.

8.32.110 – **Monitored perimeter security fence system.**

A. The construction and use of monitored perimeter security fence systems shall be allowed as provided in this section, subject to the following requirements:

- 1. IEC standard. Unless otherwise specified herein, monitored perimeter security fence systems shall be constructed and operated in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard No. 60335-2-76, current edition.**

2. Power source. The energizer for monitored perimeter security fence systems must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. The solar panel may be augmented by a commercial trickle charger.

B. Monitoring. The security fence shall interface with a monitored alarm device that enables the monitored perimeter security fence system to transmit a signal intended to summon the business and/or the monitoring service in response to an intrusion or burglary.

1. Perimeter barrier. Monitored perimeter security fence systems shall be installed behind a non-electrified fence or wall.

2. Height. Monitored perimeter security fence systems shall have a maximum height of ten (10) feet, or two (2) feet higher than the perimeter barrier, whichever is higher.

3. Warning signs. Monitored perimeter security fence systems shall be clearly identified with warning signs that read "Warning – Electric Fence" at intervals of not less than thirty (30) feet.

8.32.440~~120~~ – Violation of chapter deemed an infraction.

Any violation of the provisions of this chapter shall constitute an infraction.

SECTION 3: Section 15.04.090 of Chapter 15.04 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.04.090 - Fencing regulations generally.

- A. A permit is required for all new or replacement fence installations. The fee for a fence permit shall be established by resolution of the city council. Application for a fence permit shall include the following:
1. A plot plan indicating the location of any meters, fire hydrants, light pole, or other nearby physical features and how access will be provided or maintained.
 2. Indication of the fence and post material to be used.
 3. If concrete or stone columns will be installed, a stamped engineered plan of the pier and/or column design must be provided.
- B. Fencing is subject to the following standards:
1. Fences shall not be constructed within the public right-of-way.
 2. Any gates shall not swing into the public right-of-way including, but not limited to, sidewalks, alleys, and streets.
 3. Property markers must be exposed for the foundation inspection.
 4. Along a local street, no fence shall be constructed within the twenty-five (25) feet nearest to the intersection of two street rights-of-way, as measured along the property line. Along a collector or arterial street, no fence shall be

constructed within the thirty (30) feet nearest to the intersection of two street rights-of-way, as measured along the property line.

5. Horizontal and vertical support posts are to be inside of the fence area or otherwise hidden from public view. Fences with a shadowbox design shall be considered to hide support posts.
6. No more than two different types of fencing material (wood and chain link or two types of wood) are permitted within the same fence.
7. No fence shall be made of, in whole or in part, cloth, canvas or other like material.
8. Property owners shall be responsible for the maintenance of the fencing on their property, and for removal of any fence if it becomes unsightly or a menace to public safety, health or welfare. For fences constructed along a shared property line, responsibility for the above items shall be shared equally between property owners for the affected section(s) of fencing.
9. Fences shall be maintained in an upright condition perpendicular to the ground.
10. Missing boards, pickets or posts shall be replaced with material of the same type and quality.
11. Fences designed for painting or similar surface finishes shall be maintained in their original condition as designed. All exposed steel, except galvanized metal fences, shall have a colored finished coat applied to them and shall be preserved against rust and corrosion.
12. Fencing around tennis courts and other recreational amenities shall comply in all other respects with the terms of this section, and may be approved with a height of greater than six feet in conjunction with a conditional use permit.
13. Fences for pools shall meet the requirements of this section as well as other building code requirements.
- ~~14. Fences or enclosures charged with electrical current are prohibited.~~
- ~~15-~~**14.** It shall be the responsibility of the property owner to ~~insure~~ **ensure** that a fence does not block or obstruct the flow of stormwater.
- ~~16-~~**15.** Replacement of pickets when the overall height of the fence will not be modified shall not require a fence permit.

SECTION 4. Section 15.040.100 of Chapter 15.04 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.04.100 – Same—Residential.

Except as otherwise indicated, the provisions of Section 15.04.090 shall apply. Residential fencing is subject to the following standards:

- A. The maximum height of a fence along a side or rear property line is six feet, subject to Subsection 15.04.090(12).
- B. Fencing within a front yard setback shall not exceed thirty six (36) inches in height and shall be at least fifty (50) percent perforate.
- C. The use of barbed wire or single strand wire is prohibited.

D. Fences or enclosures with electrical current are prohibited.

SECTION 5. Section 15.040.110 of Chapter 15.04 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.04.110 – Same—Other.

Except as otherwise indicated, the provisions of Section 15.04.090 shall apply. Fencing in non-residential districts is subject to the following standards:

- A. Fence height shall not exceed ten (10) feet. Under certain circumstances, a maximum height of less than ten (10) feet may be imposed.
- B. Barbed wire shall be permitted only if the lowest strand is at least six feet above grade, and when used for security purposes in addition to a regular fence.
- C. Barbed wire shall be oriented towards the interior of the property.
- D. The installation or other use of razor wire is prohibited. This subdivision shall not apply to commercial cannabis businesses operating pursuant to Chapters 8.37 and 17.99 of this code.
- E. **The installation or other use of electrified security fencing meeting the requirements of Civil Code section 835 may be allowed in the M-1 and M-2 zone districts subject to a conditional use permit.**
 - 1. **“Electrified security fencing” as used in this chapter shall have the same definition and is subject to the same provisions as “Monitored perimeter security fence system” as described in Section 8.32.020.**
 - 2. **Electrified security fencing shall not be permitted where the subject property in an M-1 or M-2 district abuts any residential district.**
 - 3. **Electrified security fencing is only allowed to be installed with a low voltage permit issued pursuant to the applicable electrical and building codes.**
 - 4. **Prior to installation or use of any electrified security fence, the owner of the property upon which the fence will be installed shall submit a completed application for review to the City. The submission shall include the following:**
 - i. **Application for conditional use permit in accordance with Section 17.08.050(G)(2).**
 - ii. **An accompanying site plan containing the information required pursuant to Section 17.08.090 and including the location of the protective perimeter fence in relation to the electrified security fence.**
 - iii. **Identification of the specific equipment to be used, including supporting documentation from the fencing manufacturer.**

- iv. Projects already subject to an approved conditional use permit as of the effective date of this ordinance shall not be subject to subdivisions (i) or (ii).
- 5. Civil Code section 835. The electrified security fence and perimeter fence shall meet all requirements of Civil Code section 835 as that Code may be amended from time to time.
- 6. OSHA/NRTL Approval. The electrical components and configuration of the electrified security fence shall be approved by an Occupational Safety and Health Act (ASHA) Nationally Recognized Testing Laboratory (NRTL), and written conformation of that approval shall be provided to the City prior to installation.
- 7. Hours of Activation. No electrified security fence may be energized during hours when the property protected by such fencing is open to the public, except when personnel is available onsite to deactivate the fencing.
- 8. Emergency Access.
 - i. A Knox box, key box, or other similar approved device shall be provided as a means to disconnect the electrified security fence. The device shall be located outside the primary entrance of the property and shall not be obscured in any manner from the street/driveway access.
 - ii. In the event that access by the police department and/or fire department is required due to an emergency or urgent circumstance, and the Knox box or similarly approved device is absent or nonfunctioning, police and/or fire department personnel shall be authorized to disable the electrified security fence and gain entry to the property in order to disable the electrified security fence. As a condition of permit issuance, the applicant and property owner shall agree in writing to waive any and all claims for damages relating to such emergency entry to disable the electrified security fence against the City and its personnel under such circumstances.
- 9. Fire department registration. The applicant or owner of the property on which the electrified security fencing will be installed shall submit a completed registration form for the fence to the fire department.
- 10. Indemnification. All applicants issued a permit to install or use an electrified security fence as provided in this section shall agree in writing, in a form approved by the City Attorney, to indemnify, defend, and hold harmless the City of Mendota and its agents, officers, consultants, independent contractors, and employees from any and all claims, actions, proceedings, costs, expenses, losses, damages, obligations, and liabilities related to the electrified security fence, including, but not limited to,

those arising out of any personal injury, including death, or property damage caused by the electrified security fence.

SECTION 6. The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, Section 21000, *et seq.* (“CEQA”), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the ground that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the ground that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

SECTION 7. 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 8. 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 9. 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 11th day of May 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, 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: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: FISCAL YEAR 2021-2022 PROPOSED BUDGET
DATE: MAY 25, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-34, approving the proposed budget for fiscal year 2021-2022?

BACKGROUND

The budget for the City of Mendota is the financial representation of the City Council's goals and priorities together with costs to conduct business from July 1, 2021 through June 30, 2022. Mendota's budget is conveyed in two categories, the General Fund and Enterprise Funds.

The General Fund generates its revenues primarily from property tax, sales tax, and fees. From those revenue streams, the City is able to provide city administration, public safety, finance services, street and park maintenance, and general support operations.

As for the Enterprise Funds, there are the City's water, sewer, refuse, aviation, donation, streets, community facilities district, and the newly approved landscape and lighting maintenance district. Funds consist of user fees for water and sewer service, or specialized voter-approved taxes. The Enterprise Funds are primarily collected and restricted to be expended solely on what it was collected for.

ANALYSIS

The filing of the 2021-2022 Fiscal Year Budget will represent considerable projects amongst all departments. While the short- and long-term economic effects of the pandemic are expected to be substantial throughout the country, the City of Mendota is positioned to demonstrate, once again, its resilience and efficiency as it relates to City operations.

With the leadership of our City Council, the City is able to implement the following projects, despite being in the tail end of a global pandemic. This is in part to franchise fees, grant funding, and property taxes. While the proposed budget takes a conservative approach, it includes Council's priority projects such as a K-9 program, improved public safety dispatch services, public safety motorcycles program, replenishing the emergency general fund (25,000), parks improvements (363,825), a city hall and police department planning project, and other dedicated projects in honor of our Veterans (12,400).

Other on-going projects, such as the new bridge for our water main line, new automatic water meters for all users, phase II of the Rojas-Pierce Park Expansion Project (550,000), citywide railroad corridor crossing improvements, alley paving (458,000) and other street projects will be moving to this fiscal year's budget. This budget includes the improved school pedestrian crossing on Belmont for the junior high school (158,000) and a citywide safe route to school master plan (110,000).

Our grant projects to be implemented for this fiscal year budget will include funding from Proposition 64, Department of Justice, San Joaquin Valley Air Pollution Control District, California Department of Housing and Community Development, the County of Fresno Community Development Grant and California Department of Parks and Recreation. These projects are the Community Resource Officers focusing on Youth Development/Prevention and Intervention, COPS Hiring Program, Public Benefit Grant Program, SB Planning Grant for City Hall front counter improvements, and the Rojas-Pierce Park Expansion.

In terms of personnel, there is a glaring need for additional help in all departments.

During the 2020-2021 fiscal year, with the addition of the La Colonia subdivision, which includes over 80 new homes and with the Rojas-Pierce Park expansion, there is a need for additional staffing. Additional staff is needed to focus on the parks, utilities services and on the increased number of streets that need to be maintained. As such, we are proposing (2) addition positions in the Public Works Department and (1) additional position in the Public Utilities Department. The Police Department anticipates recruiting (2) Community Service Officers utilizing the Prop. 64 grant.

In partnership with Fresno Economic Opportunities Commission, and as part of the Proposition 64 grant funding, the City anticipates placing interns in various departments citywide. This will assist the City's daily operations as well as give opportunities for our youth future development.

Our Senior Center Coordinator position, along with other facility expenditures will be frozen due to the Mendota Unified School District reclaiming the Mendota Community Center and the Senior Center facilities. If the new Mendota Community Center is approved in the application for Round 4 of the Statewide Park Program, staff will bring back an agenda item to accommodate a program including personnel.

CONCLUSION

This year we will continue to be more strategic than ever, leveraging local funds with outside resources, such as CDBG, COPS grants, CMAQ (congestion and mitigation air quality) grants, Prop. 64 and ATP (active transportation) grants amongst other grant funding in order to accomplish meaningful improvements in 2021-2022. Staff will also continue to attract economic development projects and grant funding opportunities.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-34, or direct staff to make appropriate changes.

Attachment(s):

1. Resolution No. 21-34
2. Exhibit "A" - Fiscal Year 2021-2022 Proposed Budget

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER OF APPROVING AND ADOPTING
THE FISCAL YEAR 2021-2022 OPERATING
BUDGET FOR THE CITY OF MENDOTA.**

RESOLUTION NO. 21-34

WHEREAS, the City Council of the City of Mendota, in carrying out its fiduciary responsibility to manage taxpayer funds, establishes an operating budget each fiscal year; and

WHEREAS, the City Council of the City of Mendota, in collaboration with City staff, has prepared a balanced budget that provides for the delivery of core services to the residents of Mendota through the approval of specific departmental expenditures; and

WHEREAS, the City Council of the City of Mendota has reviewed these specific departmental expenditures for reasonableness and necessity; and

WHEREAS, at its May 25, 2021, Regular Meeting, the City Council held a budget hearing and allowed the public to provide input on the proposed budget; and

WHEREAS, in order to ensure that the total expenditures for each department approved herein remain at or under the approved amounts, the City Manager may make minor changes to individual line items throughout the applicable fiscal year, so long as such changes do not increase the total expenditure amounts approved for each department.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS, that the City Council of the City of Mendota does hereby adopt the 2021-2022 budget for the City of Mendota, as presented by the City Manager and attached hereto and made part hereof as Exhibit "A."

Rolando Castro, 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 25th day of May, 2021.

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

City of Mendota

Fiscal Year

2021 – 2022

Proposed Budget



OF THE WORLD
CANTALOUPE CENTER

Table of Contents

	Page
I. Directory	1
II. General Fund - Summary	2
General Fund Revenues Summary.....	3
General Fund Expenditures Summary.....	5
III. General Fund Budget	7
City Council.....	8
City Administration.....	9
Finance Department.....	10
Planning & Engineering.....	11
Police.....	12
Code Enforcement.....	13
Animal Control.....	14
Building Department.....	15
Buildings & Grounds.....	16
Administrative Services.....	17
Senior Center.....	17
Human Resources.....	17
IV. Enterprise Fund Budget	18
Refuse Operation Fund.....	19
Sewer Operation Fund.....	20
Water Operation Fund.....	22
Gas Tax - Street Fund.....	24
Measure "C" - Street Fund.....	25
"LTF" - Street Fund.....	26
Mendota "CFD" Fund.....	27
Aviation.....	28
"COPS" Fund.....	29
Donation Fund.....	30
Landscape & Lighting Maintenance District.....	31
V. Organizational Chart	32
VI. Payroll Allocations Summary	33

Directory

City of Mendota
643 Quince Street
Mendota, CA 93640
(559) 655-3291 Phone
(559) 655-4064 Fax
www.cityofmendota.com

City Council meetings are scheduled every 2nd and 4th Tuesday of the month at City Council Chambers 643 Quince Street, Mendota, California 93640.

City Council

Mayor	Rolando Castro	Term Expires	2022
Mayor Pro-Tem	Jesus "Jesse" Mendoza	Term Expires	2022
Council Member	Jose Alonso	Term Expires	2024
Council Member	Joseph Riofrio	Term Expires	2022
Council Member	Oscar Rosales	Term Expires	2024

Departments

City Manager	Cristian Gonzalez	(559) 860-8882	cristian@cityofmendota.com
Finance Officer	Nancy Diaz	(559) 260-5057	nancy@cityofmendota.com
City Clerk	Celeste Cabrera	(559) 577-7692	ccabrera@cityofmendota.com
Director of Administrative Services	Jennifer Lekumberry	(559) 630-2849	jennifer@cityofmendota.com
Police Chief	Kevin W. Smith	(559) 288-8053	Kevin.Smith@fcl.org

Contract Services

City Attorney	Wanger Jones Helsley PC Attorneys	(559) 233-4800
City Engineer/Planner	Provost & Pritchard	(559) 449-2700

General Fund Budget – Summary

- 1) General Fund Revenue Summary
 - A. Taxes & Fines
 - B. Revenues from use of money or property
 - C. Inter-Governmental Agencies
 - D. Services
 - E. Other Revenues
- 2) General Fund Expenditure Summary
 - A. Salaries & Overtime
 - B. Fringe Benefits
 - C. Contract Services
 - D. Communication Supplies
 - E. Supplies
 - F. Fuel & Utilities
 - G. Repair & Maintenance
 - H. Property & General Liability Insurance
 - I. Meetings-Travel-Training
 - J. Other Expenditures
 - K. Capital Outlay



GENERAL FUND REVENUES

		Average	Approved	FY 20/21	Approved	Proposed
		Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 19/20	Apr-21	FY 20/21	FY 21/22
TAXES & FINES:						
01-3000-3010	Current Year Secured - Property Taxes	907,360	918,750	1,039,559	975,000	1,030,000
01-3000-3030	Prior Year Secured - Property Taxes	1,646	700	421	1,000	1,000
01-3000-3040	Current Year Unsecured - Property Taxes	13,435	13,100	16,995	13,100	14,000
01-3000-3050	Prior Year Unsecured - Property Taxes	1,013	1,200	3,769	1,200	2,000
01-3000-3070	Home Owner Apportionment - Property Taxes	2,833	3,000	1,339	1,300	1,300
01-3000-3150	Transfer Tax - Property Taxes	15,302	15,500	10,965	10,000	10,000
01-3100-3110	Sales Tax & Use Tax	681,382	791,222	427,868	616,000	520,000
01-3100-3120	Franchise Fees	114,823	112,000	110,823	512,000	665,000
01-3100-3130	Business License Tax	84,580	79,000	79,824	79,000	79,000
01-3100-3140	Transient Tax	3,866	3,000	2,642	3,000	3,000
01-3200-3210	Animal License Tax	3,812	3,000	4,986	3,000	4,000
01-3300-3310	Vehicle Fines	36,044	33,500	28,565	33,500	33,500
01-3300-3320	Code Enforcement Fees	14,959	6,000	20,943	6,000	20,000
01-3300-3340	Police Services	15,047	10,000	1,143	4,000	2,000
01-3300-3351	Police Administration Fees	7,292	6,500	3,616	6,500	4,500
01-3300-3359	Vehicle Impound Fees	22,268	17,000	28,388	17,000	25,000
01-3300-3362	DUI	13,500	10,000	12,753	10,000	10,000
01-3800-3350	Parking Citation	13,071	12,500	11,208	8,000	10,000
	TOTAL TAXES & FINES	1,952,233	2,035,972	1,805,804	2,299,600	2,434,300
REVENUES FROM USE OF MONEY OR PROPERTY:						
01-3400-3410	Investment Interest	3,878	500	2,359	500	1,500
01-3400-3420	Rental Income	91,044	92,113	81,529	101,000	101,000
	TOTAL REVENUE MONEY & PROPERTY	94,922	92,613	83,888	101,500	102,500

- Rental Income: Workforce Connection & Employment Development Department: \$3,909.50 (Monthly); Department of Motor Vehicles: \$487.00 (Monthly); Madera County Action Partnership: \$348.85 (Monthly); American Ambulance: \$1,111.95 (Monthly); Mendota Youth Recreation, Inc. \$1.00 (Annual); TerraForm (Solar Farm next to Covanta): \$10,000.00 (Annual); United Security Bank \$1,000.00 (Monthly); Department of Motor Vehicles Kiosk: \$200.00 (Monthly); Fresno Westside Mosquito Abatement: \$1,499.04 (Annual)

INTER-GOVERNMENTAL AGENCIES:						
01-3100-3115	Local Public Safety AB2788	42,332	51,188	31,438	-	47,156
01-3500-3580	Public Safety	5,000	10,500	-	10,500	10,500
01-3500-3600	Grants	14,646	-	387,597	450,429	568,836
01-4000-3520	Reimbursements	212,901	228,029	255,208	228,029	255,000
	TOTAL INTER-GOV. AGENCIES	274,879	289,717	674,242	688,958	881,493

- Grants: County of Fresno CDBG \$400,000.00; COPS Hiring Program \$30,429.00; California HCD \$160,000.00; San Joaquin Valley Air Pollution Control District \$60,000.00; Proposition 64 \$164,457.50

GENERAL FUND REVENUES – CONTINUED

SERVICES:						
01-3800-3890	Debit Card Services	3,817	4,000	-	2,500	2,500
01-3800-3810	Planning/Engineering (Pass-Thru)	97,994	95,000	96,062	50,000	50,000
01-3200-3228	Plan Check Fees	55,729	36,000	41,228	40,000	40,000
01-3800-3860	Street Sweeping	14,553	14,553	14,553	14,553	14,553
01-3200-3220	Building Fees	117,058	85,000	44,000	40,000	40,000
01-3200-3812	Building (Pass-Thru)	87	-	-	-	-
01-3222-4650	Encroachment Permits	13,139	10,000	4,725	10,000	10,000
	TOTAL SERVICES	302,376	244,553	200,567	157,053	157,053
OTHER REVENUES:						
01-4000-4010	Sale of Property	33,592	4,000	458	4,000	4,000
01-4000-4020	RMA Refund	-	-	-	-	-
01-4000-4060	Over/Short	31	-	-	-	-
01-4000-4650	Capital Contributions	33,608	16,500	45,945	6,000	6,000
	TOTAL OTHER REVENUE	67,231	20,500	46,403	10,000	10,000
01-3900-3903	TRANSFER	350,689	1,268,651	-	389,518	768,039
	TOTAL GENERAL FUND REVENUES	3,042,331	3,952,006	2,810,904	3,646,629	4,353,385

- Transfer: \$336,029.00 (CDBG Fund 9 – Program Income); \$432,010.00 (Fund Balance)

GENERAL FUND EXPENDITURES

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
	SALARIES & OVERTIME					
01-xxx-5010	Salaries, Regular	891,251	969,365	732,016	1,056,562	1,210,679
01-xxx-5060	Overtime	72,047	57,700	70,470	59,350	59,350
	Total Salaries & Overtime	963,298	1,027,065	802,486	1,115,912	1,270,029
	FRINGE BENEFITS					
01-xxx-5900	Uniform	9,674	8,400	7,836	12,700	16,960
01-xxx-6050	Retirement	31,503	31,249	30,056	39,065	72,460
01-xxx-6060	Health & Life Insurance	221,459	223,552	126,302	286,272	315,637
01-xxx-6070	F.I.C.A./Medicare	75,439	78,570	59,591	85,375	97,159
01-xxx-6080	Workers Compensation	130,928	147,482	92,208	148,920	179,382
01-xxx-6090	Unemployment Insurance	2,899	3,000	11,035	3,000	6,000
01-xxx-6100	Disability Insurance	9,651	11,090	8,347	12,052	13,716
	Total Fringe Benefits	481,552	503,343	335,376	587,384	701,314
	CONTRACT SERVICES					
01-xxx-5100	Election	3,318	-	-	2,800	2,800
01-xxx-5820	Legal Services	135,670	124,250	125,717	124,500	74,500
01-xxx-5821	Engineering Services	18,108	18,000	13,500	18,000	18,000
01-xxx-5840	Audit	12,692	11,000	9,868	11,000	11,000
01-xxx-5860	Contract Services - Dispatch	125,667	112,000	88,200	117,600	166,056
01-xxx-5850	Contract Services	143,812	296,407	386,834	267,190	382,615
01-xxx-5851	Contract Services (Pass-Thru)	104,825	95,000	147,960	50,000	50,000
01-xxx-5400	Lab Fees	1,596	2,000	2,095	2,000	2,000
01-xxx-5810	Abatement	2,256	10,000	3,135	8,000	8,000
	Total Contract Services	547,944	668,657	777,309	601,090	714,971
	COMMUNICATION					
01-xxx-5200	Telephone / Radio's	30,647	24,730	27,015	29,180	29,200
01-xxx-5360	Postage	3,824	3,629	2,623	3,530	3,420
	Total Communication	34,471	28,359	29,638	32,710	32,620
	SUPPLIES					
01-xxx-5350	Office Supplies	10,285	13,140	8,698	8,750	9,300
01-xxx-5800	Special Department Supplies	45,225	38,200	37,531	37,400	50,300
	Total Supplies	55,510	51,340	46,229	46,150	59,600
	FUEL & UTILITY					
01-xxx-5500	Fuel	17,362	19,801	14,805	19,434	17,534
01-xxx-5150	Utilities	41,914	37,904	20,369	33,740	30,140
	Total Fuel & Utility	59,276	57,705	35,175	53,174	47,674

GENERAL FUND EXPENDITURES - CONTINUED

	REPAIR & MAINTENANCE					
01-xxx-5450	Vehicle Maintenance/Operations	23,519	20,079	15,655	20,200	23,150
01-xxx-5460	Facility Repair	33,232	64,000	18,207	51,620	65,500
01-xxx-5600	Office Equipment Maintenance	2,619	1,800	3,509	2,124	3,500
	Total Repair & Maintenance	59,371	85,879	37,371	73,944	92,150
01-xxx-6110	P & GL INSURANCE	4,833	5,128	5,835	7,411	10,166
01-xxx-6300	MEETINGS/TRAVEL/TRAINING	21,239	24,927	5,895	19,300	21,400
	OTHER EXPENDITURES					
01-xxx-5300	Advertising & Publication	4,967	4,900	2,952	4,900	4,900
01-xxx-5950	Rent/Lease of Equip./ PD Bld.	48,445	73,171	35,405	67,500	54,500
01-xxx-6200	Principal	28,727	23,259	24,555	25,358	24,555
01-xxx-6210	Bonds-Interest	2,641	-	-	-	-
01-xxx-6211	Interest Expense	11,407	6,741	5,445	9,425	5,445
01-xxx-6250	Memberships & Dues	8,149	11,253	6,438	7,233	7,633
01-xxx-6305	K-9 Progam	-	-	-	-	1,900
01-xxx-6310	Proposition 64	-	-	-	-	82,850
01-xxx-6400	Taxes and Assessments	305	431	277	453	453
01-xxx-6510	Community Promotion	500	1,000	220	1,000	1,000
01-xxx-7500	Transfer-Out	-	-	-	-	25,000
	Total Other Expenditures	105,142	120,755	75,292	115,869	208,236
01-xxx-6500	CAPITAL OUTLAY	269,651	1,378,848	356,440	1,046,325	1,195,225
	TOTAL General Fund EXPENDITURES	\$ 2,602,286	\$ 3,952,006	\$ 2,507,046	3,699,269	4,353,385

General Fund Budgets

- 1) City Council
- 2) City Administration
- 3) Finance Department
- 4) Planning & Engineering
- 5) Police
- 6) Code Enforcement
- 7) Animal Control
- 8) Building Department
- 9) Buildings & Grounds
- 10) Administrative Services
 - A Senior Center
 - B. Human Resources



CITY COUNCIL

Proposed Budget for Fiscal Year 2021-22 – General Fund

		Average	Approved Budget	FY 20/21 Actual as of	Approved Budget	Proposed Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
City Council						
01-5060-5010	Salaries, Regular	17,800	18,000	15,300	18,000	18,000
01-5060-5100	Elections	3,318	-	-	2,800	2,800
01-5060-5200	Telephone	1,180	1,150	818	1,300	1,300
01-5060-5350	Office Supplies	202	450	1,312	350	1,000
01-5060-6060	Health & Life Insurance	50,349	69,951	37,755	68,635	62,958
01-5060-6070	F.I.C.A. / Medicare	2,101	1,377	1,782	1,377	1,377
01-5060-6080	Workers Compensation	432	6,792	-	-	-
01-5060-6100	Disability Insurance	270	194	249	194	194
01-5060-6300	Meetings/Travel/Training	8,799	12,000	1,905	8,000	8,000
01-5060-6510	Community Promotions	500	1,000	220	1,000	1,000
01-7500-7500	Transfer out (Fund 03)	-	-		-	-
	Total Expenditures	84,950	110,914	59,341	101,656	96,629

CITY ADMINISTRATION

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
City Administration						
01-5070-5010	Salaries, Regular	54,181	69,822	57,752	72,855	83,145
01-5070-5200	Telephone	3,747	3,242	3,162	3,650	3,650
01-5070-5300	Advertising & Publication	3,799	3,500	2,952	3,500	3,500
01-5070-5350	Office Supplies	6,227	6,639	5,383	5,000	5,000
01-5070-5360	Postage	2,048	2,000	1,486	2,000	2,000
01-5070-5450	Vehicle Maintenance/Operations	309	300	144	200	200
01-5070-5600	Office Equipment Maintenance	2,619	1,800	3,509	2,124	3,500
01-5070-5800	Special Department Supplies	2,117	3,500	1,857	3,000	5,500
01-5070-5820	Legal Services	52,766	35,000	46,981	35,000	45,000
01-5070-5850	Contract Services/Fire Protection	24,910	218,078	349,808	197,000	310,812
01-5070-5950	Lease Payment	822	3,250	2,089	3,500	3,500
01-5070-6050	Retirement	3,965	4,877	4,109	5,515	6,429
01-5070-6060	Health & Life Insurance	6,996	11,635	6,567	15,003	14,254
01-5070-6070	F.I.C.A. / Medicare	4,050	5,341	4,218	5,573	6,361
01-5070-6080	Workers Compensation	8,408	9,665	7,546	9,881	11,913
01-5070-6090	Unemployment Insurance	64	1,000	748	1,000	1,000
01-5070-6100	Disability Insurance	506	754	583	787	898
01-5070-6250	Memberships & Dues	7,068	7,220	5,700	6,000	6,000
01-5070-6300	Meetings/Travel/Training	2,001	627	507	2,000	2,500
01-5070-6500	Capital Outlay	12,916	62,000	38,059	6,000	-
01-7500-7500	Transfer Out (Fund 65)	-	-	-	-	25,000
	Total Expenditures	199,518	450,250	543,160	379,588	540,162

- Special Department Supplies: Translating Headsets; Scanner; Portable Public Address System (\$4,500.00-shared cost with the Water and Sewer Funds) (5800)
- Contract Services: Fire Protection Services (\$270,000-shared cost with Fire Impact Fund) (5850)
- Transfer Out: Transfer to the General Reserve Emergency Fund (\$25,000.00) (7500)

FINANCE DEPARTMENT

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Finance Department						
01-5080-5010	Salaries, Regular	24,032	41,553	12,625	43,629	43,629
01-5080-5200	Telephone	412	407	220	130	250
01-5080-5350	Office Supplies	350	1,200	470	800	800
01-5080-5840	Audit Fee	12,692	11,000	9,868	11,000	11,000
01-5080-5900	Uniform	281	700	80	400	700
01-5080-6050	Retirement	1,548	2,902	840	3,373	3,373
01-5080-6060	Health & Life Insurance	1,676	2,880	642	2,910	2,910
01-5080-6070	F.I.C.A. / Medicare	1,829	3,179	957	3,338	3,338
01-5080-6080	Workers Compensation	3,715	5,752	1,618	5,917	6,251
01-5080-6100	Disability Insurance	232	449	133	471	471
01-5080-6250	Memberships & Dues	337	433	95	433	433
01-5080-6300	Meetings/Travel/Training	11	500	-	400	900
	Total Expenditures	47,114	70,955	27,547	72,801	74,055

PLANNING & ENGINEERING

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Planning & Engineering						
01-5110-5010	Salaries - Regular	13,238	-	975	-	3,600
01-5110-5300	Advertising & Publications	912	1,000	-	1,000	1,000
01-5110-5350	Office Supplies	15	200	-	-	-
01-5110-5800	Special Dept. Supplies	58	200	-	-	-
01-5110-5821	Engineering	18,108	18,000	13,500	18,000	18,000
01-5110-5850	Contract Services	11,207	31,000	9,426	28,000	28,000
01-5110-5851	Contract Services (Pass-Thru)	104,739	95,000	147,960	50,000	50,000
01-5110-6050	Retirement	844	-	-	-	-
01-5110-6060	Health & Life	1,092	-	-	-	-
01-5110-6070	F.I.C.A. / Medicare	1,014	-	75	-	275
01-5110-6080	Workers Compensation	2,120	-	56	-	513
01-5110-6100	Disability Insurance	125	-	11	-	39
01-5110-6300	Travel/Meetings	14	-	-	-	-
01-5110-6500	Capital Outlay	-	-	-	160,000	160,000
	Total Expenditures	153,486	145,400	172,002	257,000	261,427

- Contract Services (Pass-Thru): This line item is for development projects that are paid by the applicant. The applicant pays the City as a pass-thru for services provided by contracted parties.
- Capital Outlay: SB2 Planning Grant – Zoning Update; City Hall Front Counter Improvements; Scanner - \$160,000.00 (6500)

POLICE

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Police						
01-6150-5010	Salaries - Regular	546,606	611,803	387,725	648,021	664,323
01-6150-5020	Salaries - Part - Time	24,014	41,620	63,868	78,922	133,016
01-6150-5060	Overtime	64,117	55,000	65,500	55,000	55,000
01-6150-5150	Utilities	21,103	20,800	11,564	17,000	15,000
01-6150-5200	Telephone	25,136	19,750	22,645	24,000	24,000
01-6150-5300	Advertising & Publication	257	400	-	400	400
01-6150-5350	Office Supplies	2,130	4,000	1,180	2,000	2,000
01-6150-5360	Postage	1,632	1,550	1,043	1,400	1,300
01-6150-5400	Lab Fees	1,596	2,000	2,095	2,000	2,000
01-6150-5450	Vehicle Maintenance/Operations	15,014	12,500	12,889	13,500	17,000
01-6150-5460	Facility Repair / Maint.	1,067	1,000	1,335	1,000	1,000
01-6150-5500	Fuel	14,970	17,200	12,954	17,000	15,000
01-6150-5800	Special Department Supplies	19,423	15,000	21,607	15,000	25,200
01-6150-5820	Legal Services	77,839	85,000	77,489	85,000	25,000
01-6150-5850	Contract Services	23,121	22,250	21,224	22,000	23,000
01-6150-5860	Contract Services Dispatch	125,667	112,000	88,200	117,600	166,056
01-6150-5900	Uniform	8,402	6,000	6,397	11,400	14,800
01-6150-5950	Lease Payment	47,623	52,550	30,691	51,000	51,000
01-6150-6050	Retirement	11,779	13,123	10,970	18,262	42,985
01-6150-6060	Health & Life	135,915	113,011	65,913	156,168	178,500
01-6150-6070	F.I.C.A. / Medicare	49,460	54,194	37,296	59,818	65,204
01-6150-6080	Workers Compensation	87,957	98,058	59,021	106,053	122,119
01-6150-6090	Unemployment Insurance	2,835	2,000	10,287	2,000	5,000
01-6150-6100	Disability Insurance	6,352	7,650	5,255	8,445	9,206
01-6150-6110	P & GL Insurance	3,135	3,428	3,674	4,666	6,405
01-6150-6250	Memberships & Dues	698	800	643	800	800
01-6150-6300	Meetings/Travel	9,480	8,000	2,596	8,000	9,000
01-6150-6500	Capital Outlay	19,425	-	222,180	159,000	54,000
	Total Expenditures	1,346,751	1,380,687	1,246,243	1,685,455	1,728,314

- Salaries – Part-Time: Increased hours for R124 program should the need arise (5020)
- Special Department Supplies: Tasers (\$4,200.00); Chaplain (\$1,000.00)
- Contract Services Dispatch: Fresno County Sheriff Department (5860)
- Capital Outlay: Vehicle Radio System (\$10,000.00); Retrofit car for COPS Volunteer Program (\$1,000.00); Motorcycle & Ford Interceptor (\$40,000.00-Grant Reimbursable) (6500)

CODE ENFORCEMENT

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Code Enforcement						
01-6160-5010	Salaries	29,604	27,021	20,666	26,462	98,364
01-6160-5060	Overtime	93	-	717	500	500
01-6160-5360	Postage	145	79	94	130	120
01-6160-5450	Vehicle Maintenance/Operations	146	-	72	750	200
01-6160-5500	Fuel	333	534	406	534	534
01-6160-5800	Special Department Supplies	1,162	800	-	600	600
01-6160-5810	Abatement	2,256	10,000	3,135	8,000	8,000
01-6160-5820	Legal Services	5,065	4,250	1,247	4,500	4,500
01-6160-5850	Contract Services	1,941	582	-	100	100
01-6160-5900	Uniform	437	600	463	200	480
01-6160-6050	Retirement	1,453	1,887	1,546	2,046	7,606
01-6160-6060	Health & Life Insurance	1,324	2,400	3,059	2,786	37,875
01-6160-6070	F.I.C.A. / Medicare	2,355	2,067	1,805	2,063	7,564
01-6160-6080	Workers Compensation	2,823	3,740	2,643	3,657	14,165
01-6160-6100	Disability Insurance	301	292	255	291	1,068
01-6160-6300	Travel/Meeting	45	600	-	300	300
01-6160-6310	Proposition 64	-	-	-	-	82,850
	Total Expenditures	49,483	54,852	36,108	52,919	264,826

- Salaries: (2) Community Service Officers (Grant Reimbursable) (5010)
- Proposition 64: Meetings, Events, Trainings, K-9, Vehicle, Drone, Tablet, Professional Services (6310)

ANIMAL CONTROL

Proposed Budget for Fiscal Year 2021-22 – General Fund

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Animal Control						
01-6170-5010	Salaries	19,919	22,539	22,126	26,462	28,358
01-6170-5060	Overtime	690	700	791	850	850
01-6170-5450	Vehicle Maintenance/Operations	986	2,000	53	750	750
01-6170-5460	Facility Repair/Maintenance	1,158	3,000	-	500	500
01-6170-5500	Fuel	300	400	304	400	500
01-6170-5800	Special Department Supplies	1,852	2,200	1,034	2,800	3,000
01-6170-5850	Contract Services	73,249	10,750	1,100	9,000	1,500
01-6170-5900	Uniform	214	600	463	200	480
01-6170-6050	Retirement	1,235	1,574	1,660	1,996	2,193
01-6170-6060	Health & Life Insurance	2,192	2,400	2,379	2,786	2,786
01-6170-6070	F.I.C.A. / Medicare	1,629	1,778	1,859	2,097	2,235
01-6170-6080	Workers Compensation	2,511	3,217	2,806	3,718	4,185
01-6170-6100	Disability Insurance	210	251	265	296	315
01-6170-6250	Membership & Dues	-	300	-	0	0
01-6170-6300	Travel/Meeting	64	200	887	200	200
01-6170-6305	K-9 Program Expenses	-	-	-	-	1,900
	Total Expenditures	106,208	51,909	35,727	52,055	49,752

BUILDING DEPARTMENT

Proposed Budget for Fiscal Year 2021-22 – General Fund

		Average	Approved	FY 20/21	Approved	Proposed
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 19/20	Apr-21	FY 20/21	FY 21/22
Building Department						
01-7180-5010	Salaries	30,007	38,749	35,144	43,148	45,677
01-7180-5350	Office Supplies	283	-	-	-	-
01-7180-5450	Vehicle Maintenance/Operations	117	-	-	-	-
01-7180-5500	Fuel	425	667	380	500	500
01-7180-5800	Special Department Supplies	580	1,500	17	1,000	1,000
01-7180-5850	Contract Services	35	5,000	-	1,000	1,000
01-7180-5851	Contract Services (Pass-Thru)	87	-	-	-	-
01-7180-5900	Uniform	20	-	-	-	-
01-7180-6050	Retirement	2,050	2,707	2,032	3,336	3,286
01-7180-6060	Health & Life Insurance	3,770	2,281	521	6,762	2,262
01-7180-6070	F.I.C.A./Medicare	2,159	2,964	2,189	3,301	3,494
01-7180-6080	Workers Compensation	5,330	5,364	4,584	5,852	6,544
01-7180-6100	Disability Insurance	254	418	265	466	493
01-7180-6200	Bond Principal	11,134	23,259	24,555	23,259	24,555
01-7180-6210	Bond Interest	2,641	-	-	-	-
01-7180-6211	Interest Expense	9,490	6,741	5,445	6,741	5,445
01-7180-6250	Dues / Fees	-	2,500	-	-	-
01-7180-6300	Travel/Meetings	-	2,500	-	-	-
01-7180-6500	Capital Outlay	-	-	-	-	-
	Total Expenditures	68,380	94,650	75,132	95,365	94,256

- Bond Principal (6200) and Interest Expense (6211): Redevelopment Agency Payment for the City Hall Expansion

BUILDINGS & GROUNDS

Proposed Budget for Fiscal Year 2021-22 – General Fund

		Average	Approved	FY 20/21	Approved	Proposed
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 19/20	Apr-21	FY 20/21	FY 21/22
Buildings & Grounds						
01-7250-5010	Salaries	124,041	87,858	115,835	86,063	92,567
01-7250-5060	Overtime	7,147	2,000	3,462	3,000	3,000
01-7250-5150	Utilities	18,815	15,140	8,386	15,140	15,140
01-7250-5450	Vehicle Maintenance/Operations	6,947	5,279	2,497	5,000	5,000
01-7250-5460	Facility Repair/Maintenance	30,929	60,000	16,872	50,000	64,000
01-7250-5500	Fuel	1,334	1,000	761	1,000	1,000
01-7250-5800	Special Department Supplies	20,034	15,000	13,017	15,000	15,000
01-7250-5850	Contract Services	9,120	8,500	5,013	9,870	18,203
01-7250-5900	Uniform	321	500	433	500	500
01-7250-5950	Lease Payment	-	17,371	2,624	13,000	-
01-7250-6050	Retirement	8,617	4,179	8,897	4,537	6,588
01-7250-6060	Health & Life Insurance	18,131	18,994	9,467	31,222	14,092
01-7250-6070	F.I.C.A./Medicare	10,244	6,874	9,410	6,813	7,311
01-7250-6080	Workers Compensation	16,406	13,454	13,935	12,079	13,692
01-7250-6100	Disability Insurance	1,326	970	1,331	962	1,032
01-7250-6110	Property & General Liability	1,699	1,700	2,161	2,745	3,761
01-7250-6200	Principal	17,593	-	-	2,099	-
01-7250-6211	Interest	1,917	-	-	2,684	-
01-7250-6400	Taxes & Assessments	305	431	277	453	453
01-7250-6500	Capital Outlay	237,310	1,316,848	96,201	721,325	981,225
	Total Expenditures	532,236	1,576,098	310,580	983,492	1,242,564

- Facility Repair/Maintenance: Purchase trash cans for 7th Street (\$14,000.00; trash cans will be repurposed for other City facilities) (5460)
- Capital Outlay: Phase II Rojas-Pierce Park Expansion (\$550,000.00); Veterans Flags (\$2,400.00); Veterans Monument (\$10,000.00); Welcome Sign Improvements-West of Highway 180 & East of Highway 33 (\$6,000.00); (2) Trucks (\$75,000.00-shared cost with Water and Sewer Funds); Dog Park (\$85,000.00); Gazebo (\$35,000.00); Shade Structures (\$45,000.00); Newly Constructed Pocket Park at Bass Avenue and I Street/2nd Street Intersection (\$198,825.00); Freezer (\$4,000.00) (6500)

ADMINISTRATIVE SERVICES

Proposed Budget for Fiscal Year 2021-22 – General Fund

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Administrative Services						
<u>Senior Center</u>						
01-8320-5010	Salaries	7,809	10,400	-	13,000	-
01-8320-5150	Utilities	1,996	1,963	419	1,600	-
01-8320-5200	Telephone	173	181	170	100	-
01-8320-5350	Office Supplies	319	151	-	300	-
01-8320-5460	Building Operations S/M	77	-	-	120	-
01-8320-5850	Contract Services	229	247	263	220	-
01-8320-6050	Retirement	13	-	-	0	-
01-8320-6070	F.I.C.A./Medicare	597	796	-	995	-
01-8320-6080	Workers Compensation	1,226	1,440	-	1,763	-
01-8320-6100	Disability Insurance	75	112	-	140	-
01-8320-6300	Travel/Meetings	-	-	-	-	-
	Expenditures	12,514	15,290	852	18,238	-
<u>Human Resources</u>						
01-8321-5350	Office Supplies	760	500	353	300	500
01-8321-6250	Memberships/Dues	48	-	-	-	400
01-8321-6300	Travel/Meetings	826	500	-	400	500
	Expenditures	1,634	1,000	353	700	1,400
	Total Expenditures	14,148	16,290	1,205	18,938	1,400

- No Senior Center Facility

Enterprise Fund Budgets

- 1) Refuse Operation Fund
- 2) Sewer Operation Fund
- 3) Water Operation Fund
- 4) Gas Tax – Street Fund
- 5) Measure “C” – Street Fund
- 6) “LTF” – Street Fund
- 7) Mendota Community Facilities District Fund (CFD)
- 8) Aviation
- 9) “COPS”
- 10) Donation Fund
- 11) Landscape & Lighting Maintenance District



REFUSE OPERATION FUND

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Revenues						
13-3400-3410	Interest Income	-	-	-	-	-
13-4400	Refuse Service	752,363	675,516	585,486	680,502	680,502
13-3592-3890	State Grant	6,667	5,000	-	5,000	5,000
13-4000-4650	Misc Income	-	-	-	-	-
	TOTAL REVENUES	759,030	680,516	585,486	685,502	685,502
Expenditures						
13-7240-5010	Salaries, Regular	39,984	33,437	28,531	37,039	43,963
13-7240-5060	Overtime	692	300	2,324	500	500
13-7240-5374	State Grant	3,777	5,000	7,389	5,000	5,000
13-7240-5800	Special Department Supplies	299	500	130	500	500
13-7240-5840	Audit	1,100	1,200	610	1,230	1,230
13-7240-5850	Contract Services	659,238	595,628	511,712	605,509	605,509
13-7240-6050	Retirement	1,173	1,865	2,180	2,713	3,001
13-7240-6060	Health & Life Insurance	6,943	10,355	4,498	12,535	7,927
13-7240-6070	F.I.C.A./Medicare	3,059	2,581	2,233	2,864	3,402
13-7240-6080	Workers Compensation	6,285	6,792	3,681	5,078	6,370
13-7240-6100	Disability Insurance	390	364	315	404	480
	Total Expenditures	722,939	658,022	563,604	673,372	677,882

SEWER OPERATION FUND

Proposed Budget for Fiscal Year 2021-22

		Average	Approved	FY 20/21	Approved	Proposed
Fund	Description	Past 3 Years	Budget	Actual as of	Budget	Budget
			FY 19/20	Apr-21	FY 20/21	FY 21/22
Revenues						
10-3400-3410	Interest Income	8,728	300	-	-	-
10-3500-3600	Grant	-		1,431	-	30,000
10-3900-3903	Transfer	-	-	-	-	388,800
10-4000-4650	Misc Revenue	2,278	-	28,839	-	-
10-4300-4200	Sewer Service	1,454,262	1,327,591	1,155,923	1,344,445	1,387,108
10-4200-4300	Connection Fee	24,063	35,000	3,727	4,000	4,000
	TOTAL REVENUES	1,489,331	1,362,891	1,189,920	1,348,445	1,809,908
Expenditures						
10-7210-5010	Salaries, Regular	241,275	357,484	237,979	405,552	478,419
10-7210-5060	Overtime	17,993	11,000	12,322	15,000	15,000
10-7210-5100	Elections	2,288	-	-	-	-
10-7210-5150	Utilities	174,655	88,370	49,314	116,668	65,000
10-7210-5200	Telephone	13,400	14,000	9,699	11,000	11,000
10-7210-5300	Advertising & Publication	2,103	2,000	967	2,000	1,500
10-7210-5350	Office Supplies	4,921	5,000	3,786	5,000	5,000
10-7210-5360	Postage	7,477	7,000	5,945	8,000	8,000
10-7210-5400	Lab Analysis	4,814	5,000	4,653	5,000	5,500
10-7210-5410	Chemicals	6,731	7,000	5,600	7,000	7,000
10-7210-5450	Vehicle Maintenance/Operations	15,138	18,000	3,924	13,000	6,000
10-7210-5460	Facility Repair / Maint.	87,028	122,506	51,317	180,000	188,000
10-7210-5500	Fuel	22,434	23,000	30,662	24,000	24,000
10-7210-5600	Office Equipment Maintenance	4,992	3,000	4,654	3,600	5,500
10-7210-5700	Depreciation	318,867	-	-	-	-
10-7210-5800	Special Department Supplies	14,926	25,000	12,206	25,000	16,000
10-7210-5820	Legal Services	38,579	30,349	25,571	31,372	31,372
10-7210-5821	Engineering Services	18,000	15,000	13,500	15,000	15,000
10-7210-5840	Audit	18,221	20,000	22,210	20,000	20,000
10-7210-5850	Contract Services	79,064	210,850	83,274	85,000	101,333
10-7210-5900	Uniform	3,495	3,700	4,534	3,700	4,500
10-7210-5950	Lease Payment	836	89,104	151,204	81,000	247,229
10-7210-6050	Retirement	10,823	22,547	17,303	28,636	36,729
10-7210-6060	Health & Life Insurance	62,914	77,284	42,681	81,188	85,600
10-7210-6070	F.I.C.A./Medicare	20,079	28,189	18,971	32,172	37,747
10-7210-6080	Workers Compensation	37,379	51,005	30,547	57,038	70,695
10-7210-6090	Unemployment Insurance	2,366	4,000	2,711	4,000	3,000
10-7210-6100	Disability Insurance	2,542	3,980	2,654	4,542	5,329
10-7210-6110	P & GL Insurance	1,982	1,800	2,809	3,567	4,330
10-7210-6200	Bond / Principle	235,415	164,000	113,100	180,000	191,081
10-7210-6210	Bond / Interest	-	211,834	63,849	198,853	187,969

10-7210-6211	Interest Expense	866	-	-	83,207	-
10-7210-6250	Memberships & Dues	16,054	12,500	12,960	12,500	12,500
10-7210-6300	Meetings/Travel/Training	1,181	1,000	625	1,100	2,500
10-7210-6400	Taxes & Assessment	732	900	786	900	850
10-7210-6500	Capital Outlay	-	150,900	29,510	90,995	345,800
	Total Expenditures	1,489,571	1,787,302	1,071,826	1,835,590	2,239,483
	FUND BALANCE:	-	424,411	531,377	487,146	429,576

- Facility Repair/Maintenance: Coating of the Channel Walls (\$75,000.00); Base Rock for access roads to WWTP (\$50,000.00) (5460)
- Lease Payment: Signature Payment for Engie Project; Vactor Truck (Impact Fees Transfer) (5950)
- Capital Outlay: 7-Aerators (\$35,000.00 each) (\$245,000.00 Total) (Impact Fees Transfer); Trash Pumps (\$43,000.00-shared cost with Streets Funds) (Impact Fees Transfer); Postage Meter (\$3,000.00-shared cost with General Fund and Water Fund) (3) Vehicles (shared cost with General Fund and Water Fund) (6500)

LONG-TERM LIABILITIES – SEWER

Mendota Joint Powers Financing Authority			
Wastewater Certificates of Participation Series 2010-1			
Year Ended June 30	Principal	Interest	Total
2022	37,000	76,654	113,654
2023	38,000	75,154	113,154
2024-2025	81,000	145,766	226,766
2026-2030	231,000	333,562	564,562
2031-2035	282,000	282,432	564,432
2036-2040	342,000	220,156	562,156
2041-2045	417,000	144,518	561,518
2046-2050	507,000	52,240	559,240
Total	1,935,000	1,330,482	3,265,482
Mendota Joint Powers Financing Authority			
Wastewater Revenue Bonds Series 2005			
Year Ended June 30	Principal	Interest	Total
2022	145,000	116,213	261,213
2023	150,000	108,838	258,838
2024-2025	325,000	194,051	519,024
2026-2030	665,000	361,916	1,026,916
2031-2035	860,000	166,603	1,026,603
2036	200,000	5,150	205,150
Subtotal	2,345,000	952,771	3,297,744
Less: unamortized discount	(70,212)	-	(70,212)
Total	2,274,788	952,771	3,227,532

WATER OPERATION FUND

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
02-3400-3410	Interest Income	7,012	50	-	50	50
02-3500-3600	Grant	160,281		1,357	200,000	230,000
02-3900-3903	Transfer (Mowry Bridge)			-	6,020,331	2,458,111
02-4000-4650	Misc Income	148,959	1,500	20,271	1,500	1,500
02-4200-4201	Water Service	1,928,701	1,722,511	1,648,383	1,939,572	1,960,553
02-4200-4213	Repair Charge	2,535	-	4,203	2,500	2,500
02-4200-4300	Connection Fee	34,479	35,000	161,886	6,000	6,000
02-4200-4330	Penalty/Shut-Off	107,181	67,500	170	30,000	200
	TOTAL REVENUES	2,389,148	1,826,561	1,836,270	8,199,953	4,658,914
02-7220-5010	Salaries, Regular	404,086	423,357	293,015	437,829	526,130
02-7220-5060	Overtime	23,074	11,000	12,813	23,000	23,000
02-7220-5100	Elections	2,288	-	-	-	-
02-7220-5150	Utilities	374,134	297,312	313,593	345,886	345,886
02-7220-5200	Telephone	19,461	19,287	15,674	18,000	18,000
02-7220-5300	Advertising & Publication	2,172	2,354	967	2,400	1,200
02-7220-5350	Office Supplies	4,686	5,224	3,825	5,224	5,224
02-7220-5360	Postage	7,548	7,065	5,350	7,200	6,200
02-7220-5400	Lab Analysis	17,924	19,870	12,878	17,397	17,397
02-7220-5410	Chemicals	33,342	30,437	24,843	30,000	30,000
02-7220-5450	Vehicle Maintenance/Operations	13,714	13,510	5,360	9,000	9,000
02-7220-5460	Facility Repair / Maint.	38,099	75,000	46,746	85,000	226,500
02-7220-5500	Fuel	23,389	27,724	30,254	27,000	27,000
02-7220-5600	Office Equipment Maintenance	4,906	2,968	4,654	3,600	4,600
02-7220-5800	Special Department Supplies	49,247	93,000	27,314	73,000	50,000
02-7220-5820	Legal Services	36,948	29,863	25,596	31,309	31,309
02-7220-5821	Engineering Services	18,000	16,200	13,500	16,200	16,200
02-7220-5840	Audit	19,864	23,766	22,825	23,766	23,766
02-7220-5850	Contract Services	63,564	65,800	77,403	77,640	85,974
02-7220-5900	Uniform	3,390	3,507	4,670	3,507	4,940
02-7220-5950	Lease Payment	151,249	240,442	230,766	213,939	300,694
02-7220-6050	Retirement	11,760	26,758	21,580	31,367	40,027
02-7220-6060	Health & Life Insurance	97,182	97,449	51,181	78,690	92,819
02-7220-6070	F.I.C.A./Medicare	32,992	33,228	23,464	35,253	42,008
02-7220-6080	Workers Compensation	63,021	49,907	37,250	62,501	78,677
02-7220-6090	Unemployment Insurance	2,366	4,000	2,711	4,000	3,000
02-7220-6100	Disability Insurance	4,175	4,691	3,278	4,977	5,931
02-7220-6110	P & GL Insurance	1,814	1,886	2,161	2,745	4,330
02-7220-6200	Bond / Principle	45,778	46,000	48,000	48,000	50,000
02-7220-6210	Bond / Interest	33,303	20,970	18,855	19,855	16,650

02-7220-6211	Interest Expense	-	-	-	48,314	-
02-7220-6250	Memberships & Dues	18,318	21,000	18,116	21,000	21,000
02-7220-6300	Meetings/Travel/Training	1,233	1,000	555	1,000	1,900
02-7220-6400	Taxes & Assessment	213	250	231	250	245
02-7220-6500	Capital Outlay	-	60,000	60,874	260,995	725,000
02-7220-8004	Mowry Bridge - Pass-thru	-	6,830,846	3,385,183	6,020,331	1,958,111
02-7220-5854	Online Fees	-	-	12,969	-	15,563
	Total Expenditures	1,623,243	8,605,671	4,858,455	8,090,175	4,808,281
	FUND BALANCE:	-	48,138	6,779,110		149,367

- Facility Maintenance: PLC Communications upgrade (\$150,000.00); Scada Tower (\$3,000.00); Well 9 VFD (\$17,000.00) (5460)
- Mowry Bridge Transfer (\$1,958,111.00 for the construction of Mowry Bridge) (8004)
- Capital Outlay: Backwash Project (\$500,000.00); Automatic Meter Read Project (\$200,000.00-Grant Reimbursable); (3) Vehicles (Shared cost with the General Fund and Sewer Fund) (6500)

LONG-TERM LIABILITIES – WATER

USDA Water Improvement Loan				
Year Ended June 30	Principal	Interest	Totals	
2022	50,000	16,650	66,650	
2023	52,000	14,355	66,355	
2024	54,000	11,970	65,970	
2025	57,000	9,473	66,473	
2026-2028	122,000	12,285	134,285	
Total	335,000	64,733	399,733	

- USDA Water Improvement Loan debt service will terminate 2028.

GAS TAX – STREET FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
07-3500-3527	State Allocation -	-	-	40,881	-	13,627
07-3500-3528	State Allocation - 2032	167,865	163,896	133,045	163,896	163,896
07-3500-3529	State Allocation - 2103	57,079	32,972	54,939	32,972	32,972
07-3500-3530	State Allocation - 2105	64,375	49,325	42,766	49,325	49,325
07-3500-3531	State Allocation - 2106	37,548	28,645	24,622	28,645	28,645
07-3500-3532	State Allocation - 2107	82,003	60,473	57,123	60,473	60,473
07-3500-3533	State Allocation - 2107.5	3,000	3,000	3,000	3,000	3,000
07-3400-3410	Interest Income	921	-	-	-	-
07-3900-3903	Interfund Transfer		-	-	-	41,456
07-3500-3600	Grant	57,693	319,293	339,656	870,552	1,164,848
	Total Revenues	470,485	657,604	696,032	1,208,863	1,558,242
Expenditures						
07-7190-5010	Salaries, Regular	12,826	26,151	15,028	16,445	24,879
07-7190-5060	Overtime	128	500	34	500	500
07-7190-5150	Utilities- Street Lights	83,187	79,056	51,167	71,000	71,000
07-7190-5450	Vehicle Maintenance / Operations	335	547	885	500	500
07-7190-5470	Street Repair / Maintenance	6,067	49,824	17,043	35,000	25,000
07-7190-5800	Special Department Supplies	1,572	2,500	5,334	2,000	2,000
07-7190-5821	Engineering Services	322	1,820	-	1,000	1,000
07-7190-5840	Audit Fees	1,483	1,800	1,851	1,850	1,850
07-7190-6050	Retirement	959	1,827	1,025	1,272	1,985
07-7190-6060	Health & Life Insurance	1,214	3,953	899	4,334	3,097
07-7190-6070	F.I.C.A./Medicare	949	2,038	1,060	1,297	1,942
07-7190-6080	Workers Compensation	2,087	6,792	1,945	2,298	3,636
07-7190-6100	Disability Insurance	113	288	142	183	274
07-7190-6500	Capital Outlay	258,425	480,507	398,731	961,068	2,537,257
	Total Expenditures	369,667	657,603	495,144	1,098,747	2,674,920
	FUND BALANCE:	197,552			-	1,116,678

- Estimated Allocation for Fiscal Year 21/22
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) Alley Paving; 5) 5th & Quince Street Rehabilitation; 6) Derrick & Oller Roundabout.
- Boom Truck (\$50,000.00); Bass & Barboza Roundabout Landscape (\$5,000.00-shared cost with the Streets Funds) Trash Pump (Shared costs with the Sewer and Streets Funds); Paint shaker & Bobcat cement mixer attachment (Shared costs with the Streets funds) (6500)

MEASURE "C" STREET FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 19/20 Actual as of Apr-20	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
14-3100-3175	County Allocation	190,979	166,208	150,207	166,208	152,587
14-3100-3180	County Allocation (ADA)	4,242	5,817	5,073	5,817	5,341
14-3100-3190	County Allocation (Flexible)	150,259	197,530	166,915	197,530	180,593
14-3400-3410	Interest Income	617	-	-	-	-
14-3500-3600	Grant	286,415	200,000	282,797	701,105	483,010
14-3900-3903	Interfund Transfer	-	-	-	-	35,382
	Total Revenues	632,511	569,555	604,992	1,070,660	856,913
Expenditures						
14-7190-5010	Salaries, Regular	114,475	136,086	83,186	135,980	132,058
14-7190-5060	Overtime	886	750	201	1,000	500
14-7190-5420	Street ADA Projects	2,667	10,000	-	-	-
14-7190-5450	Vehicle Maintenance/Operations	10,007	9,000	7,133	8,000	7,000
14-7190-5470	Street Repair / Maint.	11,658	62,659	16,404	40,000	23,000
14-7190-5480	Sidewalk / Curb / Gutter-Maint.	-	10,000	-	1,000	1,000
14-7190-5800	Special Department Supplies	7,183	10,000	8,011	8,000	7,900
14-7190-5840	Audit	2,041	2,541	2,480	2,500	2,500
14-7190-5850	Contract Services	38,453	35,000	16,392	35,000	35,000
14-7190-6050	Retirement	7,992	8,564	6,133	9,381	10,446
14-7190-6060	Health & Life Insurance	29,115	34,960	14,895	34,358	32,504
14-7190-6070	F.I.C.A./Medicare	9,071	10,468	6,344	10,479	10,179
14-7190-6080	Workers Compensation	17,898	18,399	10,338	18,578	19,064
14-7190-6100	Disability Insurance	1,153	1,478	888	1,479	1,437
14-7190-6500	Capital Outlay	546,091	219,650	353,206	805,089	1,034,852
	Total Expenditures	798,689	569,555	525,611	1,110,844	1,317,440
	FUND BALANCE:		-		40,184	460,527

- Estimated Allocation for Fiscal Year 21/22
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) Alley Paving; 5) 5th & Quince Street Rehabilitation; 6) Derrick & Oller Roundabout.
- Trash Pump (Shared costs with the Sewer and Streets Funds) Paint shaker & Bobcat cement mixer attachment (Shared costs with the Streets Funds) (6500)

“LTF” STREET FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 18/19	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
12-3100-3160	Article III	8,714	8,577	9,662	9,275	9,662
12-3100-3170	Article VIII	395,734	387,298	243,374	418,807	286,079
12-3100-3410	Interest Income	837	100	-	100	100
12-3500-3600	Grant	123,661	-	282,373	653,797	841,311
12-3900-3903	Interfund Transfer	-	-	-	-	48,025
	Total Revenues	528,946	395,975	535,409	1,081,979	1,185,177
Expenditures						
12-7190-5010	Salaries, Regular	105,531	95,967	92,787	81,551	89,442
12-7190-5060	Overtime	918	750	1,482	1,000	1,000
12-7190-5440	Street Painting	-	-	-	-	-
12-7190-5450	Veh. Maint/Operations	8,067	5,000	3,120	7,000	7,000
12-7190-5470	Street Repair	36,208	50,000	1,740	-	35,000
12-7190-5480	Sidewalk / Curb	986	10,000	-	-	-
12-7190-5500	Fuel	4,704	5,000	9,288	5,000	5,000
12-7190-5800	Special Department Supplies	11,933	15,000	12,038	10,000	10,000
12-7190-5821	Engineering Services	756	3,000	-	-	-
12-7190-5840	Audit Fees	1,844	1,500	1,851	1,851	1,851
12-7190-5850	Contract Services	2,133	1,500	2,575	5,000	5,000
12-7190-6050	Retirement	7,220	6,229	6,872	5,844	6,882
12-7190-6060	Health & life Insurance	24,240	18,677	13,697	14,912	14,375
12-7190-6070	F.I.C.A./Medicare	8,205	7,398	7,299	6,315	6,584
12-7190-6080	Workers Compensation	16,194	13,502	11,587	11,196	12,958
12-7190-6100	Disability Insurance	1,038	1,045	1,019	892	1,311
12-7190-6500	Capital Outlay	138,786	161,407	331,860	752,998	1,795,294
	Total Expenditures	368,764	395,975	497,215	903,559	1,991,697
	FUND BALANCE:	-	-			806,520

- Estimated Allocation for Fiscal Year 21/22
- Capital Outlay: Projects: 1) MJHS SRTS Project; 2) Citywide Safe Routes to School Master Plan; 3) Citywide Railroad Corridor Crossing Improvements; 4) Alley Paving; 5) 5th & Quince Street Rehabilitation; 6) Derrick & Oller Roundabout.
- Paint shaker & Bobcat cement mixer attachment (Shared costs with the Streets Funds) (6500)

MENDOTA CFD FUND

Proposed Budget for Fiscal Year 2021-22

Fund	Description	Average Past 3 Years	Approved Budget FY 19/20	FY 20/21 Actual as of Apr-21	Approved Budget FY 20/21	Proposed Budget FY 21/22
Revenues						
61-3000-3015	Mendota CFD / 2006 - 01	353,745	348,607	240,348	415,000	420,000
61-3400-3410	Interest Income	164	50	-	50	50
61-3500-3600	Grant	-	-	-	14,987	-
	Total Revenues	353,908	348,657	240,348	430,037	420,050
Expenditures						
61-6150-5010	Salaries, Regular	239,600	228,659	182,052	278,328	278,453
61-6150-5060	Overtime	8,991	6,000	9,029	8,000	8,000
61-6150-5850	Contract Services	4,898	4,654	43,430	44,466	67,304
61-6150-6050	Retirement	2,517	2,615	443	12,319	13,949
61-6150-6060	Health & life Insurance	50,270	46,287	29,824	50,819	73,349
61-6150-6070	F.I.C.A./Medicare	19,814	17,952	15,359	21,904	20,854
61-6150-6080	Workers Compensation	37,218	32,481	24,034	38,834	41,042
61-6150-6100	Disability Insurance	2,554	2,534	2,160	3,092	3,094
	Total Expenditures	365,862	341,182	306,331	457,762	506,045
	FUND BALANCE:		-	35,458	27,725	85,995

- Contract Services: Dispatch Contract Services \$20,000.00 (5850)

AVIATION

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
		Average	Budget	Actual as of	Budget	Budget
Fund	Description	Past 3 Years	FY 19/20	Apr-21	FY 20/21	FY 21/22
Revenues						
05-3500-3600	State Allocation	10,000	10,000	1,000	10,000	10,000
05-3400-3410	Interest Income	1	-	-	-	-
05-4000-4650	Grant	88,534	15,000	2,795	-	-
	Total Revenues	98,536	25,000	3,795	10,000	10,000
Expenditures						
05-7230-5010	Salaries, Regular	1,864	1,818	1,931	1,969	2,233
05-7230-5060	Overtime	75	-	99	-	100
05-7230-5150	Utilities	341	150	146	217	200
05-7230-5460	Facility Repair/Maintenance	1,600	2,350	2,795	1,900	1,353
05-7230-5800	Special Department Supplies	-	-	-	-	-
05-7230-5821	Engineering	-	-	-	-	-
05-7230-5850	Contract Services	-	-	-	-	-
05-7230-6050	Retirement	133	127	149	152	178
05-7230-6060	Health & Life Insurance	367	388	204	388	388
05-7230-6070	F.I.C.A./Medicare	151	139	149	151	170
05-7230-6080	Workers Compensation	298	693	253	267	320
05-7230-6100	Disability Compensation	19	20	22	21	24
05-7230-6150	Airport Insurance	4,087	19,000	4,699	4,600	4,699
05-7230-6400	Taxes & Assesments	320	315	334	335	335
05-7230-6500	Capital Outlay	87,155	-	-	-	-
	Total Expenditures	92,397	25,000	10,781	10,000	10,000

"COPS"

Proposed Budget for Fiscal Year 2021-22

			Approved	FY 20/21	Approved	Proposed
Fund	Description	Average Past 3 Years	Budget FY 19/20	Actual as of Apr-21	Budget FY 20/21	Budget FY 21/22
Revenues						
23-3500-3560	COPS	148,037	100,000	116,727	100,000	100,000
23-3400-3410	Interest Income	137	10	-	10	10
	Total Revenues	<u>148,174</u>	<u>100,010</u>	<u>116,727</u>	<u>100,010</u>	<u>100,010</u>
Expenditures						
23-6150-5010	Salaries, Regular	87,824	87,541	47,660	79,055	102,479
23-6150-5060	Overtime	15,206	13,000	4,821	15,000	15,000
23-6150-6050	Retirement	1,719	631	1,783	3,953	3,576
23-6150-6060	Health & life Insurance	20,312	20,738	7,372	17,755	28,146
23-6150-6070	F.I.C.A./Medicare	8,099	7,692	4,024	7,195	8,987
23-6150-6080	Workers Compensation	13,808	16,980	6,264	12,756	16,917
23-6150-6100	Disability Insurance	1,046	1,086	536	1,016	1,269
	Total Expenditures	<u>148,016</u>	<u>147,668</u>	<u>72,459</u>	<u>136,730</u>	<u>176,374</u>
	FUND BALANCE:		<u>47,658</u>		<u>36,720</u>	<u>76,364</u>

DONATION FUND

Proposed Budget for Fiscal Year 2021-22

		Proposed Budget FY 21/22
Fund	Description	
Donation Fund		
24 (Fund Balance)	Donation Fund Balance	10,535
	Total Revenues	10,535
Expenditures		
24-5090-5800	Special Department Supplies	10,535
	Total Expenditures	10,535

- National Night Out Event
- K-9 Program

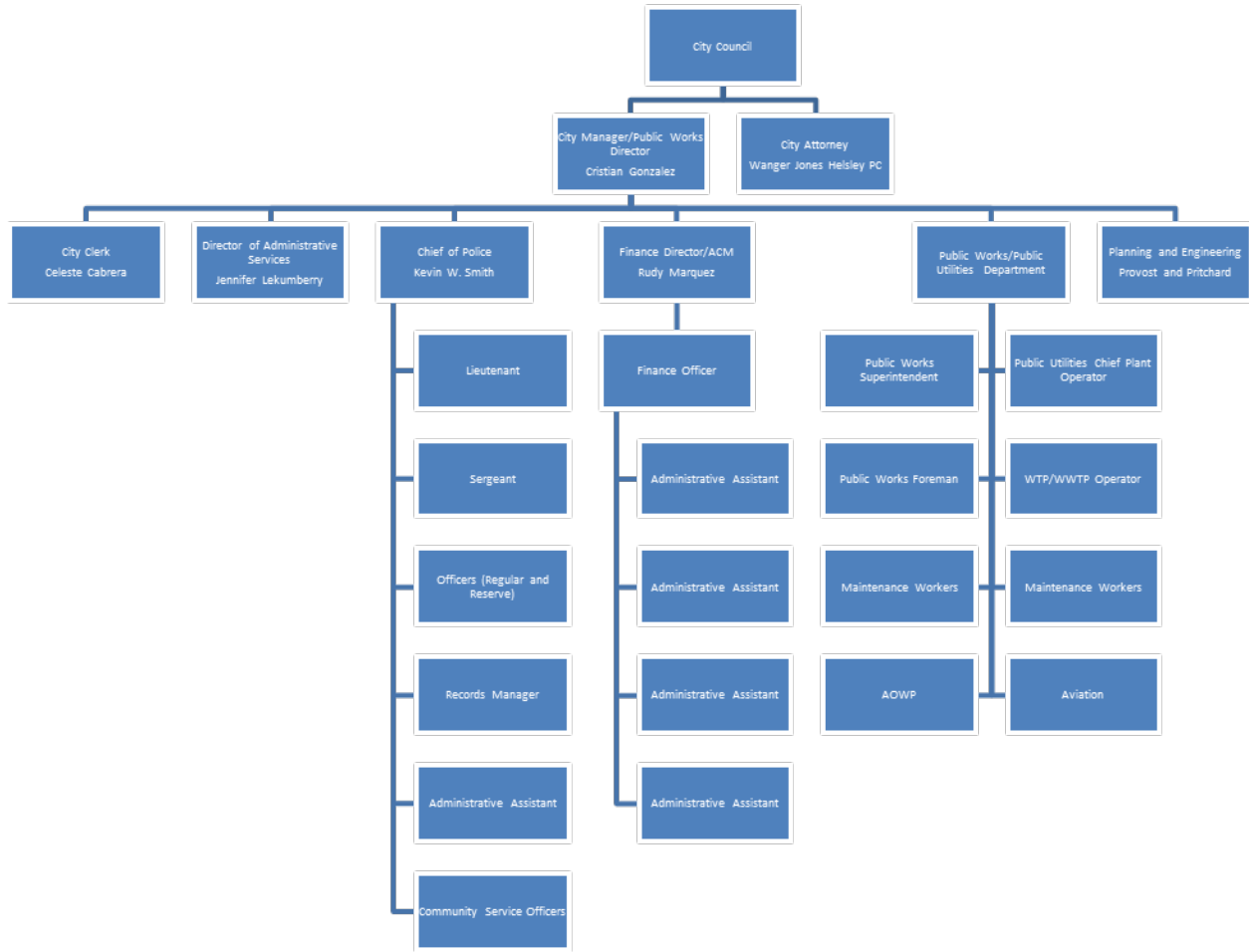
LANDSCAPE & LIGHTING MAINTENANCE DISTRICT FUND

Proposed Budget for Fiscal Year 2021-22

		FY 20/21	Approved	Proposed
		Actual as of	Budget	Budget
Fund	Description	Apr-21	FY 20/21	FY 21/22
Revenues				
78-3000-3015	L&LMD	9,333	-	21,638
Expenditures				
78-7250-5010	Salaries	430	-	13,811
78-7250-5060	Overtime	-	-	100
78-7250-5150	Utilities	-	-	500
78-7250-5460	Facility Repair/Maintenance	-	-	1,950
78-7250-5800	Special Department Supplies	-	-	200
78-7250-5850	Contract Services	939	-	1,000
78-7250-6050	Retirement	33	-	832
78-7250-6060	Health & Life Insurance	57	-	-
78-7250-6070	F.I.C.A./Medicare	34	-	1,056
78-7250-6080	Workers Compensation	44	-	431
78-7250-6100	Disability Insurance	5	-	149
78-7250-6110	Property & General Liability	-	-	400
78-7250-6400	Taxes & Assessments	-	-	25
	Total Expenditures	1,543	-	20,454

CITY OF MENDOTA

Organizational Chart



CITY OF MENDOTA

Payroll Allocation Summary

City Manager

General Fund	35%
Water	25%
Sewer	25%
Gas Tax	5%
Measure C	5%
LTF	5%

City Clerk

General Fund	40%
Water	30%
Sewer	30%

Director of Administrative Services

General	40%
Water	30%
Sewer	30%

Public Utilities Chief Plant Operator

Water	50%
Sewer	50%

Public Utilities Superintendent (1)

Water	60%
Sewer	40%

Public Utilities Water/Wastewater Opr I (2)

Water	50%
Sewer	50%

Public Utilities Maintenance Worker III (1)

Water	60%
Sewer	40%

Finance Director/Assistant City Manager

General Fund	35%
Water	23%
Sewer	22%
Measure C	10%
LTF	10%

Finance Officer

Water	35%
Sewer	35%
Sanitation	20%
Measure C	5%
LTF	5%

Administrative Assistant (3)

Water	40%
Sewer	40%
Sanitation	20%

Administrative Assistant PT (1)

Water	35%
Sewer	35%
Sanitation	20%
General	10%

Public Works Superintendent (1)

General	10%
Water	20%
Sewer	10%
Measure C	30%
LTF	30%

Public Utilities Water/Wastewater Operator (1)

Sewer	100%
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Public Works Janitor PT (1)

General	20%
Water	40%
Sewer	40%

Public Utilities Maintenance Worker (2)

Water	60%
Sewer	40%

Public Works Maintenance Worker (1)

General	25%
Water	10%
Airport	5%
Sewer	10%
Gas Tax	15%
Measure C	15%
LTF	20%

Public Works Maintenance Worker I (1)

General	30%
Water	10%
Sewer	30%
Measure C	10%
LTF	10%
Gas Tax	10%

Public Works Maintenance Worker III (1)

General	50%
Water	10%
Sewer	10%
Measure C	5%
LTF	5%
L&LM	20%

Public Works Maintenance Worker PT (1)

General	25%
Water	25%
Sewer	25%
LTF	10%
L&LM	15%

Public Works Foreman

General	10%
Water	50%
Sewer	30%
Measure C	5%
LTF	5%

Public Works Maintenance Worker (2)

Water	50%
Sewer	30%
Measure C	10%
LTF	10%

Public Works Maintenance Worker (1)

General	14%
Water	33%
Sewer	33%
Measure C	10%
LTF	10%

Public Works Maintenance Worker (1)

Measure C	100%
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Public Works Maintenance Worker (1)

General	10%
Water	20%
Sewer	10%
Measure C	20%
LTF	20%
Gas Tax	20%

Public Works Maintenance Worker (1)

Water	40%
Sewer	20%
Measure C	10%
LTF	10%
L&LM	20%

Police Chief
General 100%

Police Lieutenant (1)
General 28%
CFD 58%
COPS 14%

Police Sergeant (1)
COPS 75%
CFD 25%

Police Sergeant (1)
General 55%
CFD 45%

Police Officer-SRO (3)
General 100%

Police Sergeant (1)
General 38%
CFD 45%
COPS 17%

Police Sergeant (1)
CFD 60%
General 40%

Reserve Officers (5)
General 100%

Police Officer (2)
General 100%

Police Records Manager (1)
General 100%

Police Administrative Assistant (1)
General 100%

Police Officer R124 (2)
General 100%

Police Officer (1)
CFD 100%

Police Officer (1)
General 40%
CFD 60%

Community Service Officer (2)
General 80%
Water 20%

Police Officer (1)
COPS 50%
CFD 50%

Community Service Officer (2)
General 100%

Police Officer (R124) (2) (1000 hrs)
General 100%

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ADDING
CHAPTER 2.56 OF TITLE 2 OF THE
MENDOTA MUNICIPAL CODE TO
ESTABLISH UNIFORM ADMINISTRATIVE
APPEAL PROCEDURES**

ORDINANCE NO. 21-11

WHEREAS, the City of Mendota’s (the “City”) Municipal Code (“MMC”) does not currently contain a set of general administrative appeal procedures that clearly outline the process by which citizens and businesses may appeal administrative decisions issued by the City’s representatives; and

WHEREAS, it is in the best interest of the City and all persons and businesses within its jurisdiction to provide clarity regarding the general means and procedures available to appeal administrative decisions issued by the City’s representatives, where the applicable MMC provisions do not otherwise provide an express set of appeal procedures; and

WHEREAS, establishing a set of general administrative appeal procedures will assist the City in ensuring overarching goals of public participation are met as laid out above.

NOW, THEREFORE, the City Council of the City of Mendota hereby ordains as follows:

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Chapter 2.56, Administrative Appeals Procedure, is hereby added to Title 2 of the Mendota Municipal Code.

SECTION 3. Section 2.56.010 is hereby added to Chapter 2.56 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.56.010 – Statement of Purpose and Intent

This Chapter shall be known as the “Administrative Appeals Procedure” for the City of Mendota. By approving this Chapter’s addition to the Mendota Municipal Code, the City Council of the City of Mendota intends to provide a uniform procedure for appeals of administrative decisions made by City representatives where the applicable Chapter of the Mendota Municipal Code do not otherwise

provide an express set of appellate procedures. In the event another set of appellate procedures applies to the sections of the Mendota Municipal Code at issue, this Chapter's provisions shall not apply.

SECTION 4. Section 2.56.020 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.020 – Right to Appeal

(A) **Except where an appellate procedure is otherwise set forth in an applicable Chapter of the Mendota Municipal Code, any person may appeal, in writing, to the City Council by filing a written notice of such appeal stating the specific grounds for the appeal with the City Clerk, or his or her designee(s), in connection with any of the following instances of City conduct:**

- (1) **Approval, denial, suspension, or revocation of a City license, permit, or other entitlement; or**
- (2) **Determination of an administrative decision made by any City official.**

Provided that, such approval, denial, suspension, or revocation of such City license, permit, or entitlement, or such determination of such administrative decision involves the exercise of administrative discretion or personal judgment, therefore not ministerial in nature, exercised under any of the provisions of the Mendota Municipal Code.

(B) **No appeal may be taken to any such administrative decision or exercise of judgment by a City official under the provisions of this Chapter unless such appeal has been requested from the applicable City department head concerned, and where an appeals board is empowered to consider questions of interpretation and/or enforcement, unless such appeal has been considered by such appeals board.**

SECTION 5. Section 2.56.030 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.030 – Time to File Appeal

The appellant shall file a written notice of appeal containing a clear statement of the grounds for the appeal with the City Clerk, on a form created and maintained by the City Clerk, within ten (10) calendar days after the date of the issuance of the administrative decision being appealed. In the event the final day of the filing period does not fall on a business day, the period during which the written notice of appeal must be filed shall be extended to include the next business day.

SECTION 6. Section 2.56.040 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.040 – Notice of Appeal Hearing

Upon receipt of an appellant’s timely written notice of appeal on the proper form, the City Clerk shall cause the appeal hearing to be placed on a regular or special meeting agenda of the City Council. Except in cases of emergency where the City Council may hear and determine the appeal immediately, or where State law requires a different appellate procedure be followed, the City Clerk shall set the matter for an appeal hearing no later than forty-five (45) calendar days after the date the appellant filed the written notice of appeal on the proper form. The City Clerk shall cause written notice of such appeal hearing to be mailed to the appellant via First Class mail not less than five (5) business days prior to the appeal hearing, unless such notice is waived in writing by the appellant.

SECTION 7. Section 2.56.050 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.050 – Appeal Hearing

The following provisions apply to an appeal hearing held pursuant to this Chapter:

- (A) **The appellant bears the burden to show cause for why the administrative decision being appealed was incorrect on the specific grounds specified in the appellant’s written notice of appeal.**
- (B) **The City Council shall hear evidence relevant to the grounds upon which the appeal was made. Hearsay and written reports may be considered at the hearing notwithstanding the availability of the declarant. The California Rules of Evidence may be used as guidance in connection with the hearing, but need not be strictly adhered to for evidence to be considered.**
- (C) **The appellant may testify, provide written evidence, and present witnesses in support of the appeal. The City may elect to present its own evidence and witnesses to refute the evidence submitted by the appellant. The City Manager may designate a representative to present such evidence on the City’s behalf. Both the appellant and the City have the right to be represented by legal counsel at the appeal hearing.**
- (D) **The City Council shall, in its discretion, limit the time of the appeal hearing to that which it deems necessary to hear all relevant evidence, taking into account all relevant circumstances, including duplicative evidence or testimony, and the amount and gravity of the potential penalty. The appellant shall not, in any case, be given less time to present his or her case than is afforded the City.**

- (E) The City Council may, in its discretion, continue the appeal hearing or request additional information from either the appellant or the City's representative(s) prior to making a decision granting or denying the appeal.
- (F) The appellant's failure to attend the appeal hearing shall result in the denial of the appeal.

SECTION 8. Section 2.56.060 is hereby added to Chapter 2.56 of Title 2 of the Municipal Code, and shall read as follows:

Section 2.56.060 – City Council Determination Final – Right to Appeal

The City Council's decision regarding the appeal is final and conclusive in the matter, and is not subject to further administrative appeal. The appellant may appeal the City Council's determination by filing an appeal with the Superior Court of the County of Fresno pursuant to the applicable sections of the California Code of Civil Procedure.

SECTION 9. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 10. The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code section 21000, *et seq.*, the California Environmental Quality Act ("CEQA"), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a "project" under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378(a), 15064(d)(3).) Accordingly, the City Clerk is hereby directed to file a Notice of Exemption.

SECTION 11. This ordinance shall take effect thirty (30) days after its passage.

SECTION 12. 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.

* * * * *

The foregoing ordinance was introduced on the 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 1.20 OF TITLE 1 OF THE
MENDOTA MUNICIPAL CODE AND
ADDING CHAPTER 2.54 TO TITLE 2 OF
THE MENDOTA MUNICIPAL CODE TO
ESTABLISH A UNIFORM PROCEDURE
FOR THE ASSESSMENT, LEVYING,
COLLECTION, AND APPEAL OF
PENALTIES ISSUED FOR VIOLATIONS
OF CITY ORDINANCES**

ORDINANCE NO. 21-12

WHEREAS, the City of Mendota (the “City”) has determined proper and consistent enforcement of the Mendota Municipal Code (“MMC”) is a matter affecting the public health, safety, and welfare; and

WHEREAS, Government Code sections 36900, 36901, and 53069.4 outline the City’s authority to issue administrative fines for violations of the MMC; and

WHEREAS, the City has determined the imposition, enforcement, and collection of administrative fines advances the public health, safety, and welfare of the residents of the City; and

WHEREAS, the City’s lack of a uniform, codified procedure to impose, enforce, and collect administrative fines short of initiating court proceedings is detrimental to the City’s financial integrity and, in turn, the maintenance of the public health, safety, and welfare of the City’s residents; and

WHEREAS, Government Code sections 36900 and 53069.4 provide that, where the City opts to impose administrative fines for violations of the MMC, it must establish administrative policies providing for appeals and hardship waivers related to continuing or subsequent violations upon a showing of undue burden by the responsible party in certain scenarios.

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

SECTION 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

SECTION 2. Section 1.20.030 of Chapter 1.20 of Title 1 of the Mendota Municipal Code is hereby amended to read as follows:

Section 1.20.030 – Infractions—Penalties

- (A) **General Infractions.** Every violation determined to be an infraction shall be punishable in a penal amount as ~~set by resolution, duly authorized by the city council, but shall not be less than a fine of~~ **fifty dollars (\$50.00) one hundred dollars (\$100) for a first violation of an ordinance, two hundred dollars (\$200) for a second violation of the same ordinance within the same year, nor more than a fine of** five hundred dollars (\$500.00) **for each additional violation of the same ordinance within the same year as authorized by Government Code section 36900** ~~which resolution is incorporated herein by this reference.~~
- (B) **Building and Safety Code Infractions.** Every violation of the City of Mendota’s Building and Safety Codes determined to be an infraction shall be punishable in a penal amount of **one hundred thirty dollars (\$130) for a first violation of an ordinance, seven hundred dollars (\$700) for a second violation of the same ordinance within the same year, or one thousand three hundred dollars (\$1,300) for each additional violation of the same ordinance within the same year.**
- (1) **With regard to commercial property, specifically, each additional violation beyond the third violation of the same ordinance within two (2) years of the first violation shall be punishable in a penal amount of two thousand five hundred dollars (\$2,500) so long as the commercial property has an existing building at the time of the violation and the violation is due to the Responsible Person’s failure to remove visible refuse or failure to prohibit unauthorized use of the property.**

SECTION 3. Chapter 2.54, Administrative Fines and Appeals Program, shall be added to Chapter 2 of the Mendota Municipal Code.

SECTION 4. Section 2.54.010 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.010 – Statement of Purpose and Intent

The City Council of the City of Mendota hereby finds and determines that enforcement of the Code pursuant to the City’s police powers is a matter of public health, safety, and welfare and serves an important purpose for the City’s residents. This Chapter makes any violation of the provisions of the Code subject to administrative citations, fines, and enforcement as authorized by Government Code section 53069.4.

The adoption of this Administrative Fines and Appeals Program shall serve the following goals:

- (A) **Protect the health, safety, and welfare of the residents of the City.**
- (B) **Ensure compliance with the Code.**
- (C) **Establish uniform procedures for the imposition, enforcement, and collection of administrative citations and fines so as to place the residents of the City and the general public on adequate notice of their rights and obligations under the Code.**
- (D) **Establish uniform procedures for the appeal of administrative citations and fines where not otherwise provided for in the Mendota Municipal Code so as to place the residents of the City and the general public on adequate notice of their rights and obligations under the Code.**

SECTION 5. Section 2.54.020 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.020 – In Addition to Other Remedies

The remedy of administrative citations, fines, and enforcement established in this Chapter shall be in addition to any other administrative or judicial remedy provided by law.

SECTION 6. Section 2.54.030 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.030 – Definitions

The following definitions shall apply as used in this Chapter:

- (A) **“Administrative Citation” means a written citation issued to a member of the public for the violation of any provision of the Mendota Municipal Code.**
- (B) **“Administrative Fine,” “Fine,” “Penalty,” and/or “Administrative Penalty” mean a monetary sanction which is imposed upon a Responsible Person by means of a citation.**
- (C) **“Citation” and/or “Notice of Violation” mean an administrative citation that is issued to a Responsible Person for the violation of any provision of the Code.**
- (D) **“Citee” shall mean a Responsible Person to whom a Citation is issued.**
- (E) **“City” means the City of Mendota.**

- (F) “Code” refers to (1) the Mendota Municipal Code and any and all provisions thereof, (2) any condition of any permit, license, or other entitlement issued pursuant to the Mendota Municipal Code, and/or (3) other State laws as authorized by statute.
- (G) “Officer,” “Enforcement Officer,” “Police Officer,” and/or “Compliance Officer” mean an employee of the City with obligations to enforce the Code. This includes employees of the Police Department of the City, Code Enforcement Division of the City, and such additional employees of other City departments designated by the City Manager.
- (H) “Remediation Period” refers either to the default twenty (20) day period to correct a violation or such specific time for remediation as is granted by the Chief of Police pursuant to this Chapter.
- (I) “Responsible Person” means any person that, after a reasonable investigation, is determined to have allowed, caused, created, maintained, suffered, or permitted a violation of the Code or that, after becoming aware of a violation, failed to take remedial action within their power pursuant to a recognized duty to act.
- (J) “Violation” means an act, use, omission of any act, or condition that constitutes an offense of the Code, as well as a breach or violation of any condition of a permit, approval, entitlement, or license issued pursuant to the Code.

SECTION 6. Section 2.54.040 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.040 – Notice of Violation

- (A) An Officer may issue a Notice of Violation in the form of a written citation for any violation of the Code.
- (B) Pursuant to Government Code section 53069.4, subdivision (a)(2), the Responsible Person cited for a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety is entitled to a reasonable time to correct or otherwise remedy the cited violation before the associated fine accrues.
- (C) If the time for correction referenced in subdivision (B) of this Section elapses without remediation of the cited continuing building, plumbing, electrical, or other similar structural or zoning violation, the fine stated on the Notice of Violation shall automatically accrue without further notice to the Citee.

- (D) The time for compliance and remediation referenced in subdivision (B) of this Section may be extended at the sole discretion of the Chief of Police, or his or her designee, following a written request for extension by the Citee filed with the City's Police Department. When considering whether to grant an extension, the Chief of Police shall consider whether reasonable efforts have been made to bring the cited condition or conduct into compliance with the Code, and shall also consider the totality of the circumstances, such as the economic feasibility and logistical considerations of correcting the cited Code violation.
- (E) Unless otherwise specified in the applicable Code provision, each and every day a violation of the Code is maintained constitutes a separate, citable offense and is citable at the sole discretion of the Officer.

SECTION 7. Section 2.54.050 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.050 – Contents of the Notice of Violation

Each citation or Notice of Violation issued pursuant to this Chapter shall contain the following information:

- (A) The date of service on the Citee.
- (B) The date, time, and address or description of the location where the Code violation was observed.
- (C) The Code section(s) violated and a description of the violation(s).
- (D) An order requiring the Responsible Person(s) to remedy the Code violation(s). In the case of a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety, an additional statement explaining the Responsible Person(s) must remedy the Code violations no later than a date specified on the Notice.
 - (1) The length of this remediation period shall be stated in the Notice, along with the method the Responsible Person(s) may demonstrate compliance and the contact information for the Officer responsible for verifying such compliance.
 - (2) Unless otherwise specified in the Code, the Responsible Person(s) shall have twenty (20) calendar days to remedy the violation or to request an extension of the remediation pursuant to subdivision (D) of Section 2.54.040 and Section 2.54.080 of this Chapter.

- (3) After the remediation period has expired, the fine shall automatically accrue without further notice to the Citee.
- (E) Information concerning the fine and accompanying consequences:
 - (1) The amount of the fine that the Citee is to pay;
 - (2) The date, twenty (20) calendar days from the date of the citation, by which the Citee must pay the fine or face additional enforcement action; and
 - (3) The location where the Citee must pay the fine.
- (F) Notice that the Citee's payment of the fine does not excuse a continued or subsequent Code violation.
- (G) Notice of the Citee's right to appeal the Notice of Violation, the time within which an appeal must be requested, and how to request such an appeal.
- (H) Notice of the Citee's right to request an extension of time to remedy a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety.
- (I) The name and signature of the Officer issuing the Notice of Violation or citation.

SECTION 8. Section 2.54.060 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.060 – Service of the Notice of Violation

- (A) Personal Service. When any Notice of Violation or citation is issued:
 - (1) The Officer shall conduct a reasonable investigation and attempt to locate the Responsible Person(s) and obtain the Citee's signature on the Notice of Violation or citation, which shall be retained as specified in the City's document retention policy.
 - (2) A Citee's refusal or failure to accept or sign the Notice of Violation shall not affect the validity of the Notice of Violation or citation.
- (B) Service by Posting. If the Officer is unable to identify or locate the Responsible Person(s) after a reasonable investigation into a Code violation:

- (1) The Officer shall post the Notice of Violation or citation in a conspicuous place on the property where the violation(s) exist or occurred, and such posting will constitute effective service.
- (2) Any such posting shall be photographed on the date and at the time of posting, with the photograph retained by the Officer. A proof of service shall be made by declaration of the Officer effecting service by posting.
- (3) In addition to posting the Notice of Violation or citation, the Officer effecting service shall mail a duplicate of the Notice of Violation or citation to the Responsible Person(s), as identified by the Officer, at their residence or place of business by placing the same in the United States mail, certified for return receipt and enclosing a prepaid First Class envelope for payment of the fine imposed by the Notice of Violation or citation.
 - (a) Proof of service of the Notice of Violation in this manner shall be made by declaration of the Officer effecting service.
 - (b) Failure to receive a Notice of Violation or citation served pursuant to subdivision (B) of this Section shall not invalidate the Notice of Violation or citation, or any proceeding related to the Code violation(s).

SECTION 9. Section 2.54.070 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.070 – Amount of Administrative Fines

Unless otherwise specified in the Code, fines for any Code violation shall accrue as follows:

- (A) In the case of a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues:
 - (1) If the Officer determines the Code violation is an immediate danger to public health or safety, an administrative fine shall accrue immediately upon the issuance of a Notice of Violation or citation in the amounts contemplated in subdivision (B) of Section 1.20.030 of the Mendota Municipal Code.
 - (2) If the Officer determines the Code violation is not an immediate danger to public health or safety, an administrative fine shall accrue in the amounts contemplated in subdivision (B) of Section 1.20.030 of the Mendota Municipal Code upon the expiration of the remedial period

provided for the Responsible Person(s) to bring the Code violation into compliance as contemplated in subdivision (D)(2) of Section 2.54.050 of this Chapter, including any extensions granted by the City Manager as contemplated in subdivision (D) of Section 2.54.040 of this Chapter.

- (B) In the case of all other violations of the Code not contemplated in subdivision (A) of this Section, an administrative fine shall immediately accrue in the amounts contemplated in Section 1.20.030 of the Mendota Municipal Code, as applicable.
- (C) Escalated administrative fines issued for a second, third, and further violations of the same Code section(s) in within the same year are subject to reduction pursuant to the procedures set forth in Section 2.54.090 of this Chapter.

SECTION 10. Section 2.54.080 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.080 – Requests for Extension of the Remediation Period

- (A) The Chief of Police, or his or her designee, shall have the authority to specify a longer remediation period than that which is provided in subdivision (D) of Section 2.54.050 of this Chapter following the issuance of a Notice of Violation or citation.
- (B) The Chief of Police, or his or her designee, shall consider any evidence presented by the Responsible Person(s) and the totality of the circumstances when making the determination of whether to grant a request for an extension, and shall issue a decision in writing to the applicant explaining the evidence considered and the grounds upon which the decision was made.
- (C) Responsible Person(s) may request an extension of the remediation period as follows:
 - (1) A request for an extension must be made in writing to the City's Police Department. The Officer who receives the request shall then refer the request to the Chief of Police for a determination pursuant to this Section and subdivision (D) of Section 2.54.040 of this Chapter.
 - (2) The time for remediation shall be tolled during the pendency of the Chief of Police's, or his or her designee's, consideration of an extension request, beginning at the time that the request is received by the City's Police Department.

- (3) The request for extension shall enclose a duplicate of the Notice of Violation and specify all of the circumstances which warrant granting said extension.
- (4) A Responsible Person's failure to adhere to the requirements of this subdivision shall render subdivision (C)(2) of this Section ineffective.

SECTION 11. Section 2.54.090 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.090 – Hardship Reductions of Administrative Fines

Pursuant to Government Code section 36900, subdivision (d), and as referenced in subdivision (C) of Section 2.54.070 of this Chapter, escalated fines for second, third, and additional Code violations within the same year imposed on a Responsible Person pursuant to this Chapter are subject to hardship waiver or reduction as follows:

- (A) The City Manager, or his or her designee, shall have the authority to waive or reduce fines imposed pursuant to this Section and subdivision (C) of Section 2.54.070 of this Chapter.
- (B) Such waivers or reductions shall be issued on a showing of the Responsible Person's good faith effort to remedy the Code violation(s) after the issuance of the first Notice of Violation and that requiring of payment of the entire amount of the subsequent fine(s) would impose an undue financial hardship on them.
- (C) In making a hardship reduction or waiver determination, the City Manager, or his or her designee, shall consider any evidence presented by the Responsible Person(s) and the totality of the circumstances, and shall issue a decision in writing to the Responsible Person(s) explaining the evidence considered and the grounds upon which the City Manager's decision was made.
- (D) Responsible Person(s) may request hardship waivers or reductions as follows:
 - (1) A request for hardship reduction or waiver must be made in writing to the City Clerk to be forwarded to the City Manager for consideration. Upon receipt of a request under this Section, the City Clerk shall refer the request to the City Manager for a determination pursuant to this Section.
 - (2) The time for payment shall be tolled during the pendency of the City Manager's, or his or her designee's, consideration of a hardship

waiver or reduction request, beginning at the time that the request is received by the City Clerk.

- (3) The request shall enclose a duplicate of the notice of violation and specify all of the circumstances which warrant granting the requested waivers or reductions.
- (4) A Responsible Person's failure to adhere to the requirements of this subdivision shall render subdivision (D)(2) of this Section ineffective.

SECTION 12. Section 2.54.100 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.100 – Request for Review and Appeal of Administrative Citations

(A) Grounds for Review. A Citee may contest a Notice of Violation or citation on the following grounds:

- (1) There was no violation of the Code; or
- (2) The Citee is not the appropriate Responsible Person for the Code violation(s) cited; or
- (3) The Code violation(s) was corrected within the applicable remediation period.

(B) Form and Contents of Request for Review. A Citee may contest a Notice of Violation or citation by:

- (1) Completing a written Municipal Code Violation Appeal Request Form and filing it with the City Clerk within twenty (20) calendar days of the issuance of the administrative citation; and
- (2) The Municipal Code Violation Appeal Request Form must clearly state the following information:
 - (a) The grounds upon which the Notice of Violation or citation is being contested; and
 - (b) Whether a hearing is being requested; and
 - (c) The Citee's name, contact information, and address to which City notices shall be sent in connection with the request.
- (3) Depositing the amount of the administrative fine levied in the Notice of Violation or citation with the City Clerk, or providing the City Clerk a separate, written request for waiver of the deposit with the information contained in Section 2.54.110 of this Chapter.

SECTION 13. Section 2.54.110 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.110 – Request for Waiver of Deposit Requirement

- (A) A request for waiver of the deposit requirement contained in subdivision (B)(3) of Section 2.54.100 of this Chapter shall be considered by the City Manager, or his or her designee(s), who shall have the authority to grant or deny the request.
- (B) A request for waiver of the deposit requirement contained in subdivision (B)(3) of Section 2.54.100 of this Chapter must be in writing and shall contain the following information, or it shall be denied:
 - (1) A statement, attaching copies of any supporting documentation, demonstrating the financial inability of the requestor to remit the full amount of the deposit required; and
 - (2) The requestor’s name, contact information, and address to which City notices shall be sent in connection with the request.
- (C) The period for making the deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter shall be stayed until the City Manager, or his or her designee(s), makes a determination regarding the request and issues a written decision to the requestor.
- (D) In evaluating a request made under this Section, the City Manager, or his or her designee(s), shall consider any evidence presented by the requestor and the totality of the circumstances when making a determination regarding the request, and shall issue a written decision to the requestor outlining the evidence considered and the grounds upon which the decision was made.
- (E) The City Manager’s, or his or her designee’s, written decision shall be served on the requestor via First Class mail to the address supplied by the requestor in the request for waiver.
- (F) If the City Manager, or his or her designee(s), deny the request for waiver, the Citee shall remit the full amount of the deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter to the City Clerk within ten (10) calendar days.

SECTION 14. Section 2.54.120 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.120 – Review and Appeal Hearing

No review and appeal hearing shall be held unless one is requested by the Citee pursuant to and in full compliance with Section 2.54.100 of this Chapter. Upon receipt of a request for review and appeal hearing in full compliance with Section 2.54.100 of this Chapter, the following shall occur:

- (A) **The Review and Appeal Hearing shall be set for a date and time within forty-five (45) calendar days of the request.**
- (B) **The City Manager shall designate a hearing officer for the requested review and appeal hearing, or may opt to serve as the hearing officer and conduct the review and appeal hearing.**
- (C) **Upon the City Manager's designation of the hearing officer, the City shall send a Notice of Appeal Hearing to the requestor via First Class mail to the address the requestor provided on the Municipal Code Violation Appeal Request Form. This Notice of Appeal Hearing shall not be issued to the Requestor less than ten (10) calendar days before the date of the review and appeal hearing.**
- (D) **At the review and appeal hearing, the hearing officer shall hear evidence relevant to the grounds upon which the appeal was made. Hearsay and written reports may be considered at the hearing notwithstanding the availability of the declarant. The California Rules of Evidence may be used as guidance in connection with the hearing, but need not be strictly adhered to for evidence to be considered.**
- (E) **Whenever reasonably possible, written evidence, the name(s) of testifying witness(es), and a brief summary of the content of the testimony to be presented against the requestor shall be served on the requestor via First Class mail not less than five (5) business days prior to the appeal hearing. Failure to provide such evidence to the requestor in advance of the hearing shall not operate to prevent the City's use or introduction of such evidence during the appeal hearing.**
- (F) **At the review and appeal hearing, the requestor may testify, provide written evidence, and present witnesses in support of the requestor's appeal. The City may elect to present its own evidence and witnesses to refute the evidence submitted by the requestor. The City Manager may designate a representative to present such evidence on the City's behalf. Both the requestor and the City have the right to be represented by legal counsel at the appeal hearing.**
- (G) **At the review and appeal hearing, the hearing officer shall, in his or her discretion, limit the time of the appeal hearing to that which he or she deems necessary to hear all relevant evidence, taking into account all relevant circumstances, including duplicative evidence or testimony, and the amount and gravity of the potential penalty given the financial ability of the**

requestor. The requestor shall not, in any case, be given less time to present his or her case than is afforded the City.

- (H) In his or her discretion, the hearing officer may continue the hearing or request additional information from either the requestor or the City's representative(s) prior to making a decision granting or denying the appeal.
- (I) The requestor's failure to attend the appeal hearing shall result in the denial of the appeal and work a forfeiture of the applicable deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter, or, where there has been a waiver of the deposit requirement pursuant to Section 2.54.110 of this Chapter, a denial of the appeal with the amount of the administrative fine due ten (10) calendar days from the date of the appeal hearing.
- (J) Not more than thirty (30) calendar days from the date of the appeal hearing, the hearing officer shall issue a written decision to the requestor explaining the evidence considered and the grounds upon which the hearing officer's decision was made. The decision shall be served on the Requestor via First Class mail to the address supplied on the Municipal Code Violation Appeal Request Form.
- (K) If the appeal is denied, and the deposit required by subdivision (B)(3) of Section 2.54.100 of this Chapter was made, the deposit shall be retained by the City in satisfaction of the administrative fine and the matter shall be closed. If a waiver of the deposit was granted pursuant to Section 2.54.110 of this Chapter, the administrative fine shall be due ten (10) calendar days from the date the hearing officer's decision denying the appeal was mailed to the requestor.
- (L) The hearing officer's decision is final, and is not subject to appeal to the City Council. The Citee may appeal the hearing officer's decision by filing an appeal with the Superior Court of the County of Fresno within twenty (20) days of service of the hearing officer's written decision. (Code of Civil Procedure, § 1094.6; Government Code, § 53069.4.)

SECTION 15. Section 2.54.130 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.130 – Satisfaction of Administrative Citations

Upon service of the Notice of Violation, the Responsible Person(s) shall do the following:

- (A) Remedy the Code violation(s) by or before the remediation period has expired, if applicable.

- (1) In the case of a continuing violation of the Code that pertains to building, plumbing, electrical, or other similar structural or zoning issues that do not constitute an immediate danger to health or safety, correction of the violation prior to the expiration of the remediation period and verification of such correction by the Officer specified on the Notice of Violation shall discharge the Responsible Person(s) of the duty to pay the fine specified on the Notice of Violation. However, such remediation shall not discharge the duty to pay previous fines which have accrued for a continuing or repeated violation.
 - (2) For the purpose of this subdivision, the time of remediation shall mean the time at which the Chief of Police, or his or her designee(s), received notice of the remediation, not the time at which compliance is actually verified by the Officer.
 - (3) The time for remediation shall be tolled upon notification to the Chief of Police, or his or her designee(s), that remediation occurred, but shall resume if the Chief of Police, or his or her designee(s), determines that the remediation was not satisfactorily completed.
 - (a) An appeal of the decision of the Chief of Police, or his or her designee(s), regarding remediation or a request for an extension of the remediation period pursuant to Section 2.54.080 of this Chapter may be made to the City Clerk for the City Manager's, or his or her designee's, consideration in the same manner and subject to the same limitations as set forth in Sections 2.54.100 through 2.54.120 of this Chapter.
- (B) Pay the fine no later than twenty (20) days after the fine accrues as specified in the Notice of Violation or citation; after the expiration of the remediation period; or as specified in the grant of a request for an extension. Fines shall be payable to the City of Mendota, and delivered to the City Clerk, as specified in the Notice of Violation or citation. Payment shall not excuse the Citee's duty to correct the violation, nor shall it bar further enforcement actions by the City.
- (C) Fines not paid by the required date shall constitute a debt owed to the City, shall be subject to late fees in the amount of a legal judgment on the original fine amount, and may be collected in any manner allowed by law.

SECTION 16. Section 2.54.140 is hereby added to Chapter 2.54 of Title 2 of the Mendota Municipal Code, and shall read as follows:

Section 2.54.140 – Collection of Administrative Citations

Upon the failure of the Responsible Person(s) to pay administrative fines as required by this Chapter, or elsewhere in the Code, the City Manager, or his or her designee(s), is authorized to institute collection proceedings in any manner allowed by law, including, but not limited to, the following:

- (A) Administrative fines shall be a debt owed to the City and are subject to all remedies for debt collection allowed by law.
- (B) The City may place a lien or special assessment on property that is the subject of unpaid administrative fines, if that property is then owned by the Responsible Person(s). Other person(s) with legal or equitable interests in the property may appeal the decision to impose a special assessment or lien using the procedures prescribed for such appeals in this Code. The failure to appeal the decision within the time allowed shall constitute a waiver.
- (C) A fine becomes final when it accrues upon the expiration of the remedial period and the time for appeal has passed, or when a final decision on an appeal has been reached. If an unpaid administrative fine is final, the City may take any of the following actions to recover the delinquent amounts owed:
 - (1) Place a lien or special assessment on property in the amount of the monies owed to the City as a result of the violation(s). The City may take any of the following actions to ensure recovery of the amount of such liens or special assessments:
 - (a) Requesting the County Recorder to record a notice of any lien against the subject property.
 - (b) Requesting the County Tax Collector to collect any special assessment on behalf of the City in the same manner and at the same time as the collection of property taxes.
 - (2) Refuse to issue, extend, or renew any City permit, license, entitlement, or other City approval in accordance with the procedures set forth in any relevant sections of the Code.
 - (3) Suspend or revoke any City permit, license, entitlement, or other City approval in accordance with the procedures set forth in any relevant sections of the Code.
 - (4) Refer the debt to a collection agency.
 - (5) Institute civil or criminal proceedings against the Responsible Person(s) as authorized by any applicable law.

SECTION 17. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

SECTION 18. The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code section 21000, *et seq.*, the California Environmental Quality Act (“CEQA”), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378(a), 15064(d)(3).) Accordingly, the City Clerk is hereby directed to file a Notice of Exemption.

SECTION 19. This ordinance shall take effect thirty (30) days after its passage.

SECTION 20. 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.

* * * * *

The foregoing ordinance was introduced on the 11th day of May, 2021, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
CHAPTER 10.12 OF TITLE 10 OF THE
MENDOTA MUNICIPAL CODE TO PERMIT
IMPOUNDMENT OF VEHICLES IN VIOLATION
OF PARKING RESTRICTIONS**

ORDINANCE NO. 21-13

WHEREAS, the City of Mendota (“City”) is empowered to protect the health and safety of its citizens; and

WHEREAS, the California Vehicle Code empowers the City to prohibit or restrict the parking or standing of vehicles on certain streets or highways during specific hours of the day and for other purposes related to the health and safety of the community (See, e.g., Veh. Code, §§ 22507, 22507.5, 22507.6.); and

WHEREAS, the City has determined the stopping, standing, and/or parking of a vehicle in violation of the Mendota Municipal Code within the City constitutes a hazard to the health and safety of its citizens because, among other things, vehicle owners’ failure to regularly move their vehicles throughout the community prevents the safe flow of traffic and contributes to theft and/or vandalism of the unmoved vehicles; and

WHEREAS, for the purpose of providing a system of traffic regulations that are consistent with state law and generally conform to similar regulations throughout the State of California, the City desires to amend Chapter 10.12 of Title 10 as contained herein; and

WHEREAS, the City Council provided City staff with direction and recommended changes to the affected Ordinances as contained herein; and

WHEREAS, the City has determined the Mendota Municipal Code requires revisions to align with these policy goals in order to address widespread parking enforcement issues that have been longstanding a concern and cause of issues related to safety and cleanliness throughout the community.

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

Section 1. The Recitals set forth above are incorporated herein and by this reference made an operative part hereof.

Section 2. Section 10.12.200 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.200 - ~~{Storage of vehicles on street or alley.}~~

No person who owns or has possession, custody or control of any vehicle shall park such vehicle upon any street or alley a consecutive period of more than seventy-two (72) hours.

Section 3. Section 10.12.210 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.210 - ~~{Storage of vehicles on private property.}~~

It shall be unlawful to park or store a vehicle on any portion of private property visible from a public street unless said vehicle is operative and is parked on a driveway.

For the purposes of this section, the following words and phrases shall have the meanings respectively ascribed to them herein:

- A. "Vehicle, operative." A vehicle is operative only when it displays a current vehicle registration and is in condition to be legally operated upon a public street or highway within the in State of California.
- B. "Public street" shall mean a way or place of whatever nature, publicly maintained and open to the use of the public for the purposes of vehicular traffic.
- C. "Private property" shall mean all real property in the City of Mendota which is not publically owned.
- D. "Visible from the street" shall mean all private property that can be seen while standing in a public street and which is not behind a five to six foot solid fence.
- E. "Driveway" shall mean a concrete or asphalt slab, gravel, decomposed granite or dirt area that is connected to the public right of way. Driveway shall not include lawn, planting areas or other areas covered with vegetation.

Section 4. Section 10.12.220 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.220—Street sweeping **parking restrictions**

No person shall park or leave standing any vehicle upon that portion of a public street, alley, or public place during the posted days and hours for street sweeping scheduled to occur thereon.

Section 5. Section 10.12.170 of Chapter 10.12 of Title 10 of the Mendota Municipal Code is hereby amended to read as follows:

10.12.170 – Impoundment for violations.

The chief of police is authorized to tow away any vehicle or cause the removal of any other obstruction that is stopped, standing, or parked in violation of the terms of this Chapter, **Section 22500 of the California Vehicle Code, or as otherwise authorized in Sections 22651 and 22652 of the California Vehicle Code,** and impound the same in a garage or other storage place at the owner's expense. ~~The procedure to be followed in such case shall be the same as that set forth in Sections 10.12.130, 10.12.140 and 10.12.150.~~ **The procedure for removal and impoundment of vehicles shall be as provided in this Chapter and the applicable provisions of Sections 22850 to 22855 of the California Vehicle Code.**

Section 6. Section 10.12.230 is hereby added to Chapter 10.12 of Title 10 of the Mendota Municipal Code, and reads as follows:

10.12.230 – Impoundment for violations – Notice to owner

Whenever an officer removes a vehicle from a portion of a public street, alley, or public place pursuant to the authority granted by Section 10.12.170 of this Chapter, the officer must comply with the procedures for removal and impounding of vehicles as provided for in the Mendota Municipal Code and the applicable provisions of Sections 22850 to 22855 of the California Vehicle Code.

A. **Whenever a vehicle is removed pursuant to Section 10.12.170 of this Chapter and the officer knows or is able to ascertain from the registration records in the vehicle or from the registration records of the Department of Motor Vehicles, the name and address of the owner thereof, such officer shall give or cause to be given notice in writing to such registered and legal owners in writing via mailing or personal delivery within forty-eight (48) hours of the removal, excluding weekends and holidays. Such notice shall contain the following information:**

1. **The name, address, and telephone number of the agency providing the notice.**
2. **The location of the place of storage and a description of the vehicle, which shall include, if available, the name or make, the manufacturer, the license plate number, and the mileage.**
3. **The authority and purpose for the removal of the vehicle.**
4. **A statement that the owner has a right to a post-storage hearing and that, in order to receive a post-storage hearing, the registered and/or legal owners, or their agents, shall request the hearing in person,**

writing, or by telephone within ten (10) days of the date appearing on the notice.

- B. Whenever a vehicle is removed pursuant to Section 10.12.170 of this Chapter and the officer does not know or is not able to ascertain from the registration records in the vehicle or from the registration records of the Department of Motor Vehicles, the name and address of the owner thereof, such officer shall give or cause to be given notice in writing to the Department of Justice, Stolen Vehicle System, as outlined in California Vehicle Code section 22853.
- C. In the event any such vehicle is removed and stored in a public garage, a copy of any notice issued pursuant to this Section shall also be given to the proprietor of such garage where the vehicle is stored.

Section 7. Section 10.12.240 is hereby added to Chapter 10.12 of Title 10 of the Mendota Municipal Code, and reads as follows:

10.12.240 – Impoundment for violations – Garage keeper’s lien

Whenever any vehicle has been removed to a garage under the provisions of Section 10.12.170 of this Chapter, the keeper of such garage shall have a lien dependent upon possession for his compensation for towage and for caring for and keeping safe such vehicle for a period not exceeding sixty (60) days or, if an application for an authorization to conduct a lien sale has been filed pursuant to Section 3068.1 of the California Civil Code within thirty (30) days after the removal of the vehicle to the garage, 120 days. If such vehicle is not recovered by the owner within the time periods provided herein or if the owner is unknown, the keeper of such garage may satisfy their lien in the manner provided by the California Vehicle Code and the California Civil Code.

Section 8. Section 10.12.260 is hereby added to Chapter 10.12 of Title 10 of the Mendota Municipal Code, and reads as follows:

10.12.260 – Impoundment for violations – Post-storage hearing

- A. Whenever any vehicle has been removed to a garage under the provisions of Section 10.12.170 of this Chapter, the City shall conduct a post-storage hearing within forty-eight (48) hours of a vehicle’s registered and/or legal owners’, or their agents’, timely request for a hearing, excluding weekends and holidays, based on the Notice issued under Section 10.12.230, above.
- B. Said post-storage hearings shall be conducted in accordance with the Mendota Municipal Code and the applicable provisions of Sections 22850 to 22855 of the California Vehicle Code.

- C. The chief of police, or his or her designee(s), shall conduct the post-storage hearings as the hearing officer so long as they are not the officer or City employee who directed the storage of the vehicle.
- D. Failure of either the registered or legal owner, or their agent, to request or to attend a scheduled hearing under this Section shall satisfy the post-storage hearing requirement under the California Vehicle Code.
- E. The City shall be responsible solely for the costs incurred to tow and store the vehicle if it is determined during the post-storage hearing that reasonable grounds for the storage were not established.
- F. This Section shall not apply to the removal of vehicles under any of the following:
 - 1. Vehicles abated under Chapter 10.16 Abandoned Vehicles of the Mendota Municipal Code.
 - 2. Vehicles removed from private property pursuant to Section 10.12.130 of the Mendota Municipal Code.
 - 3. Vehicles impounded for investigation pursuant to Section 22655 of the California Vehicle Code.

Section 9. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

Section 10. The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code, § 21000 et seq., the California Environmental Quality Act (“CEQA”), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., § 15378(a).) Further, the uses permitted as a result of the amendment contained herein may never actually occur and therefore any potential environmental impacts remain wholly speculative. (14 Cal. Code Regs., §15064(d)(3).) Finally, any uses permitted as a result of the amendment contained herein will be subject to environmental review under CEQA prior to the issuance of a conditional use permit.

Section 11. This ordinance shall take effect thirty (30) days after its passage.

Section 12. 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.

* * * * *

The foregoing ordinance was introduced on the 11th day of April, 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 25th day of May, 2021 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**Animal Control
Monthly Log**

Location	Date	Type	BREED/ DESCRIPTION	Sex	Owner	Impounded Y/N	DOG DISPO & DATE	Case Dispo	Offense	Fine
318 K ST	4/2/2021	ANIMAL COMPLAINT	ROOSTER IN NEIGHBORS BACKYARD	N/A	N/A	N/A	GOT RID OF ROOSTER	WARNING	1ST	\$0.00
84 SEGOVIA	4/2/2021	ANIMAL COMPLAINT	1 GERMAN SHEP	MALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
249 I ST	4/6/2021	ANIMAL COMPLAINT	1 SMALL BLACK DOG	MALE	ELMER JAVIER MELENDEZ	NO	RETURNED TO OWNER	CITED	2ND	\$100.00
266 TUFT	4/7/2021	ANIMAL COMPLAINT	2 SMALL AGGRESSIVE DOGS	MALE/ MALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
MENDOTA PD	4/7/2021	ANIMAL COMPLAINT	PICKING UP DOG AFTER QUARANTINE/ DOG BITE	MALE	LUCIA AISPURO	YES	RETURNED TO OWNER	CITED	1ST	\$150.00
605 BASS	4/9/2021	ANIMAL COMPLAINT	1 LARGE DOG & 1 CHIHUAHUA	MALE/MALE	N/A	YES (2)	FHAS RESCUE	COMPLETE	N/A	\$0.00
635 GAXIOLA	4/9/2021	ANIMAL COMPLAINT	1 LARGE BROWN PITBULL NEIGHBORS KILLED CAT	MALE	RICARDO ZERMINO	NO	WITH OWNERS	CITED	1ST	\$150.00
627 LOZANO	4/12/2021	ANIMAL COMPLAINT	TRYING TO GET HER CATS FROM NEIGHBORS BACKYARD	N/A	DOLORES FRANCISCO	N/A	CATS WERE NOT THERE	NECESSARY ACTION TAKEN	N/A	\$0.00
1648 10TH ST	4/14/2021	ANIMAL COMPLAINT	1 BIG GERMAN SHEP	FEMALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
490 SORENSON	4/14/2021	ANIMAL COMPLAINT	2 SMALL TERRIER DOGS	MALE/ FEMALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
7TH/ STAMOULES	4/14/2021	ANIMAL COMPLAINT	1 LARGE LAB	MALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
MENDOTA ELEMENTARY	4/15/2021	ANIMAL COMPLAINT	1 BLACK DOG & 1 BROWN DOG	FEMALE	N/A	YES (1)	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA PD	4/15/2021	ANIMAL COMPLAINT	1 INJURED CAT WITH OPEN WOUNDS	MALE	N/A	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
630 KATE	4/20/2021	ANIMAL COMPLAINT	QUESTIONS ON DOG BITE THAT OCCD 4/11/21	N/A	N/A	N/A	N/A	COMPLETE	N/A	\$0.00
49 VERA	4/20/2021	ANIMAL COMPLAINT	QUESTION ON MISSING DOG	N/A	N/A	N/A	N/A	COMPLETE	N/A	\$0.00
785 MARIE	4/22/2021	ANIMAL COMPLAINT	BEEES OUT OF ABANDONED HOUSE	N/A	N/A	N/A	N/A	NECESSARY ACTION TAKEN	N/A	\$0.00
1248 6TH ST	4/26/2021	ANIMAL COMPLAINT	COMPLAIN ABOUT NEGHBORS DOGS AT LARGE	N/A	N/A	NO	WITH OWNERS	NECESSARY ACTION TAKEN	N/A	\$0.00
211 MALDONADO	4/27/2021	ANIMAL COMPLAINT	QUESTION ON MISSING DOG	N/A	N/A	N/A	N/A	COMPLETE	N/A	\$0.00
MENDOTA JR HIGH	4/28/2021	ANIMAL COMPLAINT	1 LARGE HUSKY ON CAMPUS	FEMALE	N/A	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
MENDOTA ELEMENTARY	4/29/2021	ANIMAL COMPLAINT	1 LARGE PITBULL	N/A	N/A	NO	GONE ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
614 J ST	4/30/2021	ANIMAL COMPLAINT	1 LIGHT BROWN PITBULL	FEMALE	N/A	YES	AT DOG POUND	COMPLETE	N/A	\$0.00
1675 J ST	4/30/2021	ANIMAL COMPLAINT	COMPLAIN ABOUT NEGHBORS DOGS AT LARGE	N/A	N/A	NO	UNABLE TO LOCATE	COMPLETE	N/A	\$0.00
						TOTAL IMPOUNDED: 12			TOTAL:	\$400.00
						RETURNED TO OWNER: 2				
						VET RESCUE: 9				
						SLEEP: 0				
						AT DOG POUND: 1				

**Code Enforcement
Monthly Log**

April 2021

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT
FRESNO	MISC. INVESTIGATION	4/1/2021	N/A	COMPLETE	\$0.00
NAPLES / 8TH ST	VEHICLE CHECK	4/1/2021	N/A	CHECKS OKAY	\$0.00
OLLER / 6TH ST	VEHICLE CHECK	4/1/2021	N/A	CHECKS OKAY	\$0.00
413 MENDOZA ST	MUNI CODE VIOLATION	4/1/2021	4/6/2021	WARNING	\$0.00
231 2ND ST	COMMUNITY CONTACT	4/1/2021	N/A	COMPLETE	\$0.00
549 LOLITA ST	VEHICLE CHECK	4/1/2021	N/A	CHECKS OKAY	\$0.00
DIVISADERO / I ST	VEHICLE CHECK	4/1/2021	N/A	CHECKS OKAY	\$0.00
7TH / KATE ST	VEHICLE CHECK	4/1/2021	N/A	CHECKS OKAY	\$0.00
FRESNO	DETAIL-SPECIAL DETAIL	4/1/2021	N/A	COMPLETE	\$0.00
COOKS COMMUNICATIONS	DETAIL-SPECIAL DETAIL	4/2/2021	N/A	COMPLETE	\$0.00
321 RIOS ST	MISC. INVESTIGATION	4/2/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
BASS / BARBOZA ST	PUBLIC HAZARD	4/2/2021	N/A	COMPLETE	\$0.00
603 PEACH AVE	VEHICLE CHECK	4/2/2021	N/A	CHECKS OKAY	\$0.00
OLLER / 2ND ST	VEHICLE CHECK	4/3/2021	N/A	CITATION ISSUED	\$100.00
103 RAMIREZ ST	VEHICLE CHECK	4/3/2021	N/A	CITATION ISSUED	\$50.00
295 NAPLES ST	VEHICLE CHECK	4/3/2021	4/6/2021	72 HOUR TAG	\$0.00
NAPLES / 9TH ST	COMMUNITY CONTACT	4/3/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
210 LUA AVE	COMMUNITY CONTACT	4/3/2021	N/A	COMPLETE	\$0.00
ALLEY WY BTW MCCABE / FLEMMING	VEHICLE CHECK	4/4/2021	N/A	CHECKS OKAY	\$0.00
9TH / NAPLES ST	COMMUNITY CONTACT	4/4/2021	N/A	COMPLETE	\$0.00
295 NAPLES ST	VEHICLE CHECK	4/4/2021	N/A	CITATION ISSUED	\$50.00
151 CERVANTES ST	VEHICLE CHECK	4/4/2021	N/A	CITATION ISSUED	\$50.00
N. JUANITA / DIVISADERO ST	VEHICLE CHECK	4/4/2021	N/A	CITE / TOWED	\$50.00
654 LOZANO ST	PATROL CHECKS	4/4/2021	N/A	COMPLETE	\$0.00
997 OLLER ST	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
296 OLLER ST	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
260 OLLER ST	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
197 DERRICK AVE	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
680 DERRICK AVE	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
750 DERRICK AVE	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	4/5/2021	N/A	COMPLETE	\$0.00
612 GARCIA ST	MUNI CODE VIOLATION (TRASH)	4/5/2021	N/A	WARNING	\$0.00
TUFT / SORENSON AVE	VEHICLE CHECK	4/5/2021	N/A	CHECKS OKAY	\$0.00
1916 6TH ST	VEHICLE CHECK	4/5/2021	N/A	CHECKS OKAY	\$0.00
791 STAMOULES ST	MUNI CODE VIOLATION (APPLIANCE)	4/5/2021	4/10/2021	WARNING	\$0.00
449 QUINCE ST	VEHICLE CHECK	4/6/2021	N/A	CHECKS OKAY	\$0.00
413 RIO FRIO ST	VEHICLE CHECK	4/6/2021	N/A	COMPLETE / TOWED	\$0.00
620 PEACH AVE	MUNI CODE VIOLATION (APPLIANCE)	4/6/2021	N/A	WARNING	\$0.00
8TH / TULE ST	VEHICLE CHECK	4/6/2021	N/A	CHECKS OKAY	\$0.00
LOZANO / HERNANDEZ ST	MUNI CODE VIOLATION (APPLIANCE)	4/7/2021	N/A	CITATION ISSUED	\$150.00
527 I ST	MUNI CODE VIOLATION (JUNK/TRASH)	4/7/2021	4/21/2021	WARNING	\$0.00
528 I ST	MUNI CODE VIOLATION (WOODEN STRUCTURE)	4/7/2021	4/21/2021	WARNING	\$0.00
545 BOU CIR	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	4/7/2021	4/21/2021	WARNING	\$0.00
534 BOU CIR	MUNI CODE VIOLATION (WATER HEATER)	4/7/2021	4/21/2021	WARNING	\$0.00
775 I ST	MUNI CODE VIOLATION (TRASH ON DRIVEWAY)	4/7/2021	4/21/2021	WARNING	\$0.00
665 I ST	MUNI CODE VIOLATION (ABANDONED VEH)	4/7/2021	4/21/2021	WARNING	\$0.00
626 I ST	MUNI CODE VIOLATION (ABANDONED VEH)	4/7/2021	4/21/2021	WARNING	\$0.00

**Code Enforcement
Monthly Log**

April 2021

625 I ST	MUNI CODE VIOLATION (TIRES)	4/7/2021	4/21/2021	WARNING	\$0.00
318 K ST	COMMUNITY CONTACT	4/7/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
216 6TH ST	VEHICLE CHECK	4/7/2021	N/A	72 HOUR TAG	\$0.00
605 LOZANO ST	VEHICLE CHECK	4/7/2021	N/A	CHECKS OKAY	\$0.00
600 BLOCK LOZANO ST	VEHICLE CHECK	4/7/2021	4/10/2021	72 HOUR TAG	\$0.00
649 LOZANO ST	MUNI CODE VIOLATION (ABANDONED VEH)	4/7/2021	4/10/2021	72 HOUR TAG	\$0.00
648 LOZANO ST	MUNI CODE VIOLATION	4/7/2021	N/A	WARNING	\$0.00
649 LOZANO ST	INFORMATION	4/7/2021	N/A	COMPLETE	\$0.00
721 4TH ST	VEHICLE CHECK	4/7/2021	N/A	COMPLETE	\$0.00
534 BOU CIR	MUNI CODE VIOLATION	4/7/2021	N/A	COMPLETE	\$0.00
906 2ND ST	PARKING CITE	4/7/2021	N/A	CITATION ISSUED	\$50.00
942 2ND ST	VEHICLE CHECK	4/7/2021	N/A	72 HOUR TAG	\$0.00
4TH / I ST	VEHICLE CHECK	4/7/2021	N/A	CITATION ISSUED	\$50.00
L / I ST	MUNI CODE VIOLATION (ABANDONED VEH)	4/7/2021	4/21/2021	WARNING	\$0.00
554 J ST	CITIZEN ASSIST	4/7/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
J / I ST	MUNI CODE VIOLATION (UTILITY TRAILER)	4/7/2021	4/21/2021	WARNING	\$0.00
203 J ST	CITIZEN ASSIST	4/7/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
295 NAPLES ST	VEHICLE CHECK	4/8/2021	N/A	CITE / TOWED	\$50.00
GAXIOLA / BARBOZA ST	VEHICLE CHECK	4/8/2021	N/A	CITE / TOWED	\$50.00
683 LOZANO ST	MUNI CODE VIOLATION (TIRES)	4/8/2021	4/13/2021	WARNING	\$0.00
645 DE LA CRUZ ST	MUNI CODE VIOLATION	4/8/2021	N/A	CHECKS OKAY	\$0.00
307 RIOS ST	VEHICLE CHECK	4/8/2021	4/11/2021	72 HOUR TAG	\$0.00
319 RIOS ST	MUNI CODE VIOLATION (TRASH ON DRIVEWAY)	4/8/2021	N/A	WARNING	\$0.00
32 DIAZ ST	MUNI CODE VIOLATION (ABANDONED VEH X2)	4/8/2021	4/13/2021	WARNING	\$0.00
692 SORENSON ST	MUNI CODE VIOLATION	4/8/2021	N/A	CITATION ISSUED	\$150.00
ALLEY WY BEHIND 918 OLLER ST	VEHICLE CHECK	4/8/2021	N/A	CHECKS OKAY	\$0.00
NAPLES / DERRICK AVE	VEHICLE CHECK	4/8/2021	N/A	CHECKS OKAY	\$0.00
519 LOLITA ST	VEHICLE CHECK	4/8/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
191 STRAW AVE	VEHICLE CHECK	4/8/2021	N/A	TOWED	\$0.00
LOZANO / HERNANDEZ ST	VEHICLE CHECK	4/8/2021	4/11/2021	72 HOUR TAG	\$0.00
224 LUA AVE	VEHICLE CHECK	4/8/2021	N/A	CHECKS OKAY	\$0.00
54 GURROLA ST	MUNI CODE VIOLATION (TRASH CANS)	4/8/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1640 9TH ST	VEHICLE CHECK	4/8/2021	4/11/2021	72 HOUR TAG	\$0.00
950 RIO FRIO ST	VEHICLE CHECK	4/8/2021	4/11/2021	72 HOUR TAG	\$0.00
1837 JENNINGS ST	MUNI CODE VIOLATION	4/8/2021	N/A	CITE X3	\$75.00
FRESNO	MISC. INVESTIGATION	4/9/2021	N/A	COMPLETE	\$0.00
9TH / TULE ST	VEHICLE CHECK	4/9/2021	4/12/2021	72 HOUR TAG	\$0.00
1048 QUINCE ST	VEHICLE CHECK	4/9/2021	N/A	CITATION ISSUED	\$50.00
1167 PUCHEU ST	MUNI CODE VIOLATION (APPLIANCE)	4/9/2021	N/A	CITATION ISSUED	\$150.00
325 PUCHEU ST	MUNI CODE VIOLATION (TRASH/JUNK)	4/9/2021	N/A	WARNING	\$0.00
2ND / J ST	VEHICLE CHECK	4/10/2021	4/13/2021	CITE / 72 HOUR TAG	\$50.00
PEREZ / BARBOZA ST	VEHICLE CHECK	4/10/2021	4/13/2021	72 HOUR TAG	\$0.00
PEREZ / LOZANO ST	VEHICLE CHECK	4/10/2021	4/13/2021	72 HOUR TAG	\$0.00
647 PEREZ ST	VEHICLE CHECK	4/10/2021	4/13/2021	CITE / 72 HOUR TAG	\$50.00
RAMIREZ / BARBOZA ST	VEHICLE CHECK	4/11/2021	4/14/2021	72 HOUR TAG	\$0.00
9TH / LOLITA ST	VEHICLE CHECK	4/11/2021	N/A	CHECKS OKAY	\$0.00
6TH / OLLER ST	MUNI CODE VIOLATION (VEH DISPLAY FOR SALE)	4/11/2021	N/A	CITATION ISSUED	\$50.00
LOZANO / PEREZ ST	VEHICLE CHECK	4/11/2021	N/A	CHECKS OKAY	\$0.00

**Code Enforcement
Monthly Log**

April 2021

1682 4TH ST	INFORMATION	4/12/2021	N/A	COMPLETE	\$0.00
8TH / OLLER ST	COMMUNITY CONTACT	4/12/2021	N/A	COMPLETE	\$0.00
1099 7TH ST	MUNI CODE VIOLATION	4/12/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
7TH / KATE ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/12/2021	N/A	COMPLETE	\$0.00
661 KATE ST	MUNI CODE VIOLATION	4/12/2021	N/A	COMPLETE	\$0.00
7TH / JUANITA ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/12/2021	N/A	COMPLETE	\$0.00
731 JUANITA ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/12/2021	N/A	COMPLETE	\$0.00
4TH / PUCHEU ST	VEHICLE CHECK	4/12/2021	N/A	CHECKS OKAY	\$0.00
313 RIOS ST	MUNI CODE VIOLATION (APPLIANCE)	4/12/2021	N/A	WARNING	\$0.00
325 RIOS ST	PARKING CITE	4/12/2021	N/A	CITATION ISSUED	\$50.00
310 BLACK ST	MUNI CODE VIOLATION (PARKING ON LAWN)	4/12/2021	N/A	WARNING	\$0.00
39 CASTRO ST	MUNI CODE VIOLATION (TRUCK TRIALER)	4/13/2021	4/18/2021	72 HOUR TAG	\$0.00
PEREZ / BARBOZA ST	VEHICLE CHECK	4/13/2021	N/A	CHECKS OKAY	\$0.00
566 LOLITA ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/13/2021	N/A	COMPLETE	\$0.00
642 LOLITA ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/13/2021	N/A	COMPLETE	\$0.00
557 4TH ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/13/2021	N/A	COMPLETE	\$0.00
GOMEZ / GARCIA ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/13/2021	N/A	COMPLETE	\$0.00
639 GARCIA ST	COMMUNITY CONTACT	4/13/2021	N/A	COMPLETE	\$0.00
600 BLK DE LA CRUZ ST	MUNI CODE VIOLATION (WEED ABATEMENTS)	4/13/2021	N/A	COMPLETE	\$0.00
BASS / 2ND ST	MUNI CODE VIOLATION (ILLEGAL MECHANICS)	4/14/2021	N/A	CITATION ISSUED	\$100.00
6TH / OLLER ST	MUNI CODE VIOLATION (DISPLAY FOR SALE)	4/14/2021	N/A	CITATION ISSUED	\$50.00
MEPD	LOBBY TRAFFIC	4/14/2021	N/A	COMPLETE	\$0.00
968 RIO FRIO ST	VEHICLE NUISANCE	4/14/2021	N/A	CHECKS OKAY	\$0.00
OLLER / 10TH ST	MUNI CODE VIOLATION	4/14/2021	N/A	CITATION ISSUED	\$50.00
HERNANDEZ / GAXIOLA ST	MUNI CODE VIOLATION	4/15/2021	N/A	CITATION ISSUED	\$50.00
1000 2ND ST	VEHICLE CHECK	4/15/2021	4/18/201	72 HOUR TAG	\$0.00
BARBOZA / PEREZ ST	MUNI CODE VIOLATION (WEED ABATMENTS)	4/15/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
LOZANO / PEREZ ST	MUNI CODE VIOLATION (WEED ABATMENTS)	4/15/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
HWY 33 / BASS AVE	MUNI CODE VIOLATION (WEED ABATMENTS)	4/15/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
951 RIO FRIO ST	MUNI CODE VIOLATION (ABANDONED VEHICLE)	4/15/2021	N/A	WARNING	\$0.00
611 GAXIOLA ST	MUNI CODE VIOLATION (ABANDONED VEH/TRASH)	4/15/2021	N/A	CITATION ISSUED X2	\$300.00
NAPLES ST	PATROL CHECKS	4/16/2021	N/A	COMPLETE	\$0.00
DOLLAR GENERAL	COMMUNITY CONTACT	4/16/2021	N/A	COMPLETE	\$0.00
PUCHEU ST	PATROL CHECKS	4/16/2021	N/A	COMPLETE	\$0.00
OLLER ST	PATROL CHECKS	4/16/2021	N/A	COMPLETE	\$0.00
OLLER / 6TH ST	VEHICLE CHECK	4/16/2021	N/A	CITATION ISSUED	\$50.00
GARCIA / RIOS ST	VEHICLE CHECK	4/16/2021	N/A	CHECKS OKAY	\$0.00
4TH / QUINCE ST	MUNI CODE VIOLATION	4/16/2021	N/A	WARNING	\$0.00
139 CASTRO ST	MUNI CODE VIOLATION	4/16/2021	N/A	WARNING	\$0.00
252 ESPINOZA ST	VEHICLE CHECK	4/16/2021	4/18/2021	72 HOUR TAG	\$0.00
6TH / JUANITA ST	VEHICLE CHECK	4/16/2021	N/A	72 HOUR TAG	\$0.00
1721 7TH ST	COMMUNITY CONTACT	4/16/2021	N/A	COMPLETE	\$0.00
367 QUINCE ST	PUBLIC NUISANCE	4/17/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
OLLER / 6TH ST	MUNI CODE VIOLATION (VEH DISPLAY FOR SALE)	4/17/2021	N/A	CITATION ISSUED	\$50.00
PEREZ / LOZANO ST	VEHICLE CHECK	4/17/2021	N/A	COMPLETE / TOWED	\$50.00
1054 OLLER ST	VEHICLE CHECK	4/17/2021	4/20/2021	72 HOUR TAG	\$0.00
643 LOLITA ST	COMMUNITY CONTACT	4/17/2021	N/A	COMPLETE	\$0.00
PEREZ / LOZANO ST	VEHICLE CHECK	4/18/2021	4/21/2021	72 HOUR TAG	\$0.00

**Code Enforcement
Monthly Log**

April 2021

STAMOULES / 5TH ST	COMMUNITY CONTACT	4/18/2021	N/A	COMPLETE	\$0.00
STAMOULES ST	PATROL CHECKS (WEED ABATEMENTS)	4/18/2021	N/A	COMPLETE	\$0.00
TULE ST	PATROL CHECKS (WEED ABATEMENTS)	4/18/2021	N/A	COMPLETE	\$0.00
DERRICK AVE	PATROL CHECKS (WEED ABATEMENTS)	4/18/2021	N/A	COMPLETE	\$0.00
2ND / OLLER ST	VEHICLE CHECK	4/18/2021	N/A	CITATION ISSUED	\$50.00
5TH / NAPLES ST	VEHICLE CHECK	4/18/2021	N/A	CITATION ISSUED	\$100.00
PEREZ / LOZANO ST	VEHICLE CHECK	4/18/2021	4/21/2021	72 HOUR TAG	\$0.00
9TH / OLLER ST	COMMUNITY CONTACT	4/19/2021	N/A	COMPLETE	\$0.00
306 L ST	VEHICLE CHECK	4/19/2021	N/A	CITATION ISSUED	\$50.00
452 4TH ST	MISC. INVESTIGATION	4/19/2021	N/A	COMPLETE	\$0.00
654 LOZANO ST	VEHICLE CHECK	4/19/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
619 LOZANO ST	COMMUNITY CONTACT	4/19/2021	N/A	COMPLETE	\$0.00
633 GAXIOLA ST	MUNI CODE VIOLATION	4/20/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
720 7TH ST	COMMUNITY CONTACT	4/21/2021	N/A	COMPLETE	\$0.00
6TH/OLLER	VEHICLE CHECK	4/21/2021	4/24/2021	72 HOUR TAG	\$0.00
10TH / OLLER ST	MUNI CODE VIOLATION (WEED ABATMENTS)	4/21/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	4/21/2021	N/A	COMPLETE	\$0.00
491 N. KATE ST	FOLLOW UP	4/21/2021	N/A	COMPLETE	\$0.00
654 LOZANO ST	VEHICLE CHECK	4/21/2021	N/A	TOWED	\$0.00
648 LOZANO ST	MUNI CODE VIOLATION (APPLIANCE)	4/21/2021	N/A	CITATION ISSUED	\$150.00
POST OFFICE	COMMUNITY CONTACT	4/22/2021	N/A	COMPLETE	\$0.00
2ND / OLLER ST	PARKING VIOLATION	4/22/2021	N/A	CITED	\$100.00
800 GARCIA ST	VEHICLE CHECK	4/22/2021	N/A	72 HOUR TAG	\$0.00
2ND / OLLER ST	VEHICLE CHECK	4/22/2021	N/A	CITATION ISSUED	\$50.00
830 KATE ST	FOLLOW UP	4/22/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
218 OLLER ST	COMMUNITY CONTACT	4/23/2021	N/A	COMPLETE	\$0.00
FRESNO	MISC. INVESTIGATION	4/23/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	4/23/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	4/24/2021	N/A	COMPLETE	\$0.00
LA COLONIA	COMMUNITY CONTACT	4/24/2021	N/A	COMPLETE	\$0.00
655 LOLITA ST	COMMUNITY CONTACT	4/24/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	4/25/2021	N/A	COMPLETE	\$0.00
LOZANO / BLANCO ST	VEHICLE CHECK	4/25/2021	N/A	CITATION ISSUED X2	\$100.00
202 LUA AVE	VEHICLE CHECK	4/25/2021	N/A	CITATION ISSUED	\$50.00
422 MARTINEZ CT	VEHICLE CHECK	4/25/2021	N/A	WARNING	\$0.00
750 DERRICK AVE	COMMUNITY CONTACT	4/25/2021	N/A	COMPLETE	\$0.00
2ND / NAPLES ST	VEHICLE CHECK	4/25/2021	N/A	CITE / TOWED	\$50.00
800 GARCIA ST	PATROL CHECKS	4/25/2021	N/A	COMPLETE	\$0.00
GARCIA / GOMEZ ST	VEHICLE CHECK	4/25/2021	N/A	CITATION ISSUED	\$50.00
PEREZ / LOZANO ST	VEHICLE CHECK	4/25/2021	N/A	CITE / TOWED	\$50.00
218 OLLER ST	COMMUNITY CONTACT	4/25/2021	N/A	COMPLETE	\$0.00
LOZANO PARK	PATROL CHECK	4/25/2021	N/A	COMPLETE	\$0.00
LA COLONIA	COMMUNITY CONTACT	4/25/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	4/26/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	COMMUNITY CONTACT	4/26/2021	N/A	COMPLETE	\$0.00
630 KATE ST	FOLLOW UP	4/26/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	4/26/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
617 4TH ST	MUNI CODE VIOLATION (APPLIANCE)	4/26/2021	N/A	WARNING	\$0.00

**Code Enforcement
Monthly Log**

April 2021

633 GAXIOLA ST	PARKING CITE	4/26/2021	N/A	CITATION ISSUED	\$50.00
629 GARCIA ST	MUNI CODE VIOLATION (WEEDS)	4/26/2021	N/A	WARNING	\$0.00
MEPD	LOBBY TRAFFIC	4/26/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
ALLEY WY BTW ROWE / MCCABE ST	VEHICLE CHECK	4/26/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
3RD/ NAPLES	VEHICLE CHECK	4/27/2021	N/A	CITED	\$100.00
CITY HALL	COMMUNITY CONTACT	4/27/2021	N/A	COMPLETE	\$0.00
557 4TH ST	FOLLOW UP	4/27/2021	N/A	COMPLETE	\$0.00
657 LOZANO	COMMUNITY CONTACT	4/27/2021	N/A	COMPLETE	\$0.00
VERA CIR	VEHICLE CHECK	4/27/2021	N/A	CHECKS OKAY	\$0.00
7TH/ UNIDA	COMMUNITY CONTACT	4/27/2021	N/A	COMPLETE	\$0.00
2083 8TH ST	VEHICLE CHECK	4/27/2021	N/A	CITED/ TOWED	\$50.00
296 OLLER ST	COMMUNITY CONTACT	4/28/2021	N/A	COMPLETE	\$0.00
432 4TH ST	MUNICODE VIOLATION (PAINTING CARS NO BUSINESS LICENSE)	4/28/2021	N/A	UNABLE TO LOCATE	\$0.00
LA COLONIA	COMMUNITY CONTACT	4/28/2021	N/A	COMPLETE	\$0.00
2ND/ OLLER	PARKING VIOLATION	4/28/2021	N/A	CITED	\$100.00
8TH/ PUCHEU	VEHICLE CHECK	4/29/2021	N/A	CITED	\$50.00
103 KATE	VEHICLE NUISANCE	4/29/2021	N/A	CITED	\$50.00
LA COLONIA	SPECIAL DETAIL	4/29/2021	N/A	COMPLETE	\$0.00
654 LOZANO ST	COMMUNITY CONTACT	4/29/2021	N/A	COMPLETE	\$0.00
6TH/ RIO FRIO	VEHICLE CHECK	4/29/2021	N/A	CITED	\$50.00
572 STAMOULES	VEHICLE CHECK	4/29/2021	N/A	CITED	\$50.00
647 PEREZ ST	NOISE NUISANCE	4/29/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
625 I ST	MUNICODE VIOLATION (FURNITURE OUT FRONT)	4/29/2021	N/A	WARNING	\$0.00
551 KATE	MUNICODE VIOLATION (TIRES/ JUNK)	4/29/2021	N/A	CITED	\$150.00
DIVISADERO/ I ST	VEHICLE CHECK	4/29/2021	5/2/2021	CITED/ RED TAGGED	\$50.00
616 I ST	MUNICODE VIOLATION (PARKED ON LAWN)	4/29/2021	N/A	CITED	\$25.00
563 I ST	PARKING VIOLATION	4/29/2021	N/A	CITED	\$50.00
611 KATE	PARKING VIOLATION	4/29/2021	N/A	CITED	\$50.00
FASTRIP MENDOTA	COMMUNITY CONTACT	4/30/2021	N/A	COMPLETE	\$0.00
430 KATE	VEHICLE CHECK	4/30/2021	N/A	CITED	\$50.00
7TH/ RIO FRIO	VEHICLE CHECK	4/30/2021	N/A	CITED/ TOWED	\$50.00
175 ASH	MUNICODE VIOLATION (TRUCK TRAILER PARKED IN RESIDENTIAL	4/30/2021	N/A	CITED	\$100.00
5TH/ NAPLES	PARKING VIOLATION	4/30/2021	N/A	CITED	\$150.00
DISTRICT OFFICE MENDOTA	COMMUNITY CONTACT	4/30/2021	N/A	COMPLETE	\$0.00
TOTAL:					\$3,950.00

MENDOTA POLICE DEPARTMENT

APRIL 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210000566.1	1674 7TH ST	4/1/2021	Thu	NO	VANDALISM	PC 594
210000567.1	301 MARIE ST	4/1/2021	Thu	NO	IDENTITY THEFT	PC530.5
210000568.1	643 RIO FRIO ST	4/1/2021	Thu	NO	PETTY THEFT	PC 484
210000570.1	202 1ST	4/1/2021	Thu	NO	INCIDENT REPORT	
210000571.1	1245 6TH ST	4/2/2021	Fri	YES	AGGRAVATED ASSAULT	PC 243D
210000572.1	978 NAPLES ST	4/2/2021	Fri	NO	VEHICLE BURGLARY	PC 459
210000573.1	1000 AIRPORT BLVD	4/2/2021	Fri	NO	INCIDENT REPORT	
210000574.1	JUANITA ST & 7TH ST	4/2/2021	Fri	YES	NARCOTICS VIOLATION	HS 11377
210000575.1	1830 7TH ST	4/2/2021	Fri	NO	ATTEMPT COMMERCIAL BURGLARY	PC 664/ 459
210000576.1	1438 8TH ST	4/3/2021	Sat	NO	RESIDENTIAL BURGLARY	PC 459
210000577.1	NAPLES ST & 5TH ST	4/3/2021	Sat	NO	VEHICLE BURGLARY	PC 459
210000578.1	191 SORENSEN AV	4/3/2021	Sat	YES	NARCOTICS VIOLATION	HS 11364
210000579.1	1100 2ND ST	4/3/2021	Sat	YES	RESISTING	PC 69, PC 243C
210000580.1	720 OLLER ST	4/3/2021	Sat	NO	PETTY THEFT	PC 484
210000581.1	200 MALDONADO ST	4/3/2021	Sat	YES	DUI ARREST	VC 23152AB
210000582.1	7TH ST & QUINCE ST	4/3/2021	Sat	NO	OTHER AGENCY ASSIST	
210000583.1	319 MARIE ST	4/4/2021	Sun	NO	VANDALISM	PC 594
210000584.1	226 MARIE ST	4/4/2021	Sun	NO	THREATENING PHONE CALL	PC 653M
210000585.1	JUANITA ST & DIMSADERO ST	4/4/2021	Sun	YES	EXPIRED REG	VC 4000A
210000586.1	615 J ST	4/4/2021	Sun	NO	PETTY THEFT	VC 12052
210000587.1	867 OLLER ST	4/4/2021	Sun	YES	WARRANT ARREST	PC 166
210000588.1	OLLER ST & 7TH ST	4/4/2021	Sun	NO	TRAFFIC COLLISION	
210000592.1	1000 AIRPORT BLVD	4/5/2021	Mon	YES	UNLICENSED DRIVER	VC 12500
210000593.1	555 RIO FRIO ST	4/5/2021	Mon	NO	ROBBERY	PC 211
210000594.1	BELMONT AV & PEACH ST	4/5/2021	Mon	NO	TRAFFIC COLLISION	
210000595.1	6TH ST & OLLER ST	4/6/2021	Tue	YES	UNLICENSED DRIVER	VC 12500
210000601.1	867 4TH ST	4/6/2021	Tue	NO	VANDALISM	PC 594
210000603.1	413 RIO FRIO ST	4/6/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210000605.1	1084 OLLERS ST	4/6/2021	Tue	YES	NARCOTICS VIOLATION	HS 11364
210000611.1	207 L ST	4/6/2021	Tue	NO	INCIDENT REPORT	
210000612.1	1833 7TH ST	4/6/2021	Tue	YES	WARRANT ARREST	PC 166
210000613.1	654 4TH ST	4/7/2021	Wed	NO	VANDALISM	PC 594
210000615.1	555 RIO FRIO ST	4/7/2021	Wed	NO	SEX REGISTRANT	PC 290
210000620.1	295 NAPLES ST	4/8/2021	Thu	NO	VEHICLE STORAGE	VC 22651

MENDOTA POLICE DEPARTMENT

APRIL 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210000621.1	180 STRAW ST	4/8/2021	Thu	NO	VANDALISM	PC 594
210000622.1	240 L ST	4/8/2021	Thu	NO	GRAND THEFT AUTO	VC 10851
210000623.1	181 STRAW AV	4/8/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210000624.1	BARBOZA ST & GAXIOLA ST	4/8/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210000626.1	7TH ST & DERRICK AV	4/9/2021	Fri	YES	DUI ARREST	VC 23152
210000627.1	680 PUCHEN ST	4/10/2021	Sat	NO	VEHICLE BURGLARY	PC 459
210000628.1	170 STRAW AV	4/10/2021	Sat	YES	RESIDENTIAL BURGLARY	PC 459, PC 487D2, PC 25850A, PC 836.6
210000629.1	707 PEACH AV	4/10/2021	Sat	YES	SIMPLE ASSAULT (DV)	PC 243E1, PC 422
210000630.1	1000 AIRPORT BLVD	4/10/2021	Sat	NO	ERROR	
210000632.1	1830 7TH ST	4/11/2021	Sun	NO	VANDALISM	PC 594
210000633.1	889 S DERRICK AV	4/11/2021	Sun	NO	VANDALISM	PC 594
210000634.1	421 BARBOZA ST	4/12/2021	Mon	NO	INCIDENT REPORT	
210000635.1	528 11TH ST	4/12/2021	Mon	NO	GRAND THEFT AUTO	VC 10851
210000636.1	180 STRAW ST	4/12/2021	Mon	YES	RO VIOLATION	PC 273.6
210000637.1	1000 AIRPORT BLVD	4/13/2021	Tue	NO	CRIMINAL THREAT	PC 422
210000638.1	1209 6TH ST	4/14/2021	Wed	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
210000639.1	9TH ST & LOLITA ST	4/14/2021	Wed	NO	FOUND PROPERTY	
210000640.1	209 1ST	4/14/2021	Wed	NO	VANDALISM	PC 594
210000641.1	BASS AV & HWY 33	4/14/2021	Wed	NO	TRAFFIC COLLISION	
210000643.1	9TH ST & MARIE ST	4/14/2021	Wed	YES	WARRANT ARREST	PC 166
210000644.1	408 L ST	4/16/2021	Fri	NO	TRAFFIC COLLISION	
210000645.1	724 LOLITA ST	4/16/2021	Fri	NO	VEHICLE BURGLARY	PC 459
210000647.1	7TH ST & DERRICK AV	4/17/2021	Sat	YES	WARRANT ARREST	PC 166
210000648.1	LOZANO ST & PEREZ ST	4/17/2021	Sat	NO	VEHICLE STORAGE	VC 22651
210000652.1	780 DERRICK AV	4/19/2021	Mon	NO	RO VIOLATION	PC 166
210000654.1	643 J ST	4/19/2021	Mon	YES	WARRANT ARREST	PC 166
210000655.1	742 LOLITA ST	4/19/2021	Mon	NO	VEHICLE BURGLARY	PC 459
210000656.1	1225 M ST	4/19/2021	Mon	NO	INCIDENT REPORT	
210000659.1	1738 7TH ST	4/20/2021	Tue	YES	OPEN CONTAINER	BP 25620
210000660.1	452 NAPLES ST	4/20/2021	Tue	NO	HIT & RUN	VC 20001A
210000661.1	485 MARIE ST	4/20/2021	Tue	YES	SIMPLE ASSAULT	PC 242
210000667.1	1100 2ND ST	4/21/2021	Wed	NO	VANDALISM	PC 594
210000669.1	LOZANO ST & HERNANDEZ ST	4/21/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210000670.1	700 QUINCE ST	4/21/2021	Wed	YES	OPEN CONTAINER	BP 25620
210000671.1	991 RIO FRIO ST	4/21/2021	Wed	NO	AGGRAVATED ASSAULT (DV)	PC 273.5

MENDOTA POLICE DEPARTMENT

APRIL 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210000672.1	HWY 33 & BASS AV	4/21/2021	Wed	NO	HIT & RUN	VC 20002
210000673.1	472 DIVISADERO ST	4/22/2021	Thu	NO	GRAND THEFT AUTO	VC 10851
210000676.1	GULLEN PKWY & MARIE ST	4/22/2021	Thu	NO	FIELD INTERVIEW	
210000677.1	812 PUCHED ST	4/22/2021	Thu	NO	REPOSSESSION	
210000678.1	1000 AIRPORT BLVD	4/22/2021	Thu	NO	CHILD ABUSE	PC 273D, WIC 300
210000679.1	622 L ST	4/23/2021	Fri	NO	VEHICLE BURGLARY	PC 459
210000680.1	MCCABE AV & DERRICK AV	4/23/2021	Fri	NO	TRAFFIC COLLISION	
210000681.1	1000 AIRPORT BLVD	4/24/2021	Sat	NO	INCIDENT REPORT	
210000682.1	1267 OLLER ST	4/24/2021	Sat	NO	INCIDENT REPORT	
210000683.1	251 FLEMING AV	4/24/2021	Sat	NO	GRAND THEFT	PC 487
210000684.1	754 NE 2 ST	4/25/2021	Sun	NO	VANDALISM	PC 594
210000685.1	2ND ST & NAPLES ST	4/25/2021	Sun	NO	VEHICLE STORAGE	VC 22651
210000686.1	PEREZ ST & LOZANO ST	4/25/2021	Sun	NO	VEHICLE STORAGE	VC 22651
210000688.1	736 NE 2 ST	4/26/2021	Mon	NO	GRAND THEFT AUTO	VC 10851
210000690.1	297 SAN PEDRO ST	4/27/2021	Tue	YES	WARRANT ARREST	PC 166
210000691.1	9TH ST & NAPLES ST	4/27/2021	Tue	NO	VEHICLE BURGLARY	PC 459
210000692.1	9TH ST & NAPLES ST	4/27/2021	Tue	NO	VEHICLE BURGLARY	PC 459
210000694.1	578 SORENSEN ST	4/27/2021	Tue	NO	PETTY THEFT	PC 484
210000695.1	568 RIO FRIO ST	4/27/2021	Tue	YES	DUI ARREST	VC 23152F, PC 3056
210000696.1	2083 8TH ST	4/27/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210000697.1	807 CANAL ST	4/27/2021	Tue	YES	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 3056
210000698.1	6TH ST & LOLITA ST	4/28/2021	Wed	YES	WARRANT ARREST	PC 166
210000699.1	485 MARIE ST	4/28/2021	Wed	YES	NARCOTICS VIOLATION	HS 11364
210000700.1	1229 OLLER ST	4/28/2021	Wed	NO	PETTY THEFT	PC 484
210000701.1	1588 10TH ST	4/29/2021	Thu	NO	HIT & RUN	VC 20002
210000702.1	619 RIO FRIO ST	4/29/2021	Thu	NO	VANDALISM	PC 594
210000705.1	830 TULE ST	4/29/2021	Thu	NO	PETTY THEFT	PC 484
210000706.1	NAPLES ST & 5TH ST	4/29/2021	Thu	YES	UNLICENSED DRIVER	VC 12500
210000707.1	543 4TH ST	4/29/2021	Thu	YES	AGGRAVATED ASSAULT	PC 243D
210000708.1	748 QUINCE ST	4/29/2021	Thu	YES	NARCOTICS VIOLATION	HS 11364
210000709.1	680 OLLER ST	4/30/2021	Fri	NO	COMMERCIAL BURGLARY	PC 459
210000711.1	1100 2ND ST #23	4/30/2021	Fri	NO	FOLLOW-UP	
210000712.1	7TH ST & RIO FRIO ST	4/30/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210000715.1	9TH ST & QUINCE ST	4/30/2021	Fri	YES	UNLICENSED DRIVER	VC 12500
210000717.1	LOLITA ST & 6TH ST	4/30/2021	Fri	YES	WARRANT ARREST	PC 166



MENDOTA POLICE DEPARTMENT

APRIL 2021



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT					1	1		2
AGGRAVATED ASSAULT (DV)			1	2				3
ATTEMPT COMMERCIAL BURGLARY						1		1
CHILD ABUSE					1			1
COMMERCIAL BURGLARY						1		1
CRIMINAL THREAT			1					1
DUI ARREST			1			1	1	3
ERROR							1	1
EXPIRED REG	1							1
FIELD INTERVIEW					1			1
FOLLOW-UP						1		1
FOUND PROPERTY				1				1
GRAND THEFT							1	1
GRAND THEFT AUTO		2			2			4
HIT & RUN			1	1	1			3
IDENTITY THEFT					1			1
INCIDENT REPORT		2	1		1	1	2	7
NARCOTICS VIOLATION			1	1	1	1	1	5
OPEN CONTAINER			1	1				2
OTHER AGENCY ASSIST							1	1
PETTY THEFT	1		1	1	2		1	6
REPOSSESSION					1			1
RESIDENTIAL BURGLARY							2	2
RESISTING							1	1
RO VIOLATION		2						2
ROBBERY		1						1
SEX REGISTRANT				1				1
SIMPLE ASSAULT			1					1
SIMPLE ASSAULT (DV)							1	1
THREATENING PHONE CALL	1							1
TRAFFIC COLLISION	1	1		1		2		5
UNLICENSED DRIVER		1	1		1	1		4
VANDALISM	4		1	3	3			11
VEHICLE BURGLARY		1	2			3	2	8
VEHICLE STORAGE	2		2	1	3	1	1	10
WARRANT ARREST	1	1	2	2		1	1	8
Grand Total	11	11	17	15	19	15	16	104

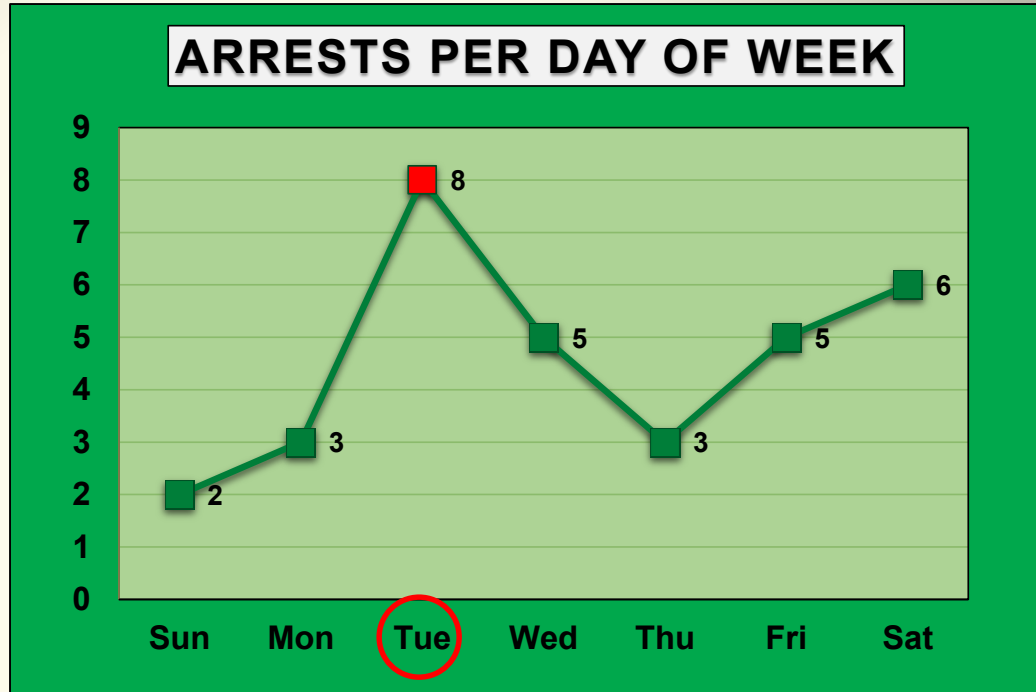


MENDOTA POLICE DEPARTMENT

APRIL 2021 - ARRESTS



DAYS	ARRESTS
Sun	2
Mon	3
Tue	8
Wed	5
Thu	3
Fri	5
Sat	6
Grand Total	32



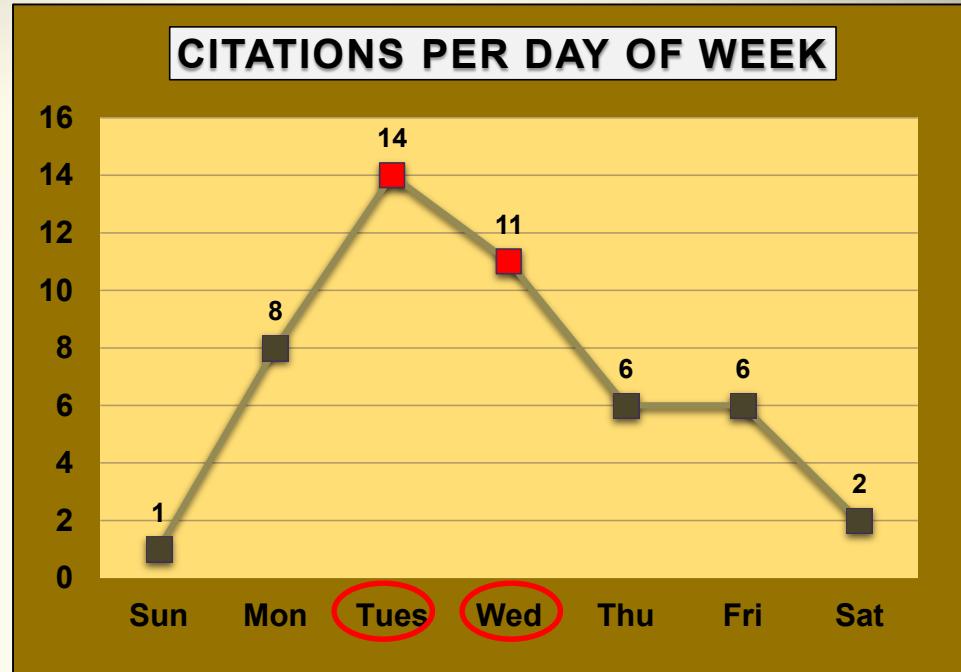


MENDOTA POLICE DEPARTMENT

APRIL 2021 - CITES



CASE#	RPT DATE	DAY OF WEEK
210000569.1	4/1/2021	Thu
210000589.1	4/5/2021	Mon
210000590.1	4/5/2021	Mon
210000591.1	4/5/2021	Mon
210000596.1	4/6/2021	Tue
210000597.1	4/6/2021	Tue
210000598.1	4/6/2021	Tue
210000599.1	4/6/2021	Tue
210000600.1	4/6/2021	Tue
210000606.1	4/6/2021	Tue
210000607.1	4/6/2021	Tue
210000608.1	4/6/2021	Tue
210000609.1	4/6/2021	Tue
210000610.1	4/6/2021	Tue
210000614.1	4/7/2021	Wed
210000616.1	4/7/2021	Wed
210000617.1	4/7/2021	Wed
210000618.1	4/7/2021	Wed
210000619.1	4/8/2021	Thu
210000625.1	4/9/2021	Fri
210000631.1	4/10/2021	Sat
210000642.1	4/14/2021	Wed
210000646.1	4/17/2021	Sat
210000649.1	4/19/2021	Mon
210000650.1	4/19/2021	Mon
210000651.1	4/19/2021	Mon
210000653.1	4/19/2021	Mon
210000657.1	4/20/2021	Tue
210000658.1	4/20/2021	Tue
210000662.1	4/21/2021	Wed
210000663.1	4/21/2021	Wed
210000664.1	4/21/2021	Wed
210000665.1	4/21/2021	Wed
210000666.1	4/21/2021	Wed
210000668.1	4/21/2021	Wed
210000674.1	4/22/2021	Thu
210000675.1	4/22/2021	Thu
210000687.1	4/25/2021	Sun
210000689.1	4/26/2021	Mon
210000693.1	4/27/2021	Tue
210000689.1	4/27/2021	Tue
210000703.1	4/29/2021	Thu
210000704.1	4/29/2021	Thu
210000710.1	4/30/2021	Fri
210000713.1	4/30/2021	Fri
210000714.1	4/30/2021	Fri
210000716.1	4/30/2021	Fri
210000718.1	4/30/2021	Fri



DAYS	COUNT
Sun	1
Mon	8
Tues	14
Wed	11
Thu	6
Fri	6
Sat	2
Grand Total	48



MENDOTA POLICE DEPARTMENT

APRIL 2021



	December	January	February	March	April	May	June	July	August	September	October	November	December	2021 Totals	MAR-APR%
Homicide	0	0	0	0	0									0	NON-CAL
Rape	0	0	0	0	0									0	NON-CAL
Other Sex Offense	1	1	1	0	0									2	NON-CAL
Robbery	0	0	0	0	1									1	NON-CAL
Aggravated Assault	1	0	1	2	2									5	0%
Aggravated Assault (DV)	4	2	1	1	3									7	200%
Simple Assault	1	2	0	4	1									7	-75%
Simple Assault (DV)	1	0	2	0	1									3	NON-CAL
Residential Burglary	1	2	0	0	2									4	NON-CAL
Commercial Burglary	0	3	3	0	2									8	NON-CAL
Auto Theft	4	1	2	8	4									15	-50%
Grand Theft	0	2	1	6	1									10	-83%
Petty Theft	8	6	3	2	6									17	200%
Vehicle Burglary	5	10	4	6	8									28	33%
ID Theft/Fraud	2	0	3	1	1									5	0%
Arson	0	0	0	1	0									1	-100%
Vandalism	22	11	10	16	11									48	-31%
Hate Crimes	0	0	0	0	0									0	NON-CAL
Possession of Firearm	1	1	1	0	0									2	NON-CAL
Possession of Knife	0	0	0	0	0									0	NON-CAL
DUI Arrests	1	3	2	2	3									10	50%
Public Intoxication	7	0	1	0	0									1	NON-CAL
Narcotics Violation	10	3	3	4	5									15	25%
Parole/Restraining Order Violation	2	0	0	3	2									5	-33%
Warrant Arrest	11	14	8	13	8									43	-38%
Mental Health Reports	2	1	1	2	0									4	-100%
Runaway / Missing	0	0	0	1	0									1	-100%
Trespass	0	2	1	0	0									3	NON-CAL
TOTALS	81	64	48	72	61	0	0	0	0	0	0	0	0	245	50%



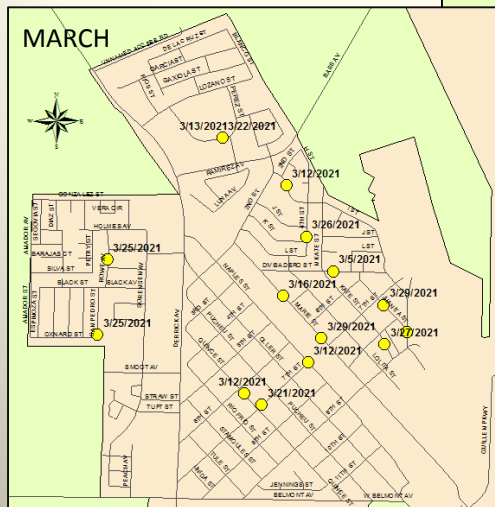
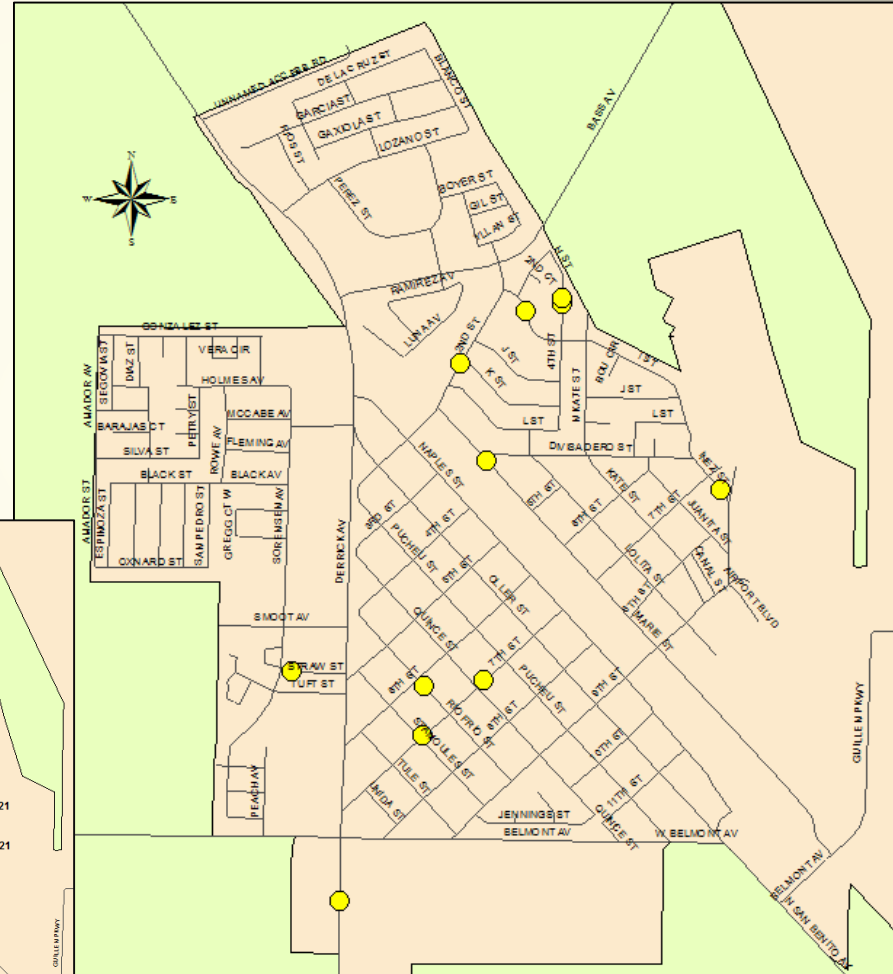
MENDOTA POLICE DEPARTMENT

APRIL 2021



VANDALISM: TOTAL - 11

- 6 VEHICLES
- 2 RESIDENCES
- 2 BUSINESSES
- 1 APT



VANDALISM: TOTAL - 16

- 7 TO VEHICLES
- 5 TO RESIDENCES
- 2 BUSINESS
- 1 APARTMENT
- 1 PARK
- TUES, THUR, FRI, SAT



MENDOTA POLICE DEPARTMENT

APRIL 2021



VEHICLE BURGLARY: TOTAL – 8

LOSS:

- ELECTRONICS
- TOOLS
- JEWELRY
- WALLET
- STEREO
- WATER COOLERS
- CLOTHING

