



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

October 26, 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 or (559) 577-7692. 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.

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=S1ZEc0VYaXRRTFp6c293cHMyQlA1dz09>

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of October 12, 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. OCTOBER 13, 2021 THROUGH OCTOBER 19, 2021
WARRANT LIST CHECK NOS. 50921 THROUGH 50996
TOTAL FOR COUNCIL APPROVAL = \$641,345.16
2. Proposed adoption of **Resolution No. 21-83**, cancelling the November 23rd and December 28th Regular City Council Meetings and authorizing the City Manager to execute any necessary warrants.
3. Proposed adoption of **Resolution No. 21-84**, approving an agreement with the County of Fresno to administer and implement the Community Development Block Grant Program and authorizing the City Manager to execute the agreement and any matters relating thereto.
4. Proposed adoption of **Resolution No. 21-85**, authorizing the City Manager to approve and execute a proposal and consultant services agreement from Provost & Pritchard Consulting Group for the preparation of CEQA compliance documents related to the proposed new City Hall and Police Station.
5. Proposed adoption of **Resolution No. 21-86**, granting an access and use easement to the United States Department of the Interior, Bureau of Reclamation in connection with the Mowry Bridge Replacement Project.

BUSINESS

1. Council discussion on the City's American Rescue Plan Act of 2021 funding.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council provides direction to staff on how to proceed*

2. Council discussion and consideration of **Resolution No. 21-87**, approving the formation of a Recreation Commission and City Council ad hoc subcommittee to discuss potential improvements to Mendota Pool Park.
 - 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 considers Resolution No. 21-87 for adoption and appoints members to the ad hoc subcommittee*

3. Council discussion and consideration of **Resolution No. 21-88**, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council considers Resolution No. 21-88 for adoption*

PUBLIC HEARING

1. Council discussion and consideration of **Ordinance No. 21-16**, amending Chapter 17.99 of Title 17 of the Mendota Municipal Code's provisions regarding approved uses in the Commercial Cannabis Overlay District.
 - a. *Receive report from City Planner O'Neal*
 - 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. 21-16*

2. Council discussion and consideration of the following items in the matter of Application No. 21-01, the Left Mendota II Commercial Cannabis Project (APN 013-280-29): **Resolution No. 21-81**, adopting a mitigated negative declaration pursuant to the California Environmental Quality Act; **Resolution No. 21-82**, ruling on the applicant's appeal of the Mendota Planning Commission's denial of a conditional use permit; and introduction and waiver of the first reading of **Ordinance No. 21-17**, approving and entering into a development agreement by and between the City of Mendota and Left Mendota II, LLC.
 - a. *Receive report from City Planner O'Neal*
 - 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 adoption of Resolution No. 21-81 and Resolution No. 21-82, and introduction and waiver of the first reading of Ordinance No. 21-17*

3. Council discussion and consideration of **Ordinance No. 21-18**, approving amendments to Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).
 - a. *Receive report from City Planner O'Neal*
 - 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 introduction and waiver of the first reading of Ordinance No. 21-18*

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
- City Council Agenda

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 October 26, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, October 22, 2021 at 4:45 p.m.


Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

October 12, 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, and Councilor Jose Alonso

Council Members Absent: Councilors Joseph Riofrio and Oscar Rosales

Flag salute led by Assistant City Attorney Castro

Invocation led by Police Chaplain Ophelia Lugo

FINALIZE THE AGENDA

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

A motion was made by Mayor Pro Tem Mendoza to adopt the agenda, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Riofrio and Rosales).

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of September 28, 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 Mayor Pro Tem Mendoza to approve items 1 and 2, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Riofrio and Rosales).

CONSENT CALENDAR

1. SEPTEMBER 22, 2021 THROUGH OCTOBER 5, 2021
WARRANT LIST CHECK NOS. 50865 THROUGH 50920
TOTAL FOR COUNCIL APPROVAL = \$728,317.23
2. Proposed adoption of **Resolution No. 21-78**, authorizing final payment of the retainage to the contractor for the Mowry Bridge Replacement Project.
3. Proposed adoption of **Resolution No. 21-79**, declaring its support for broadband infrastructure.
4. Proposed adoption of **Resolution No. 21-83**, proclaiming a continued local emergency, ratifying the proclamation of a State of Emergency by the Governor on March 4, 2020, and authorizing remote teleconference meetings of the City of Mendota's legislative bodies for a period of thirty days pursuant to the Brown Act.

A request was made to pull item 4 for discussion.

A motion was made by Mayor Pro Tem Mendoza to approve items 1 through 3 of the Consent Calendar, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Riofrio and Rosales).

4. Proposed adoption of **Resolution No. 21-83**, proclaiming a continued local emergency, ratifying the proclamation of a State of Emergency by the Governor on March 4, 2020, and authorizing remote teleconference meetings of the City of Mendota's legislative bodies for a period of thirty days pursuant to the Brown Act.

Discussion was held on this item.

No action was taken on Consent Calendar item 4.

BUSINESS

1. Council discussion and consideration of the allocation of the Clean CA Initiative Funding.

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

John Liu (Caltrans) – commented on the item.

Diana Gomez (Caltrans) – commented on the item.

John Liu (Caltrans) – provided a presentation on the item.

Curt Hatton (Caltrans) – provided a presentation on the item.

John Liu (Caltrans) – provided a presentation on the item.

Discussion was held on the item.

Christopher Townsend (Townsend Public Affairs) – provided information about Townsend Public Affairs and commented on the item.

Cori Takkinen (Townsend Public Affairs) – commented on the item.

Discussion was held on the item.

John Liu (Caltrans) – commented on the item.

2. Council discussion and consideration of **Resolution No. 21-77**, authorizing the execution of a licensing agreement with GovInvest Software for Transparent Solutions for Pension, Labor Costing, and Financial Modeling.

Mayor Castro introduced the item and Finance Director Banda summarized the report.

Discussion was held on the item.

Nadia James (GovInvest) – commented on the item.

Discussion was held on the item.

Nadia James (GovInvest) – commented on the item.

Discussion was held on the item.

Max Stoff (GovInvest) – commented on the item.

No action was taken on Resolution No. 21-77.

3. Council discussion and consideration of **Resolution No. 21-80**, approving the execution and delivery of an installment purchase agreement, a bond purchase agreement, an escrow agreement, a preliminary official statement, and a continuing disclosure certificate; and authorizing certain other matters relating thereto.

Mayor Castro introduced the item and Finance Director Banda summarized the report.

Discussion was held on the item.

A motion was made by Mayor Pro Tem Mendoza to adopt Resolution No. 21-80, with the inclusion of Exhibit A – Good Faith Estimate, seconded by Councilor Alonso; unanimously approved (3 ayes, absent: Riofrio and Rosales).

4. Council discussion and consideration of **Ordinance No. 21-16**, amending Chapter 17.99 of Title 17 of the Mendota Municipal Code’s provisions regarding approved uses 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.

A motion was made by Councilor Alonso to waive the first reading of Ordinance No. 21-16 and set the public hearing for October 26, 2021, seconded by Mayor Pro Tem Mendoza; unanimously approved (3 ayes, absent: Riofrio and Rosales).

PUBLIC HEARING

1. Council discussion and consideration of the following items in the matter of Application No. 21-01, the Left Mendota II Commercial Cannabis Project (APN 013-280-29): **Resolution No. 21-81**, adopting a mitigated negative declaration pursuant to the California Environmental Quality Act; **Resolution No. 21-82**, ruling on the applicant’s appeal of the Mendota Planning Commission’s denial of a conditional use permit; and introduction and waiver of the first reading of **Ordinance No. 21-17**, approving and entering into a development agreement by and between the City of Mendota and Left Mendota II, LLC.

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

Discussion was held on the item.

Chris Lefkovitz (Leftbank Holdings) – commented on the item.

Discussion was held on the item.

Julio Lopez – commented on the item.

Discussion was held on the item.

Ben Kriger (Leftbank Holdings) – commented on the item.

Discussion was held on the item.

Chris Lefkovitz (Leftbank Holdings) – commented on the item.

Discussion was held on the item.

A motion was made by Councilor Alonso to continue the item to the October 26th City Council meeting, seconded by Mayor Pro Tem Mendoza; unanimously approved (3 ayes, absent: Riofrio and Rosales).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - a) Grant Update

Finance Director Banda provided an update on various grant projects; and the status of various grant applications.

Discussion was held on the various projects and grant applications.

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 information provided by City Engineer Osborn.

3. City Attorney
 - a) Update

Assistant City Attorney Castro reported on ongoing projects and assignments.

Discussion was held on the status of the abatement process of a property on 6th and Lolita Streets.

4. City Manager

City Manager Gonzalez reported on the joint meeting between the City Council and the Mendota Unified School District (“MUSD”) Board that is scheduled for October 20th; and the impacts of high winds.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Alonso commented on the Mowry Bridge Replacement Project; and recognized Breast Cancer Awareness Month.

Mayor Pro Tem Mendoza reported on upcoming events.

2. Mayor

Mayor Castro reported on various meetings that he has participated in; the personnel of the police department; homelessness in the community; and ongoing projects.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:13 p.m. by Councilor Alonso, seconded by Mayor Pro Tem Mendoza; unanimously approved (3 ayes, absent: Riofrio and Rosales).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
10/13/2021-10/19/2021
CHECK# 50921-50996

Date	Check #	Check Amount	Vendor	Department	Description
October 13, 2021	50921	\$ 277.03	GERARDO VACA	GENERAL	10/5/21- 10/7/2021 CSJVRMA-WC
October 13, 2021	50922	\$ 104,674.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 9/27/2021-10/10/2021
October 14, 2021	50923	\$ 5,577.01	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER FOR JULY 2021-CITYHALL & PD MAINTENANCE CONTRACT COPIER FOR MAY 2021-CITY HALL
October 14, 2021	50924	\$ 318.00	EDUARDO BARRERA	GENERAL	TRAINING SRO COURSE OCT. 18-22, 2021 PER DIEM
October 14, 2021	50925	\$ 1,155.00	CORBIN & ASSOCIATES, INC.	GENERAL	(3) BASIC SCHOOL RESOURCE OFFICER TRAINING OCTOBER 18-22, 2021 (PD)
October 14, 2021	50926	\$ 318.00	GERARDO GALAVIZ	GENERAL	TRAINING SRO COURSE OCT. 18-22, 2021 PER DIEM
October 14, 2021	50927	\$ 7,408.00	INLAND POTABLE SERVICES, INC.	WATER	CLEAN AND INSPECT 1MG TANK #2 (WATER) 7/26/21 & 6/23/21
October 14, 2021	50928	\$ 318.00	MATT KAWANA	GENERAL	TRAINING SRO COURSE OCT. 18-22, 2021 PER DIEM
October 15, 2021	50929	\$ 445.63	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES FOR 9/11/21-11/12/2021 CITYHALL, DMV, EDD
October 15, 2021	50930	\$ 38.60	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE
October 15, 2021	50931	\$ 2,052.92	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER SEPTEMBER 2021 (CITYHALL) & (PD)
October 15, 2021	50932	\$ 162.06	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL FOR 10/7/2021
October 15, 2021	50933	\$ 450.00	BAR PSYCHOLOGICAL GROUP	GENERAL	POST PRE-EMPLOYMENT PSYCH SCREEN (R.RODRIGUEZ)(PD)
October 15, 2021	50934	\$ 287.81	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 9/21/21, WW WEEKLY GRAB SAMPLE 9/28/2021
October 15, 2021	50935	\$ 22.50	CABRERA, CELESTE	GENERAL	REIMBURSEMENT FOR RECORDING FEES FOR LIEN RELEASE
October 15, 2021	50936	\$ 750.00	CENTRAL CAL SERVICES, INC.	GENERAL-WATER-SEWER- STREETS	APCD TEST- STATIC TEST CCS W/O#2134 9/23/21
October 15, 2021	50937	\$ 1,676.68	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONES & INTERNET SERVICES 10/6/21-11/5/21
October 15, 2021	50938	\$ 205.98	COOK'S COMMUNICATIONS	GENERAL	#M85 (1) REPLACEMENT SPOTLIGHT HANDLE ASSEMBLY
October 15, 2021	50939	\$ 163.91	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REALQUEST SERVICES FOR 9/1/2021-9/30/2021
October 15, 2021	50940	\$ 442.98	CROWN SERVICES COMPANY	GENERAL-SEWER	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A (PD), TOILET W/SINK 1XWK 1300 2ND ST- WWTP, TOILET 1XWK BASS AVE- POOL PARK
October 15, 2021	50941	\$ 280.00	DEPARTMENT OF JUSTICE	GENERAL	(8) BLOOD ALCOHOL ANALYSIS- AUGUST 2021
October 15, 2021	50942	\$ 200.00	ECN POLYGRAPH & INVESTIGATIONS	GENERAL	(1) POLYGRAPH FOR SANTIAGO HURADO 10/9/21 (PD)
October 15, 2021	50943	\$ 64.47	EINERSON'S PREPRESS	WATER-SEWER	(500) BUSINESS CARDS 16PT MATTE- PUBLIC WORKS
October 15, 2021	50944	\$ 222.36	EXCEL SIGN COMPANY	GENERAL	(1) VEHICLE GRAPHICS FOR PATROL CAR #87 (PD)
October 15, 2021	50945	\$ 12,862.50	FIREBAUGH POLICE	GENERAL-WATER-CFD FUND	POLICE DEPARTMENT DISPATCH SERVICES SEPTEMBER 2021
October 15, 2021	50946	\$ 143.68	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR SEPTEMBER 2021
October 15, 2021	50947	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS FOR SEPTEMBER 2021
October 15, 2021	50948	\$ 4,500.00	GONZALEZ TOWING, TIRE, AUTO & TRUCK DISMANTLING	STREETS	RETHREAD STARTER HOUSING, INSIDE TIRE REPAIR (STREET SWEEPER)
October 15, 2021	50949	\$ 1,387.82	HAAKER EQUIPMENT COMPANY	SEWER	RIPSAW #8 ROTATOR, MARKSMAN #12, PARTS
October 15, 2021	50950	\$ 180.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT SEPTEMBER 2021 STATS 10/9/2021
October 15, 2021	50951	\$ 76.97	J.P. COOKE RABIES & LICENSE TAGS	GENERAL	(100) CA RED FY 21/22 DOG LICENSE, TAGS, VACCINE BOOK
October 15, 2021	50952	\$ 1,420.89	KOPPEL & GRUBER	CFD FUND-LANDSCAPE & LIGHTING	CFD NO. 2006-1 PD & FIRE, L&L DISTRICT NO.2019 SERVICES, ADMINISTRATION SERVICES JULY-SEPTEMBER 2021
October 15, 2021	50953	\$ 905.40	LIGHTHOUSE ELECTRICAL INC	SEWER	(6.62) SERVICE WORK (148) TRAVEL, FIXED FUSES 120V
October 15, 2021	50954	\$ 1,230.50	MID VALLEY DISPOSAL, INC	STREETS-REFUSE	ROLL OFF BIN EXCHANGE 50Y QTY: 2.60 & 4.67, ROLL OFF BIN EXCHANGE 10Y QTY:10.71 & 4.67
October 15, 2021	50955	\$ 350.00	NEXUS ADMINISTRATORS, INC.	GENERAL-WATER-SEWER	4TH QUARTER 2021 RETIREMENT PLAN ADMINISTRATION
October 15, 2021	50956	\$ 1,563.28	NORTHSTAR CHEMICAL	WATER	(710) GAL SODIUM HYPOCHLORITE- 12.5%
October 15, 2021	50957	\$ 350.00	NORTH STAR WELLNESS CENTER	GENERAL	REIMBURSEMENT FOR FACILITY USE DEPOSIT ROJAS-PIERCE PARK

CITY OF MENDOTA
CASH DISBURSEMENTS
10/13/2021-10/19/2021
CHECK# 50921-50996

October 15, 2021	50958	\$ 761.87	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICES 559-266-6456 834 2 9/26/10/25/21
October 15, 2021	50959	\$ 1,125.35	RAMON'S TIRE & AUTO SERVICE	GENERAL	2016 FORD SWR SUPER DUTY BASE (4) TIRE INSTALL, FORD EXPLORER #89 TIRE&WHEEL SWITCH (SERV.CALL)-PD
October 15, 2021	50960	\$ 188.09	RED TRIANGLE OIL COMPANY	STREETS	(20) 5 GAL PAIL DELIVERED 9/24/21 (STREETS)
October 15, 2021	50961	\$ 250.00	RIGHT NOW PHLEBOTOMY	GENERAL	PHLEBOTOMY SERVICES #21-0982 6/4/21 M.KAWANA & # 21-1633 8/9/21 P.CLARK (PD)
October 15, 2021	50962	\$ 22,633.75	RRM DESIGN GROUP	GENERAL-WATER-SEWER	MENDOTA CITY HALL & PD STATION CONSTRUCTION DOCUMENTS
October 15, 2021	50963	\$ 215.95	RTL ENTERPRISES, INC.DBA INTERSTATE BATTERIES	GENERAL	(4) ECON & (4) ATCORE 2301 A/P FRESNO COUNTY TAX
October 15, 2021	50964	\$ 549.37	SEBASTIAN	GENERAL	(3.5) HRS LOW VOLTAGE LABOR, TRIP CHARGE, WIRES, SECURITY SERVICES FOR 9/21/2021-10/20/2021
October 15, 2021	50965	\$ 265.45	SIGNMAX	GENERAL	(11) 12X18 EG ALUM RED/WHITE NO ALCOHOL ENG/SPAN PK
October 15, 2021	50966	\$ 1,994.56	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR SEPTEMBER 2021
October 15, 2021	50967	\$ 194.85	TCM INVESTMENTS	GENERAL	MPC3505 RENTAL FOR POLICE DEPARTMENT COPIER 10/1/2021
October 15, 2021	50968	\$ 1,333.25	TELSTAR INSTRUMENTS, INC.	SEWER	MAINTENANCE & REPAIR WWTP (5) HRS WRK (3) OT, TRAVEL
October 15, 2021	50969	\$ 2,040.50	THE BANK OF NEW YORK MELLON	SEWER	MENDOTA JPFA WASTEWATER PERIOD FEE 10/1/21-9/30/22
October 15, 2021	50970	\$ 175.00	THE BUSINESS JOURNAL	GENERAL	LEGAL ADVERTISING FOR ENGINEERING SERVICES ROJAS-PIERCE PARK
October 15, 2021	50971	\$ 75.00	TRANSUNION RISK AND ALTERNATIVE	GENERAL	LAW ENFORCEMENT SEARCH SERVICES 9/1/21-9/30/21
October 15, 2021	50972	\$ 774.25	TRIANGLE ROCK PRODUCTS, LLC	STREETS	WASHED CONCRETE SAND QTY: 18.04 & 18.56 (STREETS), WASHED CONCRETE SAND (STOCK PILE) QTY: 16.70
October 15, 2021	50973	\$ 41.55	GERARDO VACA	GENERAL	10/5/2021 & 10/7/2021 - CSJVRMA - WC
October 15, 2021	50974	\$ 1,208.24	VULCAN MATERIALS COMPANY	STREETS	ST 1/2 HMA TYPE A QTY: 9.86 SPEED HUMPS (STREETS), COLD MIX 3/8 SC8 QTY: 7.96 SPEED HUMPS (STREETS)
October 15, 2021	50975	\$ 13,360.03	WANGER JONES HELSLEY PC ATTORN	GENERAL-WATER-SEWER	LEGAL SERVICES RE:CITY ATTORNEY: SPECIAL SERVICES 8/2021, LEGAL SERVICE RE:CITY ATTORNEY: GENERAL SERVICES
October 19, 2021	50976	\$ 897.54	DNFINC, DBA BOBCAT OF FRESNO	STREETS	INSTALLED NEW GLASS, WIPER AND GAS SHOCK BOBCAT-SKIT STEER
October 19, 2021	50977	\$ 2,828.81	BSK ASSOCIATES	WATER-SEWER	PFAS ANALITIC REPORT- WASTEWATER 8/31/2021, GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 9/28/21
October 19, 2021	50978	\$ 5,296.22	CORE & MAIN LP	WATER	4" BADGER BRONZE COMPOUND METER BID SEQ#10, CSM ENC
October 19, 2021	50979	\$ 1,372.36	D&P ENTERPRISES INC. DBA CRESCO-RESCO	GENERAL-WATER-SEWER	(1) MARS AIR SYSTEMS LOPRO SERIES 2 AIR 72" WIDE, (2) 99-014 MARS STEEL MECHANICAL UNIVERSAL SURFACE
October 19, 2021	50980	\$ 900.00	JOSE GALLARDO	GENERAL	ROJAS-PIERCE PARK-INSTALL (2) 220V 50 AMP OUTLET CORDS
October 19, 2021	50981	\$ 1,600.00	McCROMETER	WATER	WELL #9 SERVICE, REPAIR & TRAVEL EXPENSES 8/10/2020
October 19, 2021	50982	\$ 55,078.23	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES-SEPTEMBER 2021
October 19, 2021	50983	\$ 190.99	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES-(5) STAPLES, (2) PAPER, TAPE, BATTERIES, OFFICE SUPPLIES- (1) PACK KEY TAGS (2) FOLDERS
October 19, 2021	50984	\$ 11,559.33	PG&E	WATER-STREETS	WATER DEPARTMENT UTILITIES-9/13/21-10/11/2021
October 19, 2021	50985	\$ 25.00	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-SEWER-STREETS	DODGE RAM-CM (1)TIRE REPAIR INSIDE PATCH, 2021 ST SWEEPER-(1)TIRE REPAIR & RADIAL LEFT REAR, WATER TANK
October 19, 2021	50986	\$ 60,568.75	SIGNATURE PUBLIC FUNDING	WATER-SEWER	SOLAR GENERATING FACILITIES & INTEGRATED SWITCH GEAR
October 19, 2021	50987	\$ 1,608.58	SITEONE LANDSCAPE SUPPLY LLC	GENERAL	(1) RAIN BIRD FIELD DECODER 2 STATION 2 SOLENOIDS & (2) 4S1
October 19, 2021	50988	\$ 355.97	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT 11/1/21-11/30/21
October 19, 2021	50989	\$ 135.99	STATE OF CALIFORNIA	STREETS	HIT & RUN STATE ROUTE 33 @ BELMONT FLASHER HIT-3RD PARTY
October 19, 2021	50990	\$ 301.00	TRIANGLE ROCK PRODUCTS,LLC	STREETS	3/4IN CL 2 BASE AGG & ASPHALT QTY: 18.29 (STREETS)
October 19, 2021	50991	\$ 934.87	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITYWIDE CELL PHONE SERVICE-9/7/21-10/6/21
October 19, 2021	50992	\$ 1,246.20	VULCAN MATERIALS COMPANY	STREETS	HYBRID HMA AGG & ASPHALT QTY: 10.22 HUMPS ON BLANCO ST. & ST 1/2IN HMA TYPE A QTY:9.19 ST. HUMPS ON KATE ST.
October 19, 2021	50993	\$ 8,501.80	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-WATER-SEWER	LEGAL SERVICES RE: CITY ATTORNEY: GENERAL LEGAL SERVICES 8/15/2021
October 19, 2021	50994	\$ 975.00	ADMINISTRATIVE SOLUTIONS-FRESNO	GENERAL	MONTHLY MEDICAL ADMINISTRATION FEES OCTOBER 2021
October 19, 2021	50995	\$ 5,535.48	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR NOVEMBER 2021

CITY OF MENDOTA
CASH DISBURSEMENTS
10/13/2021-10/19/2021
CHECK# 50921-50996

October 19, 2021	50996	\$ 281,260.00	AMERICAN PAVING COMPANY	WATER	MOWRY BRIDGE REPLACEMENT FINAL PAYMENT
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\$ 641,345.16

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CANCELLATION OF THE NOVEMBER 23RD AND DECEMBER 28TH CITY COUNCIL MEETINGS
DATE: OCTOBER 26, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-83, cancelling the November 23rd and December 28th regular City Council meetings and authorizing the City Manager to execute any necessary warrants?

BACKGROUND

The cancellation of the second meeting in November and December has been the City Council's practice for many years in order to allow time for the Council and staff to spend time with family and friends during the holidays. In addition, during the years where the meetings have not been cancelled, there has been difficulty in obtaining a quorum of the City Council, ultimately leading to the cancellation of the meetings.

ANALYSIS

Staff is requesting that the City Council cancel the Tuesday, November 23, 2021 and the December 28, 2021 regularly scheduled City Council meetings due to the holidays. Aside from the City of Mendota, the cancelling of meetings during the holidays is a common practice followed by other municipalities. This practice is generally due to individuals travelling during these holidays which can result in difficulties in obtaining a quorum at meetings.

In the case that any pressing business was to arise that requires the City Council's action, a special meeting could still be called. Also, the attached resolution will allow the City Manager to approve the necessary warrants for the meeting, which will then be brought to the Council for review and approval at the next regular meeting following the cancelled meeting.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-83, cancelling the November 23rd and December 28th regular City Council meetings and authorizing the City Manager to execute any necessary warrants.

Attachment(s):

1. Resolution No. 21-83

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA CANCELLING
THE NOVEMBER 23rd AND DECEMBER
28th REGULAR CITY COUNCIL MEETINGS
AND AUTHORIZING THE CITY MANAGER
TO EXECUTE ANY NECESSARY WARRANTS**

RESOLUTION NO. 21-83

WHEREAS, the City of Mendota (the "City") is dedicated to the business of ensuring the welfare and safety of its residents; and

WHEREAS, managing assets and caring for those that work for the City, including members of the City Council and various Commissions and its employees, is an integral part of that business; and

WHEREAS, year-end holidays provide much-needed respite as a time for all individuals to spend with family and friends.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the cancellation of the November 23rd and December 28th regular meetings of the City Council this year.

BE IT FURTHER RESOLVED, that the City Council of the City of Mendota authorizes and directs the City Manager to execute all warrants necessary for the operation of the City during those times in which those regularly scheduled meetings would have occurred.

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 26th day of October, 2021, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING AN AGREEMENT WITH THE COUNTY OF FRESNO TO ADMINISTER AND IMPLEMENT THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ANY MATTERS RELATING THERETO
DATE: OCTOBER 26, 2021

ISSUE

Should the City Council approve Resolution No. 21-84, approving an agreement with the County of Fresno to administer and implement the Community Development Block Grant Program and authorize the City Manager to execute the agreement and any matters relating thereto?

BACKGROUND

The U.S. Department of Housing and Urban Development (“HUD”) and the County of Fresno (“County”) provides Community Development Block Grants (“CDBG”) for Partner Cities of Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger and Selma to improve the quality of life in city low- and moderate-income neighborhoods. Each fiscal year, the participating cities are eligible to apply for an annual allocation of CDBG funding based on the County’s formula for each city.

ANALYSIS

The City of Mendota (“City”) submitted an application to the County of Fresno for the expansion of the Rojas-Pierce Park. The County is able to provide \$575,222.00 in CDBG funds needed for the project from the City’s 2020-2021 CDBG allocation (\$171,733.00), from the City’s 2021-2022 CDBG allocation (\$368,260.00), and from the City’s remaining balance of CDBG funds (\$35,229). Since the project is consistent with the objectives of the County’s Consolidated Plan, an agreement has been prepared for approval of the City’s governing board.

The City will use the CDBG funding for installation of new lighting for the soccer and baseball field, retrofit the existing lighting at the Benny Mares Baseball Field, a newly constructed concession stand/restroom with supporting utilities.

FISCAL IMPACT

\$575,222 to the General Fund for the Rojas-Pierce Park Expansion Project.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-84, approving an agreement with the County of Fresno to administer and implement the Community Development Block Grant Program and authorize the City Manager to execute the agreement and any matters relating thereto.

Attachment(s):

1. Agreement between the County of Fresno and the City of Mendota
2. Resolution No. 21-84

1 A G R E E M E N T

2 THIS AGREEMENT ("Agreement") is made this _____ day of _____,
3 2021 ("Effective Date"), by and between the COUNTY OF FRESNO, a political subdivision of the
4 State of California ("County"), and the CITY OF MENDOTA ("City").

5 WITNESSETH

6 WHEREAS, the County has been designated as the sponsoring agency to administer and
7 implement the Community Development Block Grant ("CDBG") Program activities for the County,
8 and its participating cities, in accordance with the provisions of Title I of the Housing and
9 Community Development Act of 1974, as amended, and the laws of the State of California; and

10 WHEREAS, CDBG funding has been made available to the County for housing and
11 community development activities; and

12 WHEREAS, the City has submitted the Mendota Rojas Pierce Park Project No. 20471
13 ("Project") for CDBG funding; and

14 WHEREAS, the City has estimated that the total cost of the Project is \$1,415,433, and the
15 City has committed local funds to the Project in the amount of \$840,211, and is in need of \$575,222
16 in CDBG funding to complete the Project; and

17 WHEREAS, the County can provide \$575,222 in CDBG funds needed for the Project from
18 the City's 2020-2021 CDBG allocation (\$171,733), from the City's 2021-2022 CDBG allocation
19 (\$368,260), and from the City's remaining balance of CDBG funds (\$35,229); and

20 WHEREAS, the Project is consistent with the objectives of the Fresno County Consolidated
21 Plan, including the annual Action Plan.

22 NOW THEREFORE, in consideration of their mutual promises as hereinafter set forth, the
23 City and County agree as follows:

24 I. PROJECT DESCRIPTION, LOCATION AND BUDGET

25 A. The Project consists of expanding Rojas Pierce Park to the west, adding a
26 baseball field, two soccer fields, restroom and concession facilities, and sports field lighting.
27 Irrigation, landscaping, drinking fountains, fencing, shade structures, and appurtenant utilities will
28 be installed. The Project is located on the north side of Smoot Avenue, between Gregg Court and

1 Amador Street, in Mendota. The improvements will provide expanded and improved sports and
2 recreational facilities for the residents of the City.

3 B. The Project site is within the City's existing easements or public rights-of-
4 way.

5 C. The work to be funded with CDBG funds is as follows:

6 1. Obtain all necessary permits.

7 2. Perform all necessary design engineering, including, but not limited
8 to, surveying; testing; preparation of plans, specifications, and cost estimates, bid documents and
9 a cost or price analysis; review of bids and recommendation for award.

10 3. Prepare and advertise Project bid notices and award construction
11 contracts including, but not limited to, the printing of bid documents; publishing of notices; and
12 preparation of bid summary.

13 4. Perform all construction engineering including, but not limited to,
14 shop drawing review and approval; contract change order preparation; surveying; staking;
15 inspection; soil testing; materials testing; preparation of "as-built" drawings; labor compliance; and
16 contract administration.

17 5. Provide related eligible improvements.

18 D. The Project budget is estimated by the City as follows:

19	Construction	\$ 1,040,433
20	Design & Construction Engineering	196,400
	Contingency, Permits & Misc.	<u>178,600</u>
21	Total	\$ 1,415,433

22 E. Notwithstanding the City's estimates described in the above-described
23 Project budget, payments for the Project from CDBG funds shall be limited to the City's actual
24 costs expended by the City, and shall not exceed the total amount of \$575,222.

25 F. The proposed funding for the Project shall be provided from the following
26 sources:

27	CDBG	\$ 575,222
28	Local Financial Contribution	<u>840,211</u>
	Total	\$ 1,415,433

1 G. Prior to any changes that may occur which would modify the scope of the
2 Project, the City shall submit a written request to the County. The City shall send its written request
3 to:

4 Community Development Grants
5 County of Fresno
6 Department of Public Works and Planning
7 Community Development Division
8 2220 Tulare Street, 6th Floor
9 Fresno, CA 93721

10 If the Director of the County Department of Public Works and Planning (“Director”) determines the
11 modified Project is still eligible under the Federal CDBG regulations, the Director is authorized to
12 permit such modifications. The County shall specify in a letter to the City that such modifications
13 to the scope of the Project are authorized, and if the City may proceed.

14 II. OBLIGATIONS OF THE COUNTY

15 A. The County shall reimburse the City up to, but not more than, \$575,222 in
16 CDBG funds for the Project for the City’s performance of its obligations under this Agreement. All
17 funds shall be paid to the City in accordance with Section V-A of this Agreement.

18 B. The County shall review, within thirty (30) calendar days of receipt from the
19 City, the engineer selection process description and summary of the analysis, as prepared by the
20 City, to verify that a competitive process was conducted in accordance with U.S. Department of
21 Housing and Urban Development (HUD) procurement standards. If such conditions have been
22 met, the County shall specify in a letter to the City that these conditions have been met, and that
23 the engineering contract can be awarded.

24 C. The County shall review, within thirty (30) calendar days of receipt from the
25 City, the design plans and specifications for the Project, as prepared by the City, for compliance
26 with Federal regulations, and the total Project cost estimate, to ensure sufficient funds are available
27 to complete the Project. If such conditions have been met, the County shall specify in a letter to
28 the City that these conditions have been met and that the Project can be advertised.

D. The County shall also review, within twenty-one (21) calendar days of
receipt from the City, the name of the low bidder, and cost or price analysis of the low bid proposal
prepared by the City, to determine whether the contractor will be reasonably compensated in

1 accordance with Federal requirements, and to verify the contractor is bonded, and has not been
2 disbarred or suspended from participating in Federal projects. If such conditions have been met,
3 the County shall specify in a letter to the City that these conditions have been met, and that the
4 contract can be awarded.

5 E. The County shall attend the pre-construction meeting between the City and
6 the contractor to discuss labor compliance requirements for the Project, Project monitoring, and to
7 inform the City and contractor that the County will conduct field reviews to ensure labor compliance
8 and other conditions of the construction contract are being met.

9 F. The County shall conduct periodic inspections of the Project, as may be
10 required, in the determination of the County, to ensure that the intended use and group of
11 beneficiaries of the Project have not changed. Upon completion of the Project, but prior to the
12 City's acceptance of the Project, the County shall conduct a final inspection of the Project. If such
13 conditions have been met, the County shall specify in a letter to the City that the conditions of this
14 Section have been met.

15 III. OBLIGATIONS OF THE CITY

16 A. The City shall provide any and all sums of money in excess of \$575,222
17 which may be necessary to complete the Project. For the purposes of awarding the construction
18 of the Project within the Agreement amount, the bid documents should include any proposed
19 additive or deduct alternatives.

20 B. The City shall perform, or cause to be performed, all engineering work
21 required for the Project.

22 C. In selecting an engineer to perform any engineering work required for the
23 Project, the City shall go through a competitive process in accordance with Chapter 4.10 of the
24 Ordinance Code of Fresno County, and HUD procurement standards. Prior to selection of the
25 engineer, the City shall prepare a written description of the process, perform a cost or price
26 analysis, and submit the process description and summary of the analysis to the County
27 Community Development Division for review. The City shall obtain a letter from the County
28 specifying that the conditions of this Section have been met.

1 D. The City shall specify in agreements with its consultants that all engineering
2 work funded with CDBG funds shall become the property of the City upon payment by the City for
3 the cost of such engineering work.

4 E. The City shall furnish evidence, prior to the County's authorization to
5 advertise for bids, that it has free and clear title to all parcels of real property on which Project
6 improvements will be located, with any liens or encumbrances noted, and/or that it has obtained
7 or can obtain all necessary easements, rights-of-way, licenses, permits, and State and local
8 approvals required for the completion of the Project.

9 F. Upon completion of the design engineering, the City shall submit the plans
10 and specifications to the County Community Development Division. The County will ensure
11 Federal CDBG requirements have been adhered to, and review cost estimates to ensure sufficient
12 funds are available. The City shall obtain a letter from the County specifying these conditions have
13 been met, and that the City is approved to advertise for bids to construct the Project.

14 G. The City shall advertise for bids, and shall award the construction contract
15 to the lowest responsible bidder. At least ten (10) calendar days prior to the bid opening, the City
16 shall notify the County of the date, time, and location of the bid opening.

17 H. Within seven (7) calendar days following the bid opening, the City shall
18 furnish the County Community Development Division with the name of the low bidder and cost or
19 price analysis of the low bid proposal prepared by the City, so that the County may verify with the
20 Labor Relations and Equal Opportunity Division of the HUD Area Office that the low bidder is
21 bonded and has not been debarred or suspended from participating in Federal projects, and that
22 the contractor will be reasonably compensated in accordance with Federal requirements. The City
23 shall obtain a letter from the County specifying these conditions have been met, and that the City
24 is approved to award the Project for construction.

25 I. The City shall conduct a pre-construction meeting with the contractor, and
26 shall notify the County Community Development Division at least ten (10) calendar days prior to
27 the meeting, so a representative of the County may attend to discuss CDBG labor compliance
28 requirements for the Project.

1 J. The City shall require the contractor, and all subcontractors, to submit
2 labor compliance documentation, including Certified Payroll, in the manner specified by the
3 County's Labor Compliance Officer, including the use of electronic systems such as
4 LCPtracker.

5 K. Prior to the construction start date, the City shall give written notice thereof
6 to the County Community Development Division.

7 L. All proposed construction contract change orders shall not proceed until
8 prior written approval has been given by the County. Request for approval of a change order(s)
9 shall include a narrative description of the work, a cost or price analysis in accordance with HUD
10 requirements, a map depicting the location of the work addressed with the requested change order,
11 and a written certification from the City that the approval of the change order is consistent with the
12 final construction cost estimate approved by the County. In addition, the City shall certify that the
13 change order is within the scope of the Project and is necessary to complete the Project.

14 M. The City shall send its written description of the engineer selection process,
15 cost or price analyses, design plans, specifications, name of low bidder and low bid proposal,
16 public notices, and all written correspondence to:

17
18 Community Development Grants
19 County of Fresno
20 Department of Public Works and Planning
21 Community Development Division
22 2220 Tulare Street, 6th Floor
23 Fresno, CA 93721

24 N. The City shall comply with the mitigation measures, conditions and notes
25 identified in its Mitigated Negative Declaration, State Clearinghouse Number 2019069051, and in
26 Environmental Assessment No. 8064 (the "Assessment"), which was prepared by the County. A
27 copy of the Assessment shall be provided to the City.

28 O. Upon completion of the Project, the City shall notify the County Community
Development Division, so a representative of the Division can perform an inspection of the Project
to confirm that it was completed in accordance with the scope of work approved and authorized
pursuant to this executed Agreement.

1 P. Upon approval of Project completion by the County, the City shall provide
2 the County Community Development Division with a resolution of acceptance, or similar
3 documentation, demonstrating that the Project was completed in accordance with the scope of
4 work approved and authorized pursuant to this executed Agreement, and any approved
5 subsequent amendments thereto and/or change orders, and that the City has accepted the Project.
6 Prior to the final request for payment, the City shall also provide the County with a copy of the
7 recorded Notice of Completion (NOC), a written summary of all Project work completed with CDBG
8 and other funds, and documentation to demonstrate compliance with Section 3 of the Housing and
9 Urban Development Act of 1968, as amended.

10 Q. During the contract period, the City shall complete and submit annually each
11 June 1, and upon completion of the Project, a Project Outcome Measurement Report (POM) form,
12 a copy of which is attached hereto as Exhibit 1, and incorporated herein by reference. The POM
13 shall contain the following information for the County's Federal reporting purposes to the U.S.
14 Department of Housing and Urban Development (HUD):

- 15 1. Total number of households/persons assisted.
- 16 2. Number of total households/persons assisted that:
 - 17 a. Now have new access to this type of public facility or
18 infrastructure improvement.
 - 19 b. Now have improved access to this type of public facility or
20 infrastructure improvement.
 - 21 c. Now are served by a public facility or infrastructure that is no
22 longer substandard.

23 R. The City shall be responsible for maintenance of the Project after
24 construction is completed, and shall perform such maintenance from non-CDBG resources.

25 S. The City must inform the County in writing of any program income generated
26 by the expenditure of CDBG funds. Any program income generated as a result of the Project must
27 be paid to the County. For purposes of this Agreement, program income is defined as proceeds
28 from the disposition of CDBG-acquired real property, and principal and interest on CDBG loans. If

1 the City contributed financially to the improvement Project, the City may retain a share of the
2 program income in proportion to the City's contribution to the Project, after the City has provided a
3 written accounting acceptable to the County.

4 T. The City must obtain prior written approval from the County before making
5 any modification or change in the use of any real property improved, in whole or in part, using
6 CDBG funds in excess of \$25,000. The City shall provide affected citizens with notice of, and
7 opportunity to comment on, any proposed change to the use of real property improved with CDBG
8 funds. If any real property improved with CDBG funds is sold and/or is utilized by the City for a
9 use which does not qualify under the CDBG Program, the City shall reimburse the County in an
10 amount equal to the current fair market value for the property, less any proportional share thereof
11 attributable to expenditures of non-CDBG funds. These requirements shall continue in effect for
12 five years after the Project is completed in HUD's Integrated Disbursement and Information System
13 (IDIS). In the event the CDBG program is closed out, the requirements of this Section shall remain
14 in effect for activities or property funded with CDBG funds, unless action is taken by the Federal
15 government to relieve the City of these obligations.

16 U. The City acknowledges that the County may periodically inspect the Project
17 to ensure the property is being used as described in this Agreement. The City agrees to provide
18 any necessary information to the County to carry out such inspections. Furthermore, the City
19 agrees to take corrective action if the County determines that modifications to the use and location
20 of the Project have resulted in a violation of the Federal CDBG regulations.

21 IV. CONFORMANCE WITH APPLICABLE LAWS AND REGULATIONS

22 A. The City shall, and shall cause its consultants, contractors, and
23 subcontractors to, comply with all applicable State and Federal laws and regulations governing the
24 Project.

25 B. Whenever the City uses the services of a contractor, the City shall require
26 that the contractor comply with all Federal, State, and local laws, ordinances, regulations, and
27 Fresno County Charter provisions applicable in the performance of their work.

28 C. This Project is subject to the requirements of Section 3 of the Housing and

1 Urban Development Act of 1968, as amended, 12 U.S.C. 1701(u). Accordingly, the City shall
2 require the prime contractor to complete and submit documentation prior to award of the
3 construction contract, and upon Project completion, that compliance with the Section 3 clause has
4 been met.

5 D. Non-Discrimination: The City agrees to comply with the non-discrimination
6 in employment and contracting opportunities laws, regulations, and executive orders referenced in
7 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination
8 provisions in Section 109 of the Housing and Community Development Act of 1974 are still
9 applicable.

10 E. Because the City is receiving at least \$100,000 for this Project from the
11 County's CDBG Program under this Agreement, the City shall complete and submit to the County
12 Community Development Division a "Certification of Payments to Influence Federal Transactions"
13 form and a "Standard Form LLL - Disclosure of Lobbying Activities" form. Likewise, before the City
14 awards a contract using at least \$100,000 of such CDBG funds, the City shall require the
15 consultant and/or contractor and all their sub-consultants and/or subcontractors to complete and
16 submit these two (2) forms described herein to both the City and the County.

17 F. Records Retention: The City shall retain all financial records, supporting
18 documents, statistical records, and all other records pertinent to this Agreement for a period of four
19 (4) years from the date of the submission of the County's consolidated annual performance and
20 evaluation report to HUD in which the activities assisted under this Agreement are reported on for
21 the final time. If there is litigation, claims, audits, negotiations, or other actions that involve any of
22 the records cited, and that have started before the expiration of the four-year record retention
23 period, such records must be retained until completion of the actions and resolution of all issues,
24 or the expiration of the four-year period, whichever occurs later (24 CFR 570.502, 570.503(b)(2),
25 570.506).

26 V. PAYMENT FOR THE PROJECT

27 A. At monthly intervals, the City shall submit a written request to the County for
28 payment of specified costs incurred in the performance of this Agreement. The request for

1 payment shall be accompanied by a written certification from the City that the request for payment
2 is consistent with the amount of work that has been completed, and that said work is in accordance
3 with the contract documents and this Agreement. The request for payment shall also be
4 accompanied by documentation acceptable to the County, such as invoices, or vouchers for
5 services or materials purchased, contractor's costs, or other costs chargeable to the Project. After
6 appropriate review and inspection, the County shall make payment from CDBG funds provided in
7 this Agreement for all eligible costs specified herein up to the maximum amount payable under
8 Section I.

9 B. Any savings realized in the final cost of the Project, due to Project cost
10 and/or scope of work reductions, liquidated damages, or any other reason, shall be used to reduce
11 the amount of this Project paid for with CDBG funds, and shall be credited to the City's CDBG
12 allocation. If the City is required to provide any funds toward the Project, any cost savings shall
13 be first used to reimburse the City for its contribution in excess of the total amount provided by this
14 Agreement.

15 C. Payment for advertising and award shall be based on the actual costs of
16 printing and noticing.

17 D. The County shall not be bound by any agreement between the City and its
18 agents.

19 E. Upon the completion of the Project, the City shall submit to the County
20 Community Development Division a written request for final payment of costs, which shall provide
21 a detailed description of the Project pay items and costs. The County shall not be obligated to
22 make any payments under this Agreement if the request for payment is submitted by the City more
23 than sixty (60) days after the Notice of Completion has been filed with the County Recorder's
24 Office. An extension to the sixty (60) day period may be granted by the Director prior to the
25 deadline if the City can demonstrate just cause for the delay.

26 F. The County may withhold reimbursement to the City until a final POM,
27 recorded NOC, and written summary of all Project work completed with CDBG and other funds,
28 and evidence of compliance with the Section 3 clause, as specified in Sections III-O and IV-C,

1 have been submitted to the County.

2 G. All requests for payment and supporting documentation shall be sent to:

3 Business Manager
4 County of Fresno
5 Department of Public Works and Planning
6 Financial Services Division
7 2220 Tulare Street, 6th Floor
8 Fresno, CA 93721

9 H. The City shall establish accounting and bookkeeping procedures in
10 accordance with standard accounting and bookkeeping practices, including, but not limited to,
11 employee time cards, payrolls, and other records of all transactions to be paid with CDBG funds
12 in accordance with the performance of this Agreement. All records and accounts shall be available
13 for inspection by the County, the State of California, if applicable, the Comptroller General of the
14 United States, and HUD or any of their duly authorized representatives, at all reasonable times,
15 for a period of at least five (5) years following final payment under this Agreement, or the closure
16 of all other pending matters, whichever is later. The City shall certify accounts when required or
17 requested by the County.

18 I. The City, as a sub-recipient of Federal financial assistance, is required to
19 comply with the provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. Sections 7501
20 et seq.). Whenever the City expends and/or receives CDBG funds from the County for the Project,
21 a copy of any audit performed by the City in accordance with said Act shall be forwarded to the
22 County Community Development Grants Program Manager within nine (9) months of the end of
23 any City fiscal year in which funds were expended and/or received for the Project. Failure to
24 perform the requisite audit functions as required by this paragraph may result in the County
25 performing any necessary audit tasks, or, at the County's option, the County contracting with a
26 public accountant to perform the audit. All audit costs related to the City's failure to perform the
27 requisite audit are the sole responsibility of the City, and such audit work costs incurred by the
28 County shall be billed to the City, as determined by County's Auditor-Controller/Treasurer-Tax
Collector. In the event the City is only required to perform an audit under the provisions of the Act
because the City is receiving CDBG funds, the County may perform, or cause to be performed,

1 the required audit, to determine whether funds provided through this Agreement have been
2 expended in accordance with applicable laws and regulations. Any audit-related costs incurred by
3 the County under this provision shall be charged to the County CDBG Program. The City agrees
4 to take prompt and appropriate corrective action on any instance of material non-compliance with
5 applicable laws and regulations.

6 J. The City shall send a copy of the audit to:

7 Community Development Grants
8 County of Fresno
9 Department of Public Works and Planning
10 Community Development Division
11 2220 Tulare Street, 6th Floor
12 Fresno, CA 93721

13 VI. INDEMNIFICATION

14 Each party to this Agreement shall indemnify, defend, and hold harmless the other
15 party, its officers, agents, employees, and representatives, from any and all loss, liability, costs,
16 expenses and damage to persons or property, and from any and all claims, demands and actions
17 in law or equity (including attorney's fees and legal expenses) arising or alleged to have arisen
18 directly from any wrongful acts caused by its respective activities pursuant to this Agreement. The
19 provisions of this Section VI shall survive the termination of this Agreement.

20 VII. TIME OF PERFORMANCE

21 A. The following schedule shall commence on the date this Agreement is
22 executed by the County:

- 23 1. Complete Consultant Engineer Selection Process – December 17,
24 2021.
- 25 2. Complete Design Engineering and Submit to the County for Review
26 – April 22, 2022.
- 27 3. Complete County Review and Approval of Plans – July 8, 2022.
- 28 4. Begin Advertising for Bids – July 22, 2022.
5. Award Contract – September 27, 2022.

B. The Project shall be completed, and Notice of Completion shall be filed with

1 the Fresno County Recorder's Office, no later than March 16, 2023.

2 C. The final POM Report, written summary of all work completed,
3 documentation demonstrating compliance with the Section 3 clause, and request for final payment
4 shall be submitted to the County no later than May 16, 2023.

5 D. The City shall give immediate written notification to the County Community
6 Development Division of any events that occur which may affect the above time schedule and
7 completion date and the time schedule specified in the contract documents, or any event that may
8 have significant impact upon the Project or affect the attainment of the Project's objectives. The
9 Director is authorized to adjust the above schedule if, in the Director's judgment, any delay is
10 beyond the control of the parties involved.

11 E. Time is of the essence in the City's performance of this Agreement.

12 VIII. BREACH OF AGREEMENT

13 In the event the City fails to comply with any of the terms of this Agreement, the
14 County may, at its option, deem the City's failure a material breach of this Agreement, and utilize
15 any remedies permitted by law that the County deems appropriate. Should the County deem a
16 breach of this Agreement material, the County shall immediately be relieved of its obligations to
17 make further payment as provided herein. Termination of this Agreement due to breach shall not,
18 in any way whatsoever, limit the rights of the County in seeking any other legal relief in a court of
19 law or equity, including the recovery of damages. In addition to the Agreement being terminated
20 by the County in accordance with a material breach of this Agreement by the City, this Agreement
21 may also be terminated for convenience by the County in accordance with state and federal law.

22 IX. TERMINATION OF PROJECT

23 A. If the City decides to cancel the Project covered by this Agreement, the City
24 shall submit a request in writing to the County Department of Public Works and Planning,
25 Community Development Division explaining just cause for the request. The Director is authorized
26 to approve such a request if, in the Director's judgment, there is just cause for the Project's
27 cancellation.

28 B. If the City's request to cancel the Project covered by this Agreement is

1 approved by the Director, the City shall promptly return to the County all CDBG funds paid by the
2 County to City pursuant to this Agreement.

3 C. If the Director approves the City's request to cancel the Project, any
4 unexpended CDBG funds budgeted to the Project under this Agreement may be credited to the
5 City's CDBG allocation, as appropriate.

6 X. VENUE; GOVERNING LAW

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

11 XI. ENTIRE AGREEMENT

12 This Agreement constitutes the entire agreement between the City and the County
13 with respect to the subject matter hereof, and supersedes all previous negotiations, proposals,
14 commitments, writings, advertisements, publications, and understandings of any nature
15 whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth
2 on page one of this Agreement.

3

4 CITY OF MENDOTA

COUNTY OF FRESNO

5

6 By: _____
7 City Manager

Steve Brandau, Chairman of the
Board of Supervisors of the
County of Fresno

8

9 Date: _____

Date: _____

10 ATTEST:

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

11

12

13 _____
14 City Clerk, City of Mendota

By: _____
Deputy

15

16 APPROVED AS TO LEGAL FORM:

17

18

City Attorney

19

20

21

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885
PROJECT NO: N20471
ACTIVITY CODE: 7219

REMIT TO:

City of Mendota
Attn: Cristian Gonzales, City Manager
643 Quince Street
Mendota, CA 93640
Telephone: (559) 655-4298

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SW:JA
G:\7205ComDev\Agendas-Agreements\2021\1214_MendotaRojasPiercePark_CDBG20471_AGT.docx
October 13, 2021

27

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Exhibit 1
County of Fresno
Project Outcome Measurement Report

Project #: _____ Project Name: _____

The County of Fresno is required to submit information annually on each project funded with Community Development Block Grant (CDBG) funds, per U.S. Department of Housing and Urban Development (HUD) guidelines. As a recipient of CDBG funds from the County, the County requests that you provide the following information:

1. Years Reported: _____ through _____

2. Enter the number of persons assisted that:
 - a. Now have **new access** to this type of public facility or infrastructure improvement: _____ or N/A
(New access to a public facility or infrastructure is when the facility did not previously exist and is provided for the first time.)

 - b. Now have **improved access** to this type of public facility or infrastructure improvement: _____ or N/A
(Improved access to a public facility or infrastructure is when the facility or infrastructure is improved or expanded, enabling the grantee to expand the number of people or type of service the facility provides.)

 - c. Are served by this public facility or infrastructure improvement that **is no longer substandard**: _____ or N/A
(A public facility or infrastructure is no longer substandard when the CDBG funds were used to meet a quality standard, or measurably improve the quality of the facility or infrastructure.)

(Note: The numbers of persons entered in a, b, and c, above, must add up to the total number of persons entered in question 3.)

3. Total number of persons assisted: _____

4. Please describe the accomplishments made on this project in the past year (i.e. construction progress). If the project is complete, please describe the overall accomplishments made on the project.

Form Completed By: _____

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AGREEMENT WITH THE COUNTY OF
FRESNO TO ADMINISTER AND IMPLEMENT
THE COMMUNITY DEVELOPMENT BLOCK
GRANT PROGRAM AND AUTHORIZING
THE CITY MANAGER TO EXECUTE THE
AGREEMENT AND ANY MATTERS
RELATING THERETO**

RESOLUTION NO. 21-84

WHEREAS, the City of Mendota (“City”) is a participating member in the Fresno County Joint Powers Authority, administered by the County of Fresno (“County”), and eligible to apply for grant funding to support various programs and projects; and

WHEREAS, the City has submitted an application to the County for the expansion of the Rojas-Pierce Park with \$575,222.00 in grant funding available for fiscal years 2020-2021 and 2021-2022; and

WHEREAS, if received, the grant funds will allow the installation of new lighting for the new soccer and baseball fields, retrofit the existing lighting at the Benny Mares Baseball Field, and construct a new concession stand/restrooms with supporting utilities; and

WHEREAS, the proposed Rojas-Pierce Park expansion project is consistent with the objectives of the County’s Consolidated Plan and Community Development Block Program, and the County is ready to move forward by executing an agreement with the City.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves an agreement with the County to administer and implement the Community Development Block Grant Program; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to execute the agreement and any matters relating thereto.

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 26th day of October, 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: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: PROPOSAL FOR CEQA COMPLIANCE DOCUMENT FOR THE PROPOSED NEW CITY HALL & POLICE STATION
DATE: OCTOBER 26, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-85, approving the proposal and consultant services agreement from Provost & Pritchard Consulting Group for CEQA compliance for the proposed new City Hall and Police Station and authorizing the City Manager to execute the documents?

BACKGROUND

The City has proposed to construct a new, two-story City Hall and Police Station at the east corner of 7th Street and Rio Frio Street (APN 013-222-14T). As part of the process prior to taking formal action to “carry out” the project, the City must analyze the project pursuant to the California Environmental Quality Act (CEQA). At this early stage, it appears that the project may qualify for an exemption from CEQA as an In-Fill Development Project. CEQA Guidelines Section 15332 applies to projects that meet certain conditions related to location, size, general plan and zoning consistency, special status species, traffic, noise, air and water quality, and public utilities and services. With information already available, the project appears to meet the criteria regarding location, size, general plan and zoning consistency, water quality, and public utilities and services.

ANALYSIS

Provost & Pritchard proposes to perform analyses regarding biological resources, traffic, noise, and air quality along with a cultural resources investigation and Phase I Environmental Site Assessment (ESA). The cultural resources investigation is intended to ensure that any potential for impacts to historical resources is absent, which may otherwise preclude the project qualifying for a CEQA exemption. The Phase I ESA is proposed at the request of the project architect. For each of the areas studied, a technical memorandum would be prepared for the record.

If the analyses indicate that no significant effects could occur and that no mitigation is required, then the project would qualify for the exemption. If the analyses indicate that mitigation is required in order to avoid significant impacts, then Provost & Pritchard would prepare an Initial Study and proposed Mitigated Negative Declaration (IS/MND) using the technical memoranda as evidence for the City’s conclusions. If the evidence indicates that there could be a potentially significant effect that cannot be mitigated to a less-than-significant level, then an environmental impact report (EIR) would be required; a scope of work and associated fee for the EIR process are not included in the proposal but can be provided if appropriate.

In short, Provost & Pritchard will prepare a series of technical memoranda that will be used in support of either an exemption from CEQA under CEQA Guidelines Section 15332 (In-Fill Development Projects) *or* an IS/MND. The proposal also includes a scope and fee for indirect source review (ISR), a separate process required by the San Joaquin Valley Air Pollution Control District.

FISCAL IMPACT

The base cost of the technical studies is estimated at \$14,600. If the project qualifies for the exemption, it could be completed for an additional \$1,000, for a total of \$15,600. If the project does not qualify for the exemption, the IS/MND would be completed for an additional \$21,500 for a total of \$36,100. The standalone cost of the ISR is \$4,700. Overall, depending upon the level of review required, the cost would range from \$20,300 to \$40,800.

RECOMMENDATION

Staff recommends that the City Council adopts Resolution No. 21-85, approving the proposal and consultant services agreement for CEQA services and authorizing the City Manager to execute the documents.

Attachment(s):

1. Proposal from Provost & Pritchard for Environmental Services for a New City Hall and Police Station
2. Consultant Services Agreement from Provost & Pritchard for Environmental Planning Services for a New City Hall and Police Station
3. Resolution No. 21-85

October 19, 2021

Cristian Gonzalez, City Manager
City of Mendota
643 Quince Street
Mendota, CA 93640

Subject: Environmental Planning Services for a New City Hall and Police Station at the eastern corner of 7th and Rio Frio Streets, Mendota, California

Dear Cristian:

Thank you for the opportunity to submit this proposal to provide environmental planning services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables, and approximate schedules and sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

Provost & Pritchard understands that the City of Mendota (City), is requesting environmental planning assistance to complete the California Environmental Quality Act (CEQA) compliance document for its proposed New City Hall and Police Station to be located on approximately 0.49 acres at the eastern corner of 7th and Rio Frio Streets (APN 013-222-14T) in the City of Mendota (Project). The subject property is a vacant lot substantially surrounded by urban uses.

Scope of Services

Our proposed scope of work for this proposal is segregated into several phases, described below.

Phase TECH: Technical Environmental Studies

Biological Memorandum. Review relevant background information, perform a field survey of the Project area, and prepare a biological memorandum summarizing potential Project impacts to State and federally listed or special status species, habitats, and other sensitive biological resources.

Cultural Resources Review. Request a cultural resources investigation from the Southern San Joaquin Valley Information Center (SSJVIC) at California State University, Bakersfield.

Trip Generation Memorandum. Use the Institute of Traffic Engineers *Trip Generation, 10th Edition* to determine the traffic generated by the proposed project, to include Daily, AM Peak, and PM Peak volumes. If thresholds are met for preparation of a full Traffic Impact Study (TIS), Provost & Pritchard will provide a contract amendment for that study.

Vehicle Miles Traveled Memorandum. Provide analysis of vehicles miles traveled (VMT) utilizing the above-mentioned trip generation memo and a review existing adopted City of Mendota or Statewide thresholds for VMT.

Air Quality Memorandum. Analyze the project's construction and operational emissions using San Joaquin Valley Air Pollution Control District (SJVAPCD) approved modeling software and the above-mentioned trip generation memorandum.

Noise Memorandum. Utilize the Federal Highway Administration's Traffic Noise Model (TNM) version 3.0 and the Trip Generation Memorandum discussed above to model the operational noise levels generated by the project.

Phase I Environmental Site Assessment. Review of federal, State, and local environmental databases listed in ASTM E1527-13 within a one-mile radius of the property along with local agency records. Interview agency personnel and others familiar with the history of the site. Perform a visual inspection and drive-by survey of the property to evaluate if any potentially hazardous conditions exist on the property.

Deliverable:

One (1) electronic copy (PDF) of the each of the above memoranda or studies.

Phase CE: Categorical Exemption

If the Phase TECH analyses do not identify any potentially significant effects or any necessary mitigation, Provost & Pritchard staff will prepare a Categorical Exemption pursuant to CEQA Guidelines Section 15332, In-Fill Development. Following City Council action to carry out the project, we will file the signed notice of exemption with the Fresno County Clerk (including payment of the \$50 filing fee) and the State Clearinghouse.

Deliverable:

One (1) electronic copy of the Categorical Exemption.

Phase MND: Initial Study / Mitigated Negative Declaration

If the Phase TECH analyses above identify any potentially significant effects or any necessary mitigation, an exemption would no longer be applicable and an initial study with a presumed mitigated negative declaration would be needed.

Task 1: Project Kick-off and Tribal Notification

- Participate in one (1) kick-off meeting with the City to finalize communication protocol and project schedule. The City will provide electronic copies of any previously prepared technical reports and any other project background information.
- Prepare a draft letter to notify Native American Tribes in accordance with Public Resources Code Section 21080.3.1 (AB 52). Pursuant to our separate contract as City Planner, we will finalize the letter, print on City letterhead, and mail to the Tribe.

Task 2: Preparation of Administrative Draft IS/MND

- Prepare the Administrative Draft IS/MND pursuant to CEQA Guidelines Appendix G Environmental Checklist incorporating the analyses from Phase TECH.

Task 3: Finalize Draft IS/MND and Technical Documents

- Incorporate one (1) round of consolidated City comments into the document and provide the City with the Draft IS/MND, with insertions, deletions, and formatting changes in strike-through and underline (i.e., Microsoft Word "Track Changes" version).

- Prepare the Notice of Intent (NOI), Notice of Completion (NOC), and Notice of Determination (NOD).
- Publish the NOI and file it with the Fresno County Clerk. We will upload the NOC and Draft IS/NMD and accompanying materials to the State Clearinghouse.
- Following City Council action to carry out the project, we will file the NOD with the Fresno County Clerk and the State Clearinghouse. Does not include payment of the CDFW and County Clerk filings fees totaling \$2,530.25 at the time of this proposal.

Deliverables:

- One (1) electronic copy (PDF) of the AB 52 letter, Administrative Draft IS/MND, Draft IS/MND, NOI, NOC, Final IS/MND, and NOD.

Phase ISR: Indirect Source Review

Using the Air Quality Memorandum from Phase TECH, we will prepare a submittal to the SJVAPCD for Indirect Source Review / Air Impact Analysis (ISR/AIA). Our submittal will include all necessary maps and figures.

Deliverables:

- Submit one hard copy to the Air District.
- One (1) electronic (PDF) copy of the ISR documents to City.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in these Phases for the fixed fee amount listed below. Either Phase CE or Phase MND will be performed following completion of the Phase TECH analyses. Phase ISR will be performed after project approval, but prior to commencement of construction activity. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

Proposed Fee	
Phase	Estimated Fee
Phase TECH	\$14,600
Phase CE	\$1,000
Phase MND	\$21,500
Phase ISR	\$4,700
Total Fee Range:	\$20,300 to \$40,800

If the scope changes materially from that described above, as a result of any agency’s decision or because of design changes requested by City, we will prepare a revised estimate of our fees for your approval before we proceed.

Schedule

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and retainer, and are authorized to proceed, we will begin work. The following phases can be prepared and submitted for review and comment within the timeframes depicted below:

- Technical Studies – Six (6) weeks
- Following approval of the Technical Studies:
 - Categorical Exemption – Two (2) weeks
 - Administrative Draft IS/MND – Twelve (12) weeks
- Indirect Source Review – Two (2) weeks following Project Approval

Assumptions

- Client to provide access to the site for the field surveys and any site visits necessary to complete the scope of work.
- This proposal does not include focused biological surveys, handling of special status species, or documentation beyond what has been described in this scope of work.
- Mutually-agreed-upon modifications to the scope and tasks may modify the contract (i.e., inclusion of additional technical studies, site design, review services, etc.)
- The City will provide one (1) set of consolidated comments on the Administrative Draft IS/MND. Revisions to the document as a result of additional rounds of comments can be prepared through contract amendment.
- Agency review time is out of our control and may have impacts to the overall schedule.
- Application and impact fees to the Air District are not included in the fee.
- The Project deliverables will be provided to the City in electronic and print form at the conclusion of the work or at major milestones during the course of the work.
- A Water Supply Assessment, or a Scoping Meeting, will not be required.
- This does not include any Phase II activities such as soil or water collection or sampling; evaluation of asbestos, lead based paints, PCBs, or radon; or the list of additional issues as described in Section 13.1.5 of ASTM E1527-13. These services can be provided at a later time if deemed necessary and at your request.
- The City will be responsible for providing a name and phone number of the site contact and individuals most familiar with the site, and a title report. In order to qualify for one of the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001, the City must provide answers to the 'User or Buyer Questionnaire' from P&P. Failure to complete this questionnaire could result in a determination that AAI, part of ASTM E1527-13, is not complete.
- The combined costs of the SSJVIC records search and title search will not exceed \$300.00.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Duplication of the document, circulation of the documents to the State Clearinghouse and/or other agencies or entities or filing the NOI or the NOD with the Fresno County Clerk.
- Biological focused surveys, handling of special status species, or documentation beyond what has been described in this scope of work.
- Biological on-site monitoring.
- Any associated permits that may be triggered as a result of the Project.
- Pre-construction and/or Post-construction Biological Surveys
- Nesting Bird Surveys in accordance with the Migratory Bird Treaty Act (MBTA)
- Worker Environmental Awareness Program (WEAP) Training
- Payment of fees associated with the document, unless specifically included in the scope of services above

Terms and Conditions

If this proposal is acceptable, please sign the attached Consultant Services Agreement, and return a copy to our office. This proposal is valid for 60 days from the date above.

Thank you for the opportunity to work with the City on this important project. If you have any questions or comments on this proposal, please contact Jeff O'Neal at (559) 449-2700 or via email at joneal@ppeng.com.

Respectfully,
Provost & Pritchard Consulting Group



Jeff O'Neal, AICP 021890
Project Manager



Heather Bashian, RCE 73075
Vice President

Terms and Conditions Accepted

By Cristian Gonzalez, City of Mendota

Signature

Printed Name

Title

Date

Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.

6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

LIMITATIONS

9. Consultant makes no representations concerning soils or geological conditions unless specifically included in writing in this agreement, or by amendments to this agreement. If Consultant recommends that Client retain the services of a Geotechnical Engineer and Client chooses to not do so, Consultant shall not be responsible for any liability that may arise out of the making of or failure to make soils or geological surveys, subsurface soils or geological tests, or general soils or geological testing.
10. Client acknowledges that, unless specifically stated to the contrary in the proposal's description of services to be provided, Consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job site, or should it in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect Consultant's services, Consultant may, at its option, suspend or terminate work on the project until such time as Client retains a qualified contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrant that the job site is free from any hazard which may result from the existence of such materials.

INDEMNIFICATION

11. To the fullest extent allowed by law, Consultant will indemnify and hold harmless, but shall have no duty to defend Client, its officers, directors, employees, and agents (collectively, the "Client Indemnitees") from, for and against any and all claims, demands, damages, losses, expenses, liabilities, and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Consultant, its subconsultants, or any person or entity for whose acts or omissions any of them are responsible, or by the failure of any such party to perform as required by this Agreement. To the fullest extent allowed by law, Client will indemnify and hold harmless, but shall have no duty to defend Consultant and its officers, directors, employees and agents from, for and against any and all claims, demands, damages, losses, expenses, liabilities and penalties arising out of or relating to the Project, but only to the extent caused by the negligent or other wrongful acts or omissions of Client or any person or entity for whose acts or omissions it is responsible, or by the failure of any such party to perform as required by this Agreement. The obligations and rights of this Section are in addition to other obligations and rights of indemnity provided under this Agreement or applicable law.

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause

pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.

13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

LIMITATION OF LIABILITY

19. **Notwithstanding any other provisions of this Agreement to the contrary, the aggregate liability of the Consultant under this Agreement, whether for breach of contract, tort, strict liability or any other legal theory, will not exceed the total amount of Consultant's compensation for performing services under this Agreement or \$50,000, whichever is greater, however this limitation of Consultant's liability does not apply to third-party claims, or to the Client's reasonable attorneys' fees and expert witnesses' fees and litigation expenses arising out of or related to such third-party claims for which Consultant is liable.**

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

CONSTRUCTION PROJECTS

21. If the scope of services contained in this agreement does not include construction phase services for this project, Client agrees that such construction phase services will be provided by Client or by others. Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against Consultant that may in any way be connected thereto. In addition, Client agrees to indemnify and hold Consultant harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions, except for claims arising from the negligence or other wrongful acts of Consultant, its employees, its subconsultants, or any other person or entity for which Consultant is responsible.
22. Client agrees to include provisions in its contract with the construction contractor to the effect that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or its employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law.
23. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction phase work. If the contractor and/or subcontractors believe there are deficiencies, conflicts, errors, omissions, code violations, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors shall notify Client so those deficiencies may be corrected or otherwise addressed by Consultant prior to the commencement of construction phase work.
24. If, during the construction phase of the project, Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and, at Client's option, retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph.
25. If, due to the Consultant's error, omission or negligence, a required item or component of the Project is omitted from the Consultant's construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. The Consultant will not be responsible for any cost or expense that enhances the value of the Project.

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

OTHER

32. This agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.
33. This agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.
34. Consultant's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. Consultant's or Client's waiver of any breach of this agreement shall not constitute the waiver of any other breach of the Agreement.
35. Client and Consultant agree that if any term or provision of this Agreement is determined to be illegal, in conflict with any law, void or otherwise unenforceable, and if the essential terms and provisions of this Agreement remain unaffected, then the validity of the remaining terms and provisions will not be affected and the offending provision will be given the fullest meaning and effect allowed by law.
36. This agreement shall be governed by and construed in accordance with the laws of the State of California.
37. Within the limits of the approved scope and fee, Consultant may engage the services of any subconsultants when, in the Consultant's sole opinion, it is appropriate to do so. Such subconsultants may include testing laboratories, geotechnical engineers and other specialized consulting services deemed necessary by the Consultant to carry out the scope of the Consultant's services.
38. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with final order or judgment issued by the Bankruptcy Court.
39. This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right, which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the current name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the

responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Client	<u>City of Mendota</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By 
Name	_____	Name <u>Heather Bashian, RCE 73075</u>
Title	_____	Title <u>Vice President</u>
Date Signed	_____	Date Signed <u>10/19/2021</u>

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO APPROVE AND
EXECUTE A PROPOSAL AND CONSULTANT
SERVICES AGREEMENT FROM PROVOST &
PRITCHARD CONSULTING GROUP FOR
PREPARATION OF CEQA COMPLIANCE
DOCUMENTS RELATED TO THE
PROPOSED NEW CITY HALL AND
POLICE STATION**

RESOLUTION NO. 21-85

WHEREAS, the City of Mendota owns that certain real property located at the east corner of 7th Street and Rio Frio Street (Fresno County Assessor's Parcel No. 013-222-14T), more particularly described as Lots 27-32 of Block 66 of the Town of Mendota, recorded February 7, 1894 at Volume 1, Page 18 of Miscellaneous Maps, Fresno County Records; and

WHEREAS, the City of Mendota proposes to construct a new public building on said real property to consist of a City Hall and Police Station ("Project"); and

WHEREAS, as the agency primarily responsible for carrying out the Project, the City is the lead agency under the California Environmental Quality Act ("CEQA"; Public Resources Code section 2100, *et seq.*); and

WHEREAS, prior to a decision to carry out the Project, the City must comply with the provisions of CEQA; and

WHEREAS, the City wishes to engage the services of a consultant for the preparation of the necessary CEQA compliance documents consistent with Public Resources Code section 21082.1; and

WHEREAS, the City has received a proposal for the necessary services from Provost & Pritchard Engineering Group, Inc. (dba Provost & Pritchard Consulting Group); and

WHEREAS, the City Council is satisfied that Provost & Pritchard Consulting Group has the requisite CEQA expertise and understanding of the Project to complete the necessary processes.

NOW, THEREFORE BE IT RESOLVED that the Mendota City Council authorizes the City Manager to approve and execute the proposal and Consultant Services

Agreement with Provost & Pritchard Consulting Group to provide CEQA services related to the City's proposed new City Hall and Police Station.

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 Mendota City Hall on the 26th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: GRANTING AN ACCESS AND USE EASEMENT TO THE UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF RECLAMATION IN CONNECTION WITH THE MOWRY BRIDGE REPLACEMENT PROJECT
DATE: OCTOBER 26, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-86, granting an access and use easement across the Mowry Bridge to the United States Department of the Interior, Bureau of Reclamation (“Reclamation”)?

BACKGROUND

Per the provisions of the Contract for Relocation of Constructed Features Agreement 18-LC-20-2348 entered into on December 18, 2018 by the City and Reclamation, the City agreed to provide access across the reconstructed Mowry Bridge to Reclamation for their use in construction and maintenance vehicle access to their San Joaquin River Restoration Reach 2B project.

ANALYSIS

This is the formal granting of the previously agreed upon access easement.

FISCAL IMPACT

There is no fiscal impact directly resulting from the granting of this easement.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 21-86, authorizing the granting of the easement and authorizing the City Manager and the City Clerk to sign the grant of easement.

Attachment(s):

1. Draft Grant of Easement
2. Resolution No. 21-86

WHEN RECORDED MAIL TO:

U.S. Department of the Interior
Bureau of Reclamation,
California Great Basin Region, CGB-450
2800 Cottage Way
Sacramento, CA 95825-1898

Portion of Fresno APN: 013-020-28

DOCUMENTARY TRANSFER TAX: None
This conveyance is exempt from any
Documentary transfer tax per California
Revenue and Taxation Code Section 11922

*Central Valley Project
Fresno County
Contract 21-LC-20-2930
Page 1 of 8*

**GRANT OF EASEMENT TO
THE UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF RECLAMATION**

This Contract and Grant of Easement (hereinafter “Contract”) made this _____ day of _____, 2021, pursuant to the Reclamation Act of 1902 (32 Stat. 388) and Acts amendatory thereof and supplemental thereto, including the Central Valley Project Act of 1937, and acts amendatory thereof and supplemental thereto, all of which are commonly known and referred to as Federal Reclamation Law along with Title X of the Omnibus Public Land Management Act, Pub. L. No. 111-11, March, 30, 2009 (hereinafter “San Joaquin River Restoration Settlement Act”) and the Central Valley Project Improvement Act, Pub. L. No. 102-575, October 30, 1992 (hereinafter “CVPIA”), is made between the United States of America, acting by and through the Department of the Interior, Bureau of Reclamation (hereinafter “Reclamation” or “Grantee”) and City of Mendota, (hereinafter “Grantor”) (collectively “the Parties”).

WHEREAS, the Parties entered into Contract for Relocation of Constructed Features Agreement 18-LC-20-2348 on December 18, 2018 to exchange with the Grantee access to cross a reconstructed Mowry Bridge over the Fresno Slough at Mendota Pool;

WHEREAS, the Grantee has requested physical legal access to cross the bridge through property owned by the Grantor for the purpose of vehicular access on existing road right-of-way for the construction and long-term operation and maintenance of the Mendota Pool Bypass and Reach 2B Improvements Projects and other Reclamation purposes;

WITNESSTH: The following grant of easement and the following mutual covenants by and between the Parties.

NOW THEREFORE, In consideration of the mutual agreement between and subject to the terms and conditions herein contained, the Parties hereto agree as follows:

For other good and valuable consideration, the Grantor does hereby grant, bargain, convey, sell, and approve the perpetual right to Reclamation for ingress and egress on, over, through, and across the Mowry Bridge, situated in Fresno County, California, and described and depicted in Exhibit "A" and in the diagram Exhibit "B" attached to this Contract; and:

The Grantor, its successors, and its assigns reserve the right to use and enjoy the premises for such limited purposes which will not interfere with the easement, rights, and privileges herein granted to Reclamation, or endanger any of its property, without advance written permission by Reclamation or its assigns. Such reserved rights shall not extend to or include the erection or placement of any building, gate, structure or feature or impediment to vehicular crossing or grant permissions to any party to which would interfere with the terms of this easement.

The Grantor is under no obligation to provide access through other lands to reach this area or provide access to the public.

The Contract herein contained is subject to existing rights-of-way for highways, roads, railroads, canals, laterals, ditches, pipelines, electrical transmission lines, telegraph and telephone lines on, over, and across the lands described in said Exhibit "A", and to any mineral rights of record outstanding in third parties on the date of this Easement.

The Grantor hereby agrees to indemnify and hold harmless Reclamation and its employees, agents, and assigns from any loss or damage and from any liability on account of personal injury, property damage, or claims for personal injury or death arising out of the Grantor's activities under this Easement. Reclamation agrees to hold the Grantor harmless from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities for injury to or death of any person or for loss of or damage to aforesaid property resulting from any negligent act or omission of any employee of Reclamation, or, to the extent permitted by existing law, its contractors, which occurs as a direct result of activities undertaken by Reclamation pursuant to this Easement. Reclamation agrees to cooperate to the extent allowed by law in the submission of claims, pursuant to the Federal Tort Claims Act, against the United States or a third party for personal injury or property damage resulting from the negligent act or omission of any employee or contractor in the course of their employment which occurs as a direct result of activities undertaken by Reclamation pursuant to this Easement.

The rights and obligations of Grantor shall bind and inure to the benefit of Grantor's successors and assigns.

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the parties hereto have caused this Contract and Grant of Easement to be executed the day and date first above written.

ACCEPTANCE BY THE **CITY**,
City of Mendota, a Municipal Corporation of
the State of California

ATTEST BY THE **CITY**,
City of Mendota, a Municipal Corporation of
the State of California

City Manager, Cristian Gonzalez

City Clerk, Celeste Cabrera-Garcia

ACKNOWLEDGEMENT

I, _____, certify that I am the _____ of the limited liability company named herein; and that this instrument was duly signed for and on behalf of said limited liability company by authority of its governing body and is within the scope of its company powers.

Signature: _____

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT OF
Cristian Gonzalez**

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____
(Seal)

ACKNOWLEDGEMENT

I, _____, certify that I am the _____ of the limited liability company named herein; and that this instrument was duly signed for and on behalf of said limited liability company by authority of its governing body and is within the scope of its company powers.

Signature: _____

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT OF
Celeste Cabrera-Garcia**

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)
appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature _____
(Seal)

ACCEPTANCE OF GRANTEE

The foregoing conveyance is hereby accepted by Grantee. Grantee further agrees, by this acceptance, to the sufficiency of the conveyance and to comply with the terms and covenants of the within and foregoing Contract and Grant of Easement. Grantee further agrees by this acceptance to assume and be bound by all the obligations, conditions, covenants, and agreements therein contained.

THE UNITED STATES OF AMERICA

By: _____

Adam M. Nickels
Regional Resources Manager
California-Great Basin - Region 10
Bureau of Reclamation
Department of the Interior

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**ACKNOWLEDGMENT OF
THE UNITED STATES OF AMERICA**

STATE OF CALIFORNIA
County of _____

On _____ before me, _____, personally
(here insert name and title of the officer)

appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
(Seal)

Exhibit A

Exhibit B

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA GRANTING
AN ACCESS AND USE EASEMENT TO THE
UNITED STATES DEPARTMENT OF THE
INTERIOR, BUREAU OF RECLAMATION
IN CONNECTION WITH THE MOWRY
BRIDGE REPLACEMENT PROJECT**

RESOLUTION NO. 21-86

WHEREAS, the United States Department of the Interior, Bureau of Reclamation (“Reclamation”) and the City of Mendota (“City”) entered into Contract for Relocation of Constructed Features Agreement 18-LC-20-2348 on December 18, 2018 to exchange with Reclamation access to cross the reconstructed Mowry Bridge over the Fresno Slough at Mendota Pool; and

WHEREAS, Reclamation has requested physical legal access to cross the Mowry Bridge through property owned by the City for the purpose of vehicular access on existing road right-of-way for the construction and long-term operation and maintenance of the Mendota Pool Bypass and Reach 2B Improvements Projects and other Reclamation purposes.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the access easement across the Mowry Bridge shall be granted; and

NOW, THEREFORE BE IT FURTHER RESOLVED, by the City Council of the City of Mendota that the City Manager and City Clerk are hereby authorized to sign the grant of easement in substantially the form attached hereto.

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 26th day of October, 2021, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AMERICAN RESCUE PLAN ACT OF 2021 FUNDING DISCUSSION
DATE: OCTOBER 26, 2021

ISSUE

Should the City Council provide direction to staff regarding a strategy to expend the American Rescue Plan Act funding?

BACKGROUND

The American Rescue Plan Act of 2021 (ARPA) or also known as, COVID-19 Stimulus Package was enacted on March 11, 2021 by the 117th United State Congress and signed into law by President Joe Biden to speed up the recovery from economic and health effects of the COVID-19 pandemic. Cities and towns that serve populations under 50,000 and did not receive a direct allocation form the U.S. Treasury, are eligible to receive funds to respond to the COVID-19 emergency and mitigate the fiscal effects of COVID-19. Funds must be obligated by December 31, 2024 and expended by December 31, 2026.

The City of Mendota (City) has been categorized in the “Small City Allocations for Non-Entitlement Units of Local Government (NEU). The City needed to submit a request to the state and provide information outlined in recent Treasury guidance as summarized in the Application Process. Pursuant to the Act, the amount distributed to these entities is capped at 75 percent of the entity’s operating budget as of January 27, 2020. The City’s allocation is \$2,753,676 and has received half of the allocation of \$1,376,838. The City has expended \$439,972.49 for premium pay to employees who worked during the start of the pandemic. The City has a balance of \$936,865.51. The second half of the allocation is set to release May 2022. The City will have \$2,313,703.51 to expend in ARPA funding after receiving the final allocation.

ANALYSIS

As a recipient of the funding, the City has substantial discretion to use the award fund in the ways that best suit the needs of our community, as long as such use fits into one of the following four statutory categories:

1. To respond to the COVID-19 public health emergency or its negative economic impacts.
2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to such eligible workers of the recipient, or by providing grants to eligible employers that have eligible workers who performed essential work.

3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenues collected in the most recent full fiscal year of the recipient prior to the emergency; and
4. To make necessary investments in water, sewer, or broadband infrastructure.

At the September 28th, 2021 City Council meeting, the Council expressed interest in projects such as installing a new water well, removing the islands on Lozano Street, removing grass hills at the Rojas-Pierce Park, the backwash project, a message board, a community kiosk and a tow truck, street sweeper, street lighting and more Police Officers. City Staff has proposed funding the additional needed for the Rojas-Pierce Park Expansion. We are proposing an additional 35% increase for inflation. Staff is also proposing other projects for the water reclamation storage and distribution system with new sprinkler system for the Pool Park, or to Mendota Elementary or to the Commercial Cannabis Overlay Zone, body worn cameras, and tasers for the Mendota Police Department. Below is an estimated cost for each project. Please note, the tow truck and operations start at \$300,000 since there will be other costs such as insurance requirements, updating the Mendota Municipal Code, personnel related costs, and other related costs.

Project	Project Cost
Removing Islands on Lozano Street	\$ 504,000.00
Removing Islands on Lozano Street w/Underground Utilities	\$ 2,154,000.00
Install New Water Well	\$ 1,500,000.00
Reclaimed Water Distribution and Sprinkler System for Pool Park	\$ 2,800,000.00
Reclaimed Water Distribution to Mendota Elementary School	\$ 2,500,000.00
Reclaimed Water Distribution to Commercial Cannabis Overlay Zone	\$ 2,000,000.00
Backwash Reclamation	\$ 1,000,000.00
Message Board	\$ 85,000.00
Tow Truck	Starting \$300,000
Install New Lighting/Concession Stand/Restroom	\$ 366,836.08
Body Worn Cameras & Tasers	\$ 158,000.00
Community Kiosk	\$ 10,000.00
(50) Light Fixture w/installation	\$ 375,000.00
Street Sweeper	\$ 300,000.00
(2) Officers (1-Full-Time; 1-Temporary Full-Time) for 3 years	\$ 345,957.35

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council approve the funding for the Rojas-Pierce Park Expansion (\$366,836.08) and direct staff on the next step for developing a strategy on expending the ARPA funding.

Attachment:

1. Potential Project Cost

Project	Address	Description	Project Cost
Removing Islands on Lozano Street	Lozano Street	Remove dirt/planted section of islands on Lozano Street between Gomez & Perez and convert to angled parking.	\$ 504,000.00
Removing Islands on Lozano Street w/Underground Utilities	Lozano Street	Remove islands on Lozano Street. Assign Parking and Replace Underground Utilities	\$ 2,154,000.00
Install New Water Well	BB Property	Install new water well on the BB property	\$ 1,500,000.00
Reclaimed Water Distribution and Sprinkler System for Pool Park	WWTP & Pool Park	Reclaimed water storage and distribution system with new sprinkler system for Pool Park	\$ 2,800,000.00
Reclaimed Water Distribution to Mendota Elementary School	WWTP & 605 Bass Ave	Reclaimed water storage and distribution system to Mendota Elementary School existing irrigation system	\$ 2,500,000.00
Reclaimed Water Distribution to Commercial Cannabis Overlay Zone	WWTP & 420 Belmont Ave	Reclaimed water storage and distribution system to supply water to Commercial Cannabis Overlay Zone	\$ 2,000,000.00
Backwash Reclamation	WTP	Storage tank and pump to save approximately 16 MG per year of filter backwash water	\$ 1,000,000.00
Message Board	TBD	Installing LED message board size 6'x16'	\$ 85,000.00
Tow Truck	TBD	Purchasing (1) tow truck, implementing a program, identifying a property for tow parking lot, personnel expenses	Starting \$300,000
Install New Lighting/Concession Stand/Restroom	Rojas-Pierce Park	Install new lighting/concession stand/restroom, retrofit Benny Mares Baseball lighting; (Cannot complete project W/O)	\$ 366,836.08
Body Worn Cameras & Tasers	N/A	Purchase body worn cameras and tasers for (16)-(5) year plan available with payment option (\$32,000 per year)	\$ 158,000.00
Community Kiosk	City Hall	Install a community digital touchscreen kiosk	\$ 10,000.00
(50) Light Fixture w/installation	City-wide	Install (50) light fixtures/pole at various sites city-wide	\$ 375,000.00
Street Sweeper	N/A	Purchase a new street sweeper	\$ 300,000.00
(2) Officers (1-Full-time; 1-Temporary Full-Time) for 3 years	N/A	Hire (1) Full-time Police Officer with benefits and (1) Temporary Full-Time Officer w/o benefits	\$ 345,957.35

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE FORMATION OF A RECREATION COMMISSION AND CITY COUNCIL
AD HOC SUBCOMMITTEE TO DISCUSS POTENTIAL IMPROVEMENTS TO MENDOTA
POOL PARK
DATE: OCTOBER 26, 2021

ISSUE

Shall the City Council adopt Resolution No. 21-87, approving the formation of a Recreation Commission and City Council ad hoc subcommittee to discuss potential improvements to Mendota Pool Park?

BACKGROUND

As part of the recent discussion regarding the City of Mendota’s American Rescue Plan Act (“ARPA”) of 2021 funding, the City Council inquired about the possibility of making improvements to Mendota Pool Park (“Pool Park”). As part of the discussion, the City Council requested that the Recreation Commission (the “Commission”) discuss the item and the possibility of creating an ad hoc subcommittee (that includes members of the Commission and the City Council) to thoroughly discuss the scope of the proposed Mendota Pool Park improvement project.

At its October 7th regular meeting, the Commission elected to provisionally establish the subcommittee and appointed Vice Chairperson Paul Ochoa and Commissioners Albert Escobedo and Jessica Sanchez to the subcommittee.

ANALYSIS

The proposed subcommittee will consist of two (2) Councilmembers, the three (3) Commissioners, and members of staff. It will be tasked with examining and discussing the potential improvements to Pool Park and developing a recommendation for the City Council regarding the project.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council select two Councilmembers to serve on the subcommittee and adopt Resolution No. 21-87, approving the formation of a Recreation Commission and City Council ad hoc subcommittee to discuss potential improvements to Mendota Pool Park.

Attachment(s):

1. Resolution No. 21-87

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE FORMATION OF A RECREATION
COMMISSION AND CITY COUNCIL AD HOC
SUBCOMMITTEE TO DISCUSS POTENTIAL
IMPROVEMENTS TO MENDOTA POOL PARK**

RESOLUTION NO. 21-87

WHEREAS, the City Council has expressed significant interest in revitalizing Mendota Pool Park (“Pool Park”) and requested that the Mendota Recreation Commission (the “Commission”) provide their input on the matter; and

WHEREAS, on October 7, 2021 the Commission directed staff to form an ad hoc subcommittee of members of the Commission, City Council, and staff to discuss potential improvements to Pool Park, and appointed Vice Chairperson Paul Ochoa and Commissioners Albert Escobedo and Jessica Sanchez; and

WHEREAS, the subcommittee will be tasked with discussing potential improvements to Pool Park and the costs and provide a recommendation to the City Council during open session.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the formation of a Recreation Commission and City Council ad hoc subcommittee to discuss potential improvements to Pool Park and provide a recommendation to the City Council during open session.

BE IT FURTHER RESOLVED, that the City Council hereby appoints _____ and _____ to serve as members of the ad hoc subcommittee.

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 26th day of October, 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
TRANSITIONING CITY COUNCIL MEETINGS
TO IN-PERSON PARTICIPATION AND
ENDING VIRTUAL ATTENDANCE SERVICE
OFFERINGS**

RESOLUTION NO. 21-88

WHEREAS, the City of Mendota (“City”) is dedicated to the business of ensuring the welfare and safety of its residents and the local community; and

WHEREAS, all meetings of the City’s legislative bodies are open and public as required by the Ralph M. Brown Act (Gov. Code, §§ 54950-54963), so that any member of the public may attend, participate, and watch the City’s legislative bodies conduct their business in person where these public meetings are occurring; and

WHEREAS, Governor Newsom signed Assembly Bill 361 (“AB 361”) into law on September 16, 2021, and AB 361 went into effect immediately pursuant to an emergency clause; and

WHEREAS, prior to the expiration of the various Brown Act exemptions provided by Executive Order N-29-20 on October 1, 2021, AB 361 amended Government Code section 54953’s requirements related to teleconference participation in meetings by members of the City’s legislative bodies, subject to certain conditions, permitting members of the City’s legislative body to participate remotely without complying with paragraph (3) of subdivision (b) of Government Code section 54953’s requirements; and

WHEREAS, pursuant to AB 361, the City may use teleconferencing without complying with paragraph (3) of subdivision (b) of Government Code section 54953’s requirements under any of the following circumstances: (1) the City’s legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (2) the City’s legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (3) the City’s legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, during its regular meeting on October 12, 2021, the City Council discussed and considered a resolution regarding whether the present conditions in the City constituted a local emergency such that holding meetings of the City’s legislative

bodies would present imminent risks to the health or safety of attendees such that virtual meetings would be required and the City should exercise its teleconferencing options as amended by AB 361; and

WHEREAS, during its regular meeting on October 12, 2021, the City Council voted not to adopt the resolution discussed above, concluding in-person attendance that is compliant with all applicable State and Local COVID-19 health orders does not present an imminent risk to the health or safety of attendees at this time; and

WHEREAS, transitioning back to in-person meetings and participation in public meetings of the City's legislative bodies will foster more meaningful discussion between the City Council and attendees and contribute to a greater sense of community throughout the City; and

WHEREAS, the City remains committed to monitoring the ongoing effects of the COVID-19 pandemic emergency and will transition back to virtual public meetings pursuant to AB 361 or other applicable State or Local health orders should the need arise.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby announces a transition to full in-person participation at the City's public meetings, and that, as a result, Zoom attendance service offerings will cease on November ____, 2021.

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 26th day of October, 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. 21-16, REGARDING DEFINITIONS AND PERMITTED USES IN THE COMMERCIAL CANNABIS OVERLAY DISTRICT
DATE: OCTOBER 26, 2021

ISSUE

Shall the City Council waive the second reading of and adopt Ordinance No. 21-16, amending Mendota Municipal Code Sections 17.99.020 and 17.99.060 regarding definitions and permitted uses in the Commercial Cannabis Overlay District?

BACKGROUND

In addition to the State of California's Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA), 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 ordinances were enacted, each has been amended on occasion to modify various provisions, remove inconsistencies or conflicts, and streamline processes.

In May 2021, Section 17.99.080 was amended to remove the prohibition on dispensaries within the Commercial Cannabis Overlay District (CCOD). However, certain types of retail establishments are still not expressly allowed within the CCOD, and the City has determined that additional amendments to Chapter 17.99 are necessary. At a regular meeting on September 21, 2021, the Planning Commission adopted Resolution No. PC 21-04, recommending that the City Council adopts the proposed amendments.

At a regular meeting on October 12, 2021, based upon the recommendation of the Planning Commission, the City Council introduced and waived the first reading of Ordinance No. 21-16 and set the public hearing for October 26, 2021.

ANALYSIS

The proposed amendments would add definitions for "non-storefront retail" and "retail" to Section 17.99.020 and add "non-storefront retail" to Section 17.99.060 as a permitted use in the CCOD subject to issuance of a conditional use permit. The intention of these amendments is to clarify the regulations applicable to projects that have already been approved and to more easily facilitate future projects. Additionally, the existing ordinance makes reference to the Bureau of Cannabis Control, which, along with divisions of other State agencies, was recently consolidated into the

new *Department* of Cannabis Control. The proposed changes also include updating that reference, which in and of itself is not a substantive amendment.

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 October 15, 2021 edition of *The Business Journal* and was posted at City Hall.

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. 21-16.

Attachment(s):

Ordinance No. 21-16

**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 17.99 OF TITLE 17 OF THE
MENDOTA MUNICIPAL CODE'S PROVISIONS
REGARDING THE COMMERCIAL CANNABIS
OVERLAY DISTRICT**

ORDINANCE NO. 21-16

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 Mendota Municipal Code (“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 May 25, 2021, the City adopted Ordinance No. 21-08 to remove the CCOD’s blanket ban on cannabis dispensaries as contained in MMC section 17.99.080; and

WHEREAS, the City’s adoption of Ordinance 21-08 was based on the City’s determination that banning cannabis dispensaries within the CCOD is not necessary to promote the health, safety, and welfare of the citizens of the City of Mendota and that

repealing the limitation on cannabis dispensaries within the City allows the City greater control and oversight over the development of its cannabis business community; and

WHEREAS, the City's adoption of Ordinance No. 21-08 was also based on the City's determination that further amendments to Chapter 17.99 of Title 17 of the MMC were 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, on or about September 21, 2021, the City's Planning Commission considered and adopted Planning Commission Resolution No. PC 21-04 recommending the City Council adopt further amendments to Chapter 17.99 of Title 17 of the MMC to make consistent amendments following the City's removal of the ban on cannabis dispensaries within the CCOD; and

WHEREAS, further review and practical application of the MMC's CCOD provisions by City staff have revealed further amendments for consistency regarding the allowance of cannabis dispensaries as permitted uses following the removal of their ban are required; 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:

17.99.010 - Purpose and intent.

A. There is created a commercial cannabis overlay district, the boundaries of which are shown on the map entitled, "Commercial Cannabis Overlay District," which is on file at city hall. Said map is adopted and made a part of this ordinance.

B. This chapter is enacted to preserve and promote the public health, safety, and welfare of the citizens of Mendota, to facilitate the establishment of permitted commercial

cannabis businesses within the city while ensuring that such businesses do not interfere with other lawful land uses, and to provide new sources of revenue to fund city services.

17.99.020 - Definitions.

"Applicant" shall mean the individual or entity applying for a conditional use permit pursuant to the provisions of this section.

"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 Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the California Health and Safety Code.

"Cannabis dispensary" means any facility or location, whether fixed or mobile, where cannabis is offered, provided, sold, made available or otherwise distributed for commercial purposes to more than two persons.

"Cannabis products" 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.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery, or sale of cannabis and cannabis products as provided for in Division 10 of the California Business and Professions Code.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between entities licensed pursuant to Division 10 of the California Business and Professions Code.

"Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

"Non-Storefront Retail" means retail sales of cannabis or cannabis products to customers exclusively via means of delivery by a person authorized to do so by the Department of Cannabis Control.

"Retail" means the retail sale and delivery of cannabis or cannabis products to customers by a person authorized to do so by the Department of Cannabis Control.

"Testing laboratory" or "testing service" means a laboratory, facility, or entity in that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; and (2) licensed by the **Department** ~~bureau~~ of **Cannabis Control**.

17.99.030 - Conflict between regulations.

Where a conflict occurs between the Commercial Cannabis Overlay District and any other section of the zoning code, or any provision of the Mendota Municipal Code, the Commercial Cannabis Overlay District regulations shall prevail.

17.99.040 - Use classifications.

The use classifications allowed in the Commercial Cannabis Overlay District shall be those use classifications allowed in the underlying base zoning district.

17.99.050 - Development standards.

The development standards for all development within the Commercial Cannabis Overlay District shall be those standards of the underlying base zoning district.

17.99.060 - Permitted uses.

A. The following uses shall be permitted in the commercial cannabis overlay district if a conditional use permit is obtained:

1. Cannabis cultivation.
2. Cannabis manufacturing.
3. Cannabis testing services.
4. Cannabis distribution.

5. Non-Storefront Retail.

B. In addition to the findings required by section 17.08.050, the following findings shall also be made before any conditional use permit for commercial cannabis activity is granted:

1. That a development agreement has been entered into by and between the city and the applicant, which is consistent with the provisions of this chapter, promotes the purposes and intent of the commercial cannabis overlay district, and ensures that the property will be used for commercial cannabis activity only.
2. That a cannabis odors plan has been developed to mitigate site odors to the maximum extent feasible using best management practices.
3. That all commercial cannabis activities except cultivation will occur within a fully- or partially-enclosed building, or within a temporary structure, and will not be visible from the property boundary or public right-of-way.
4. That all pesticide use will comply with the state department of pesticide regulations.
5. That a site security plan has been prepared demonstrating sufficient site security measures to prevent all unauthorized access to the site.
6. That a power use plan has been prepared demonstrating sufficient power supply for the proposed use.
7. That the applicant has obtained all necessary state permits and authorizations to engage in the proposed use.
8. That the applicant has provided the city all information required by state authorities pursuant to Division 10 of the California Business and Professions Code.
9. That the applicant will provide the city all information required by the state for any renewal of a state license related to commercial cannabis activity as well as the state licensing authority's decision on any such renewal.
10. That the applicant has consented to the city's inspection, without notice, of any and all records required to be maintained under any local, state, or federal law.
11. That the applicant will immediately provide notice to the city of any suspension or revocation of any state license issued pursuant to Business and Professions Code Section 26050 et seq.

17.99.070 - Conditions of development.

The development agreement required pursuant to Section 17.99.060(B)(1) shall include the following terms:

A. The applicant agrees to pay an annual fee based on the total square footage of the developed portions of the property in an amount as follows:

- 1. Five dollars (\$5.00) per square foot for so long as the developed portions of the property are less than two hundred thousand (200,000) square feet.
- 2. Four dollars (\$4.00) per square foot for so long as the developed portions of the property are between two hundred thousand (200,000) square feet and four hundred ninety-nine thousand, nine hundred ninety-nine (499,999) square feet.
- 3. Mutually agreeable terms between the city and applicant so long as the developed portions of the property are five hundred thousand (500,000) square feet or greater.

B. The fee required pursuant to subdivision (A) shall be paid by the applicant in quarterly installments at times and locations specified by the city, and may not be paid in cash.

C. The applicant shall be responsible for paying the fee required pursuant to subdivision (A) for all developed portions of the property regardless of whether portions of the developed property are leased or otherwise conveyed to third parties. Any transfer of the applicant's interest in the developed property shall not affect the applicant's obligation to pay the fee required pursuant to subdivision (A) unless the recipient assumes the applicant's obligation to pay the fee for all developed portions of the property as required by this Section 17.99.070.

17.99.080 - Reserved.

17.99.090 - Severability.

If any part of this chapter is for any reason held to be invalid, unlawful, or unconstitutional, such invalidity, unlawfulness or unconstitutionality shall not affect the validity, lawfulness, or constitutionality of any other part of this chapter.

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 12th day of October, 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 26th day of October, 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: APPLICATION NO. 21-01, THE LEFT MENDOTA II, LLC COMMERCIAL CANNABIS PROJECT
DATE: OCTOBER 26, 2021

ISSUE

In the matter of Application No. 21-01, the Left Mendota II, LLC Commercial Cannabis Project, shall the City Council:

1. Adopt a mitigated negative declaration pursuant to the California Environmental Quality Act; and
2. Grant an appeal of the denial of a conditional use permit by the Mendota Planning Commission; and
3. Enter into a development agreement?

BACKGROUND

The State of California's Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) is the primary statute that regulates personal, medicinal, and commercial cannabis activity in the state. In addition to MAUCRSA, Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) of the Mendota Municipal Code (MMC) provide regulations applicable to non-personal cannabis activities at the local level. 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 January 15, 2021 the Planning Department received an application from Left Mendota II, LLC requesting entitlements and actions to facilitate the construction and operation of a commercial cannabis cultivation facility. At a regular meeting on September 21, 2021 the Mendota Planning Commission, by a combined roll-call vote of one (1) aye and three (3) noes, denied Resolution Nos. PC 21-05, PC 21-06, and PC 21-07, regarding adoption of a mitigated negative declaration pursuant to the California Environmental Quality Act (CEQA), approval of a conditional use permit, and recommendation to the City Council regarding a development agreement, respectively. The stated rationale for the denials was related to the apparent lack of progress at the existing facility at 1269 Marie Street, which is controlled by some of the same individuals but is a separate project. The applicant filed a timely appeal of the Planning Commission's decision on September 23, 2021; that letter is attached.

At its regular meeting on October 12, 2021, the Council moved to continue this item to its October 26, 2021 regular meeting.

<u>Owner:</u>	Pilibos Sales, Inc.
<u>Applicant:</u>	Left Mendota II, LLC
<u>Representatives:</u>	Chris Lefkovitz
<u>Location:</u>	APN 013-280-29
	See attached map and photo
<u>Site Size:</u>	Approximately 15.05 acres
<u>General Plan:</u>	Light Industrial
<u>Zoning:</u>	M-1/CO (Light Manufacturing with Commercial Cannabis Overlay District)
<u>Existing Use:</u>	Vacant
<u>Surrounding Uses:</u>	North – Industrial uses; M-1 East – Airport, police station; A-D, P-F South – Commercial cannabis uses, industrial uses; M-2/CO West – Industrial uses; M-1
<u>Street Access:</u>	Marie Street via the abutting property to the southeast

The Project Site is currently vacant. The parcel to the immediate southeast is owned by Left Mendota I, LLC and approved for various commercial cannabis activities. APN 013-030-61S to the east contains the remnant infrastructure of the Mendota Biomass (Covanta Energy Corporation) facility, which ceased operation in 2015. The Mendota Police Department and William Robert Johnston Municipal Airport are located to the north and northeast. The San Luis Drain runs south-to-north approximately 400 feet to the east. Across Marie Street to the southwest are the UPRR corridor and various industrial uses.

ANALYSIS

Application No. 21-01 proposes a companion project to the existing commercial cannabis use at 1269 Marie Street via the entitlement of approximately 15 acres (1111 Marie Street; APN 013-280-29) to allow outdoor cannabis cultivation. Cannabis plants would be planted above ground in five- to seven-gallon plastic pots oriented in rows spaced at five-foot intervals. Drip irrigation lines would also be above ground. The Project site is located immediately to the northwest of the existing operation; harvested product from the Project would be processed at the existing indoor facility next door. The Project would connect to the City's municipal water system and is expected to use approximately 9 million gallons or 27 acre-feet of water per year. The site will be graded such that all irrigation water will remain onsite and irrigation timing and duration will be closely monitored to prevent ponding or wastage. Since the irrigation season is opposite of the region's precipitation season and there will not be any impervious surface, there is not anticipated to be any runoff into the City's storm drainage system. The Project does not propose any onsite buildings, including restrooms, so it is not anticipated that any wastewater will be generated and, accordingly, there would be no connection to the City's wastewater system.

Access to the site would be via existing circulation areas on APN 013-280-15; i.e., the Project site would not have direct access to Marie Street. Onsite circulation would consist of a 20-foot-wide, all-weather surface at the site perimeter. The Project site would be enclosed by a six- to eight-foot-high chain link fence with privacy slats or similar obscuring material(s). The fence would be topped with three-strand barbed wire and/or razor wire. As a secondary barrier, electrified fencing with remote monitoring may be installed. Security lighting hooded and oriented toward the center of the property, along with video equipment monitored offsite, would be installed on the top of the fencing.

As currently proposed, an approximately 2.20-acre area at the southeastern corner of the Project site would remain vacant. That area lies within the Runway Protection Zone of the William Robert Johnston Municipal Airport as identified in the 2018 Fresno County Airport Land Use Compatibility Plan (ALUCP). The Project was considered by the Fresno County Airport Land Use Commission (ALUC) at meetings in February and March, 2021. The ALUC determined that, with exclusion of the 2.20-acre area and compliance with Federal Aviation Administration heights requirements, the Project was compatible with the ALUCP.

The Project would employ approximately 20 persons on a year-round basis and an additional 40 persons during planting and harvesting (April through October). Employee commuting would comprise the majority of vehicles trips.

GENERAL PLAN & ZONING

The site is currently designated for Light Industrial (LI) use by the General Plan and is zoned M-1/CO (Light Manufacturing/Commercial Cannabis Overlay District). The M-1 zone allows agricultural uses, and the CO Overlay District facilitates commercial cannabis activities subject to approval of a conditional use permit and a development agreement.

DEVELOPMENT AGREEMENT

Government Section 65867 requires that the planning agency (a role filled in this case by the Planning Commission) and the legislative body (the City Council) conduct public hearings to consider development agreements. However, the law does not expressly state that the Planning Commission must make a specific recommendation to the City Council, only that it conduct a public hearing. Since the Planning Commission denied Resolution No. PC 21-07 as opposed to adopting a resolution recommending that the City Council deny the development agreement, the Planning Commission effectively made no recommendation. Accordingly, the City Council has no formal recommendation of the Planning Commission to consider and may take action on the development agreement as it sees fit.

The Development Agreement (DA), the draft version of which is attached, is largely a contract document but also contain provisions for site development and use related to project entitlements, operations, and allowable cannabis license types, along with discussion of financial considerations. The term of the Agreement is 30 years. During that time, the applicant will pay various public benefit fees to the City:

1. Non-Storefront Payment. An annual payment of \$85,000 for each non-storefront retailer or microbusiness operating on the site.
2. Quarterly Payment. An annual payment of \$250,000 payable in quarterly installments.
3. Square Foot Charge. \$8.00 per square foot of existing buildings on the site occupied by entities actively pursuing commercial cannabis activities.
4. Greenhouse Payment. \$0.50 per square foot of mixed-light structures being actively used.
5. Outdoor Payment. \$0.50 per square foot of outdoor canopy space.

Note that payments would only be required for activities that are actively being performed (i.e., the Project currently proposes only outdoor cultivation, so there would be no Greenhouse Payment). The payments are subject to increases each ten years of the agreement. The agreement also contains provisions for late payment.

CONDITIONAL USE PERMIT FINDINGS

The provisions of MMC Section 17.84.050 require that the following findings be made prior to approval of a conditional use permit. These findings are typically the responsibility of the Planning Commission; however, since this case involves appeal of the Planning Commission denial of a conditional use permit, the responsibility instead falls on the City Council.

FINDING No. 1: THE SITE FOR THE PROPOSED USE IS ADEQUATE IN SIZE AND SHAPE TO ACCOMMODATE SUCH USE AND ALL YARDS, SPACES, WALLS AND FENCES, PARKING, LOADING, LANDSCAPING AND OTHER FEATURES TO ADJUST SUCH USE WITH THE LAND AND USES IN THE NEIGHBORHOOD.

Staff believes that the proposed use is compatible with the surrounding uses. The project does not propose any structures, parking or loading areas, or landscaping. It is an agricultural use enclosed by privacy screening and is consistent with the industrial nature of the area.

FINDING No. 2: THE SITE FOR THE PROPOSED USE RELATES TO STREETS AND HIGHWAYS ADEQUATE IN WIDTH AND PAVEMENT TYPE TO CARRY THE QUANTITY AND KIND OF TRAFFIC GENERATED BY THE PROPOSED USE.

The Project is an expansion of an existing use on an abutting property and will access Marie Street, which is intended to support access to industrial facilities, via that property. The Project is anticipated to generate a limited amount of traffic, most of which will be commuter trips.

FINDING No. 3: THE PROPOSED USE WILL HAVE NO ADVERSE EFFECT ON ABUTTING PROPERTY OR THE PERMITTED USE THEREOF.

Uses on the surrounding properties consist of moderate to heavy industrial uses, the Police Department, the airport, and similar uses. The proposed use is considered to be of less or similar intensity to other uses in the vicinity.

FINDING No. 4: THE CONDITIONS STATED IN THE PROJECT APPROVAL ARE DEEMED NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY, AND GENERAL WELFARE.

The conditions of approval will serve to accommodate the proposed use while protecting the health, safety, and welfare of the public. Conditions of approval are based upon standards contained within the Mendota General Plan and the Mendota Municipal Code, and upon precedent established through review and approval of similar projects. Further, the proposed conditions will serve to implement the goals and objectives of the General Plan, which itself is intended to provide for logical and orderly development of the City in a manner beneficial to its residents.

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 and will have a direct physical effect on the environment. Additionally, Section 15378 expressly includes amendments to a general plan or a zoning ordinance within the definition of “project.”¹

Assembly Bill 52 (AB 52), codified at Public Resources Code section 21080.3.1, et seq., requires that prior to releasing a CEQA document for public review, a lead agency, in this case the City of Mendota, must notify any Native American Tribe that has presented the City with a written request for notification. The City received such a letter from the Santa Rosa Rancheria Tachi Yokut Tribe on August 8, 2016. As a result, the City is obligated to notify Santa Rosa of any project for which it intends to prepare a negative declaration, mitigated negative declaration, or environmental impact report prior to releasing the document for public review.

Tribes have 30 days from receipt of the notice to provide comments or request that the City initiate formal consultation. Within a further 30 days, the City must initiate that consultation, the intention of which is to identify potential impacts to tribal cultural resources and any mitigation that can reduce or eliminate those impacts. Once initiated, there is no limit to the duration of the formal consultation: either mitigation is agreed upon; the parties agree that no mitigation is needed; or one party determines that a good-faith effort has been made to agree, but no agreement is forthcoming. The City mailed notice of the project to Santa Rosa on March 18, 2021 via certified mail. Although the Tribe did not respond within the designated timeframe, a Tribal representative emailed the City Planner on June 7, 2021 requesting that an archeological records search and

¹ Recently clarified by the California Supreme Court regarding zoning in *Union of Medical Marijuana Patients, Inc. v. City of San Diego* (2019) 7 Cal. 5th 1171.

archeological survey be conducted and that the City provide the results of those action to the Tribe. The Project applicant reached out to the Tribe and the parties agreed to include cultural sensitivity training as project mitigation.

Based on the results of the initial study, the City Planner made a preliminary finding on July 7, 2021 that, with implementation of mitigation measures, the project would not have a significant impact on the environment, and that a mitigated negative declaration would be prepared. Also on July 7, 2021, a notice of intent to adopt an initial study/ mitigated negative declaration (IS/MND) was published in *The Business Journal* and filed electronically with the State Clearinghouse.² The notice of intent indicated that the combined initial study/ mitigated negative declaration (“IS/MND”) would be subject to a public review and comment period starting on July 7, 2021 and ending on August 5, 2021. It further stated that the Mendota Planning Commission would consider the CEQA document and other components of the project at a special meeting on August 9, 2021 and that the Mendota City Council would consider the project at a to-be-determined date no sooner than August 24, 2021. Although the August 9 special meeting was cancelled, CEQA does not require that a new or revised notice of intent be provided to advertise the later date. Since this hearing (October 12, 2021) also occurs later than August 24, 2021, no additional notification or public review is required under CEQA.

SCH, having assigned the unique identifier 2021070121 to the IS/MND, distributed the document to numerous State agencies. Additionally, the City provided a digital download link to the County of Fresno, the Fresno County Fire Protection District/CAL FIRE, and Mid Valley Disposal. The City received two formal comments during the review period:

1. Department of California Highway Patrol dated August 2, 2021. CHP expressed concerns about the effects the project could have on public safety and law enforcement. None of the statements in the letter resulted in modifications to the initial study.
2. California Department of Cannabis Control dated August 3, 2021. CDD is a newly-formed agency that combines the previous responsibilities of a number of other agencies related to cannabis regulation in California. DCC has jurisdiction over the issuance of certain cannabis-related licensing and is a responsible agency under CEQA. The letter contained three comments/requests:
 - a. That the IS/MND be modified to acknowledge additional regulatory provisions over which CDFPA has jurisdiction.
 - b. That the IS/MND be modified to address the potential for cumulative impacts.
 - c. That the City advise applicants for cannabis licenses to provide all technical documents to CFDA as part of their license applications.

The CDFPA letter did not suggest that the requested revisions would necessitate recirculation of the IS/MND. The initial study has been updated accordingly.

² Pursuant to Governor’s Executive Order N-80-20, which incorporates by reference EO N-54-20, local filing requirements pursuant to CEQA are conditionally suspended and may be satisfied by filing with the State Clearinghouse.

Additionally, staff received an email from the California Department of Fish and Wildlife (CDFW) on July 12, 2021 asking if a biological survey was conducted for the Project. Staff responded via email that a biological survey had not been prepared and noted that the site is vacant and has no trees, is regularly disked, is fenced on three sides, will not construct and structures or buildings, and is in essence an agricultural use. Photos of the site were provided. CDFW staff acknowledged receipt of that information and did not provide additional comments.

Overall, two mitigation measures were included in the document:

HYD-1 (Offsite Water Use Reduction). Prior to commencement of land use, the City shall identify a list and cost of water conservation and/or recharge projects that would reduce the net increase in water to 1.46 million gallons per year. The applicant shall pay its fair share towards the project(s). Such water conservation projects may include:

- *Funding dishwasher, clothes washer, toilet, or landscape replacement and/or rebate programs.*
- *Identification and elimination of public water system leaks.*
- *Stormwater capture*
- *Construction of recharge basins*

Agriculture irrigation efficiency projects may be funded and implemented in perpetuity by the project proponent.

TCR-1 (Cultural Sensitivity Training). The [Santa Rosa Rancheria Tachi Yokut] Tribe shall make a presentation at the Project site to all onsite workers. The presentation will show typical artifacts from the area and will explain the laws affecting cultural and tribal resources and the responsibilities of the parties regarding discovery of cultural resources or human remains. To facilitate this training, the applicant shall execute the Tribe's Native American Monitoring Contract.

Staff recommends that the City Council adopts the IS/MND and MMRP as provided.

PUBLIC NOTICE

In addition to the CEQA Notice of Intent published and filed on July 7, 2021, notice of the September 21, 2021 Planning Commission public hearing was published in the September 10, 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. Notice of the October 12, 2021 City Council public hearing was published in the September 27, 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. Although the City Council continued the public hearing to its October 26, 2021 regular meeting and thus no additional notice was required, notice was again published in the October 15, 2021 edition of *The Business Journal*, individually mailed to property owners within 300 feet of the project site, and was posted at City Hall.

FISCAL IMPACT

Review and processing of the planning applications, engineering plans, and building plans are paid for by the applicant, and the project is responsible for payment of development impact fees. As discussed, the project will be responsible for payment of various public benefit fees that can amount to hundreds of thousands of dollars or more annually. Building fees will be determined when a building permit is requested.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopts Resolution No. 21-81, adopting a mitigated negative declaration and mitigation monitoring and reporting program and determining that, with mitigation incorporated, the project will not result in a significant effect on the environment.
2. Adopts Resolution No. 21-82, ruling on the applicant's appeal of the Mendota Planning Commission's denial of the conditional use permit.
3. Introduces and waives the first reading of Ordinance No. 21-17, which would enter the City into a development agreement with Left Mendota II, LLC.

Attachment(s):

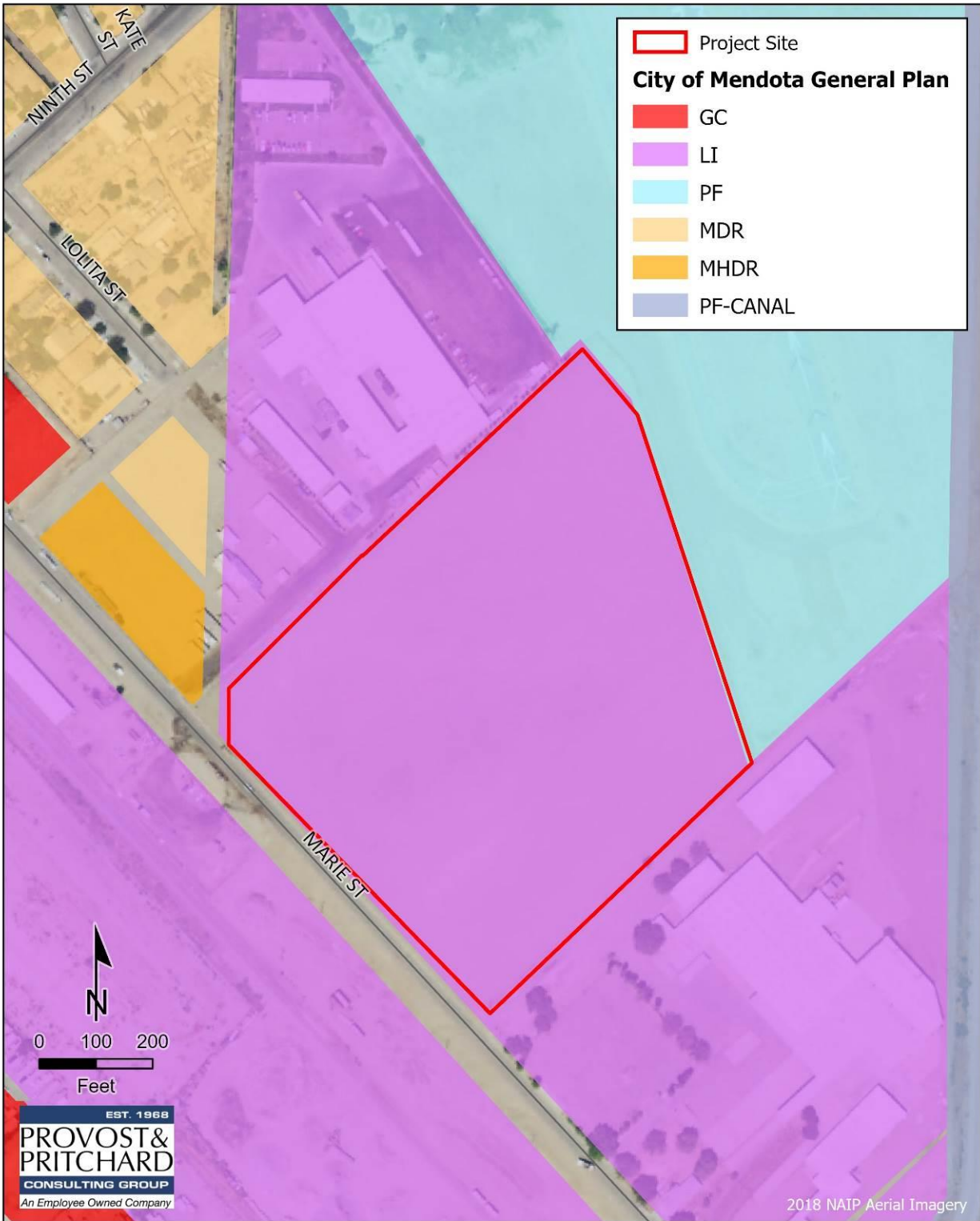
1. Aerial photo and site depiction
2. General Plan Exhibit
3. Zoning Exhibit
4. Assessor's Parcel Map
5. Site Plan
6. Initial Study
7. Appeal letter
8. Resolution No. 21-81
9. Resolution No. 21-82
10. Ordinance No. 21-17

AERIAL PHOTO AND SITE DEPICTION



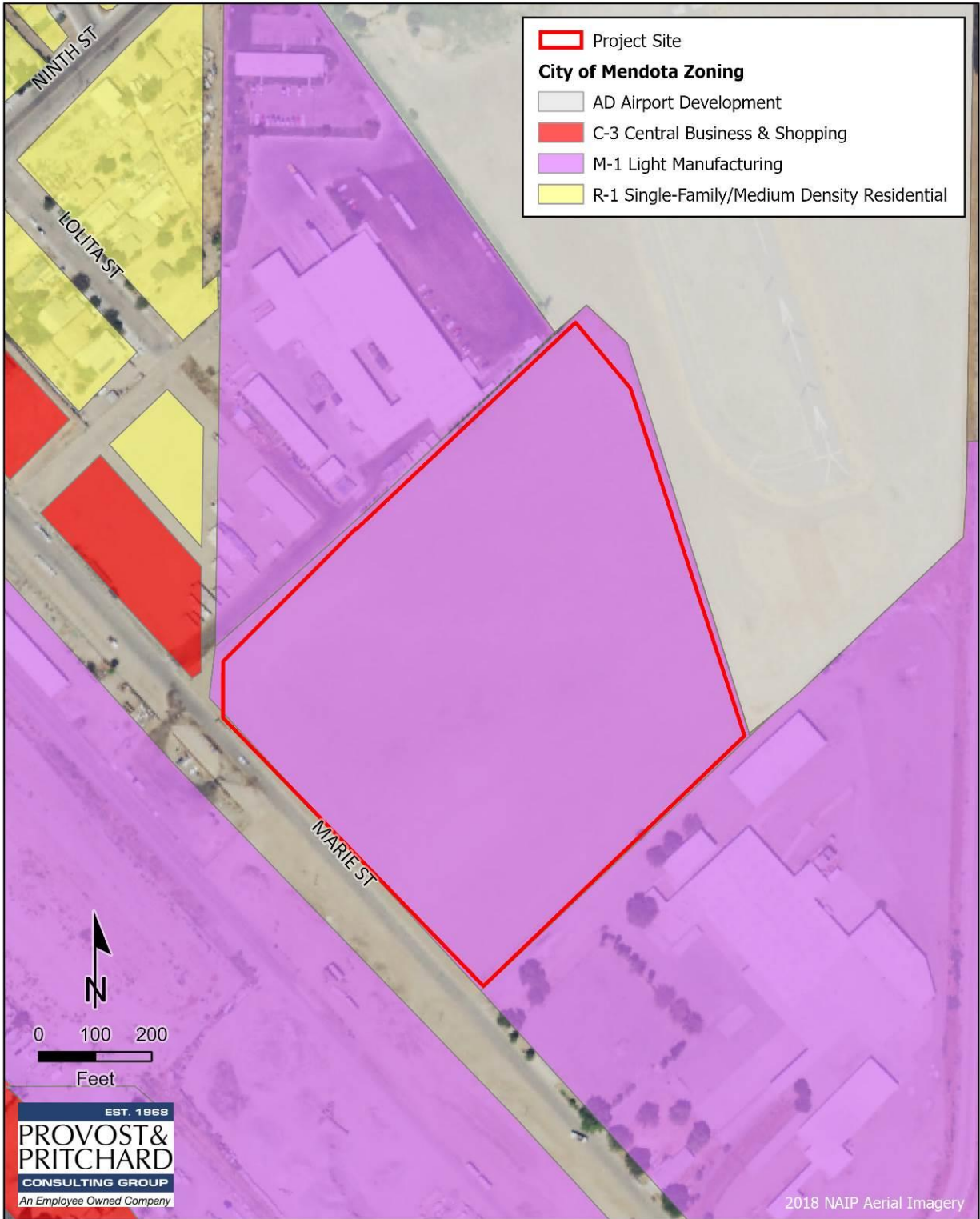
9/16/2021 : G:\Mendota_City of 3336\3336 On-Going Planning Services\City Project Files\333621005-2101 - 21-01 - Left Mendota II Entitlements\GIS\Map\CEQA.aprx

GENERAL PLAN EXHIBIT



6/16/2021 : G:\Mendota_City of 3336\3336 On-Going Planning Services\City Project Files\333621005-2101 - 21-01 - Left Mendota II Entitlements\GIS\Map\CEQA.aprx

ZONING EXHIBIT



6/16/2021 : G:\Mendota_City-of-3336\3336 On-Going Planning Services\City Project Files\333621005-2101 - 21-01 - Left Mendota II Entitlements\GIS\Map\CEQA.aprx

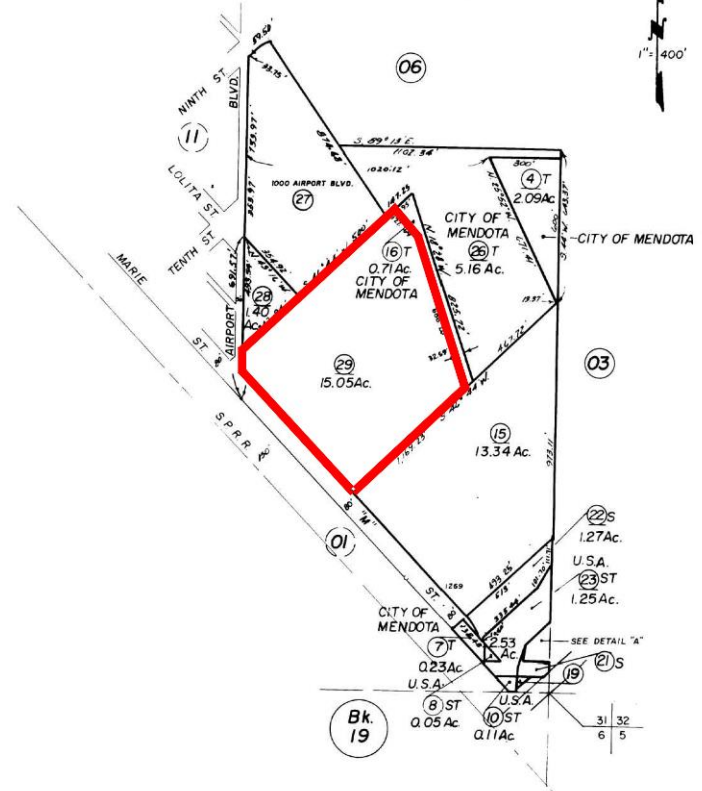
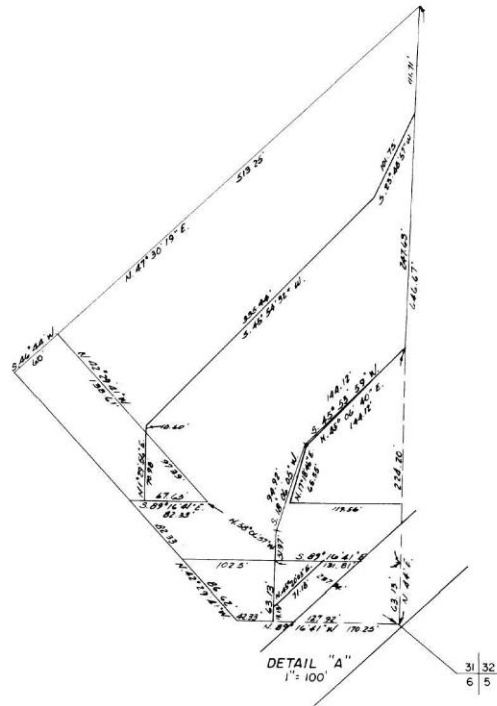
ASSESSOR'S PARCEL MAP

— NOTE —
 This map is for Assessment purposes only.
 It is not to be construed as portraying legal
 ownership or divisions of land for purposes
 of zoning or subdivision law.

POR. SEC. 31, T 13 S., R. 15 E. M.D.B. & M.

Tax Area
 12-010
 12-013

13-28



Assessor's Map Bk. 13 -Pg. 28
 County of Fresno, Calif.

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

 Project

Application No. 21-01
 APN 013-280-29

Left Mendota II, LLC
 1111 Marie Street

1970

City of Mendota

Application No. 21-01 – Left Mendota II Commercial Cannabis Project

Final Initial Study / Mitigated Negative Declaration

October 2021

City of Mendota
643 Quince Street
Mendota, CA 93640



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Acronyms and Abbreviations

AB	Assembly Bill
AFY	acre-feet/year
ALUCP	Airport Land Use Compatibility Plan
BPS	Best Performance Standards
CAL FIRE	California Department of Forestry and Fire Protection
CalEEMod	California Emissions Estimator Model (software)
CAP	Climate Action Plan
CCAP	Climate Change Action Plan
CDFW	California Department of Fish and Wildlife
City	City of Mendota
County	County of Fresno
CUP	Conditional use permit
CVRWQCB	Central Valley Regional Water Quality Control Board
DA	Development agreement
DOGGR	Division of Oil, Gas and Geothermal Resources
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
EPA	Environmental Protection Agency
FEMA	Federal Emergency Management Agency
GHG	Greenhouse gas
GSP	Groundwater Sustainability Plan
HUC	Hydrologic Unit Code
IS	Initial Study
IS/MND	Initial Study/Mitigated Negative Declaration
km	kilometers
M-1	Light Industrial
mgd	million gallons per day
MMRP	Mitigation Monitoring and Reporting Program
MND	Mitigated Negative Declaration
MRZ	Mineral Resource Zone
NAAQS	National Ambient Air Quality Standards
ND	Negative Declaration
NEPA	National Environmental Policy Act

Acronyms and Abbreviations

Application No. 21-01 – Left Mendota II Commercial Cannabis Project

NO _x	nitrogen oxides
O ₃	ozone
Pb	lead
PG&E	Pacific Gas and Electric Company
PM ₁₀	particulate matter 10 microns in size
PM _{2.5}	particulate matter 2.5 microns in size
ppb	parts per billion
ppm	parts per million
Reclamation	U.S. Bureau of Reclamation
SB	Senate Bill
SJVAB	San Joaquin Valley Air Basin
SJVAPCD	San Joaquin Valley Air Pollution Control District
SMARA	Surface Mining and Reclamation Act
SO ₂	sulfur dioxide
SR	State Route
SWRCB	State Water Resources Control Board
TAC	Toxic Air Contaminants
TPY	Tons Per Year
USFWS	U.S. Fish and Wildlife Service
µg/m ³	micrograms per cubic meter

Chapter 1 Introduction

The City of Mendota (City) has prepared this Initial Study/Mitigated Negative Declaration (IS/MND) to address the environmental effects of the Application No. 21-01, the Left Mendota II Commercial Cannabis Project (Project). This document has been prepared in accordance with the California Environmental Quality Act (CEQA; Public Resources Code Section 21000, *et seq.*) and the State CEQA Guidelines (CEQA Guidelines; California Code of Regulations Title 14, Chapter 3, Section 15000, *et seq.*). The City is the CEQA lead agency for this Project.

The site and the proposed Project are described in detail in the **Chapter 2 Project Description**.

1.1 Regulatory Information

An Initial Study (IS) is a document prepared by a lead agency to determine whether a project may have a significant effect on the environment. In accordance with CEQA Guidelines Section 15064(a)(1), an environmental impact report (EIR) must be prepared if there is substantial evidence in light of the whole record that the proposed Project under review may have a significant effect on the environment and should be further analyzed to determine mitigation measures or project alternatives that might avoid or reduce project impacts to less than significant levels. A negative declaration (ND) may be prepared instead if the lead agency finds that there is *no* substantial evidence in light of the whole record that the project may have a significant effect on the environment. An ND is a written statement describing the reasons why a proposed Project, not otherwise exempt from CEQA, would not have a significant effect on the environment and, therefore, why it would not require the preparation of an EIR (CEQA Guidelines Section 15371). According to CEQA Guidelines Section 15070, a ND or *mitigated* ND shall be prepared for a project subject to CEQA when either:

- a. The IS shows there is no substantial evidence, in light of the whole record before the agency, that the proposed Project may have a significant effect on the environment, or
- b. The IS identified potentially significant effects, but:
 1. Revisions in the project plans or proposals made by or agreed to by the applicant before the proposed MND and IS is released for public review would avoid the effects or mitigate the effects to a point where clearly no significant effects would occur is prepared, and
 2. There is no substantial evidence, in light of the whole record before the agency, that the proposed Project *as revised* may have a significant effect on the environment.

1.2 Document Format

This IS/MND contains four chapters. **Chapter 1 Introduction**, provides an overview of the proposed Project and the CEQA process. **Chapter 2 Project Description**, provides a detailed description of proposed Project components and objectives. **Chapter 3 Impact Analysis**, presents the CEQA checklist and environmental analysis for all impact areas, mandatory findings of significance, and feasible mitigation measures. If the proposed Project does not have the potential to significantly impact a given issue area, the relevant section provides a brief discussion of the reasons why no impacts are expected. If the proposed Project could have a potentially significant impact on a resource, the issue area discussion provides a description of potential impacts, and appropriate mitigation measures and/or permit requirements that would reduce those impacts to a less than significant level. **Chapter 3** concludes with the Lead Agency's determination based upon this initial evaluation. **Chapter 4 Mitigation Monitoring and Reporting Program** (MMRP), provides the proposed mitigation measures, implementation timelines, and the entity/agency responsible for ensuring implementation.

Chapter 2 Project Description

2.1 Project Background and Objectives

2.1.1 Project Title

Application No. 21-01 – Left Mendota II Commercial Cannabis Project

2.1.2 Lead Agency Name and Address

City of Mendota
643 Quince Street
Mendota, CA 93640

2.1.3 Contact Person and Phone Number

Lead Agency Contact
Jeffrey O’Neal, AICP
City Planner
559.655.3291

Project Applicant
Left Mendota II, LLC
Chris Lefkovitz, Managing Partner
866.500.3838

2.1.4 Project Location

The Project is located in southeastern Mendota, approximately 162 miles southeast of Sacramento and 137.1 miles northwest of Bakersfield (see **Figure 2-1**). The Project site consists primarily of Fresno County Assessor’s Parcel Number 013-280-29 (see **Figure 2-2**); abutting parcels are also affected in a limited fashion as described below. State Route 180/Oller Street runs northwest to southeast and is approximately 850 feet southwest of the Project site. State Route 33/Derrick Avenue runs north-south and is approximately 4,000 feet west of the Project site. The Project site is situated in Section 31, Township 13 South, Range 15 East, Mount Diablo Base & Meridian.

2.1.5 Latitude and Longitude

The approximate centroid of the Project area is 36° 45' 10.39" North, 120° 22' 17.91" West.

2.1.6 General Plan Designation

The Project site is designated Light Industrial.

2.1.7 Zoning

The Project site is zoned M-1/CO, Light Manufacturing with Commercial Cannabis Overlay District.

2.1.8 Description of Project

2.1.8.1 Project Background and Purpose

Since 2017, the City has adopted two cannabis control ordinances and processed various amendments to those ordinances in order to attract and accommodate commercial cannabis activities, which it views as a mechanism to increase employment and provide direct revenue to the City via cannabis regulatory fees. In 2018, the City of Mendota Planning Commission and City Council took actions, respectively, to approve a conditional use permit (CUP) and a development agreement (DA) authorizing the then-applicant to renovate and convert existing structures and facilities at 1269 Marie Street (APNs 013-162-14S and 013-280-15, 19, 21S, and 22S) for commercial cannabis activities, including indoor cultivation, processing, distribution/delivery, and other uses allowed under the Medicinal and Adult Use Cannabis Regulatory and Safety Act and the City's ordinances. In December 2020 and January 2021, the CUP and DA were amended at the request of the current applicant to authorize the construction of approximately 2.0 acres of mixed-light greenhouses on APN 013-280-15.

2.1.8.2 Project Description

Application No. 21-01 proposes to expand the existing commercial cannabis use at 1269 Marie Street via the entitlement of approximately 15 acres (1111 Marie Street; APN 013-280-29) to allow outdoor cannabis cultivation. Cannabis plants would be planted above ground in five- to seven-gallon plastic pots oriented in rows spaced at five-foot intervals. Drip irrigation lines would also be above ground. The Project site is located immediately to the northwest of the existing operation; harvested product from the Project would be processed at the existing indoor facility next door. The Project would connect to the City's municipal water system and is expected to use approximately 9 million gallons or 27 acre-feet of water per year. The site will be graded such that all irrigation water will remain onsite and irrigation timing and duration will be closely monitored to prevent ponding or wastage. Since the irrigation season is opposite of the region's precipitation season and there will not be any impervious surface, there is not anticipated to be any runoff into the City's storm drainage system. The Project does not propose any onsite buildings, including restrooms, so it is not anticipated that any wastewater will be generated and, accordingly, there would be no connection to the City's wastewater system.

Access to the site would be via existing circulation areas on APN 013-280-15; i.e., the Project site would not have direct access to Marie Street. Onsite circulation would consist of a 20-foot-wide, all-weather surface at the site perimeter. The Project site would be enclosed by a six- to eight-foot-high chain link fence with privacy slats or similar obscuring material(s). The fence would be topped with three-strand barbed wire and/or razor wire. As a secondary barrier, electrified fencing with remote monitoring may be installed. Security lighting hooded and oriented toward the center of the property, along with video equipment monitored offsite, would be installed on the top of the fencing.

As currently proposed, an approximately 2.20-acre area at the southeastern corner of the Project site would remain vacant. That area lies within the Runway Protection Zone of the William Robert Johnston Municipal Airport as identified in the 2018 Fresno County Airport Land Use Compatibility Plan. See **Section 3.10**, Hazards and Hazardous Materials for further discussion. This document accounts for the possibility of future use of the 2.20-acre area should regulations change or the land otherwise be permitted to develop. The application includes amendments to the previously-approved CUP and DA to incorporate the proposed activities.

2.1.8.3 Operation and Maintenance

The Project site would be fully operational 24 hours a day, seven days a week, although only security would be present outside of normal business hours (approximately 9:00 am to 6:00 pm). The facility will be closed to the public, so persons entering and exiting the facility will be employees. The primary duties performed by the employees will be to plant, maintain, and harvest the crops. The equipment used for cultivation of the crops is not currently known, although the applicant expects operations to be conducted by hand. The applicant expects

Chapter 2 Project Description

Application No. 21-01 – Left Mendota II Commercial Cannabis Project

to hire approximately 15 local residents to operate and maintain the facility. This will provide economic benefits to the City and its residents. Throughout its operation, the Project would be subject to the requirements set by the Department of Cannabis Control for licensing, regulation, and enforcement of commercial cultivation activities, as defined in the Medicinal and Adult Use Cannabis Regulation and Safety Act.

2.1.9 Site and Surrounding Land Uses and Setting

William Robert Johnston Municipal Airport abuts the site to the northeast. To the immediate northwest and southeast are industrial developments. The Southern Pacific Railroad is across and parallel to Marie Street to the southwest. Various residential uses are located across the rail corridor and to the northwest of the abutting industrial uses.

See **Figure 2-5** and **Figure 2-6** for the zoning and general plan designations, respectively.

2.1.10 Other Public Agencies Whose Approval May Be Required

The Project may require the following discretionary actions and approvals by regional and/or State agencies:

- Department of Cannabis Control (DCC)
- State Water Resources Control Board (SWRCB)
- Central Valley Regional Water Quality Control Board (CVRWQCB)
- Department of Fish and Wildlife (CDFW)
- Fresno County Department of Environmental Health
- San Joaquin Valley Air Pollution Control District (SJVAPCD)
- Central Valley Flood Protection Board

2.1.11 Consultation with California Native American Tribes

Public Resources Code Section 21080.3.1, *et seq.* (codification of AB 52, 2013-14) requires that a lead agency, within 14 days of determining that it will deem a project application complete, must notify in writing any California Native American Tribe traditionally and culturally affiliated with the geographic area of the project if that Tribe has previously requested notification about projects in that geographic area. The notice must briefly describe the project and inquire whether the Tribe wishes to initiate request formal consultation. Tribes have 30 days from receipt of notification to request formal consultation. The lead agency then has 30 days to initiate the consultation, which then continues until the parties come to an agreement regarding necessary mitigation or agree that no mitigation is needed, or one or both parties determine that negotiation occurred in good faith, but no agreement will be made.

The City has received written correspondence from the Santa Rosa Rancheria Tachi Yokut Tribe pursuant to Public Resources Code Section 21080.3.1 requesting notification of proposed projects. The City notified the Tribe about the Project on March 24, 2021. The results of the correspondence are detailed in **Section 3.19**, Tribal Cultural Resources.



Figure 2-1. Regional Vicinity Map



Figure 2-2. Area of Potential Effect Map

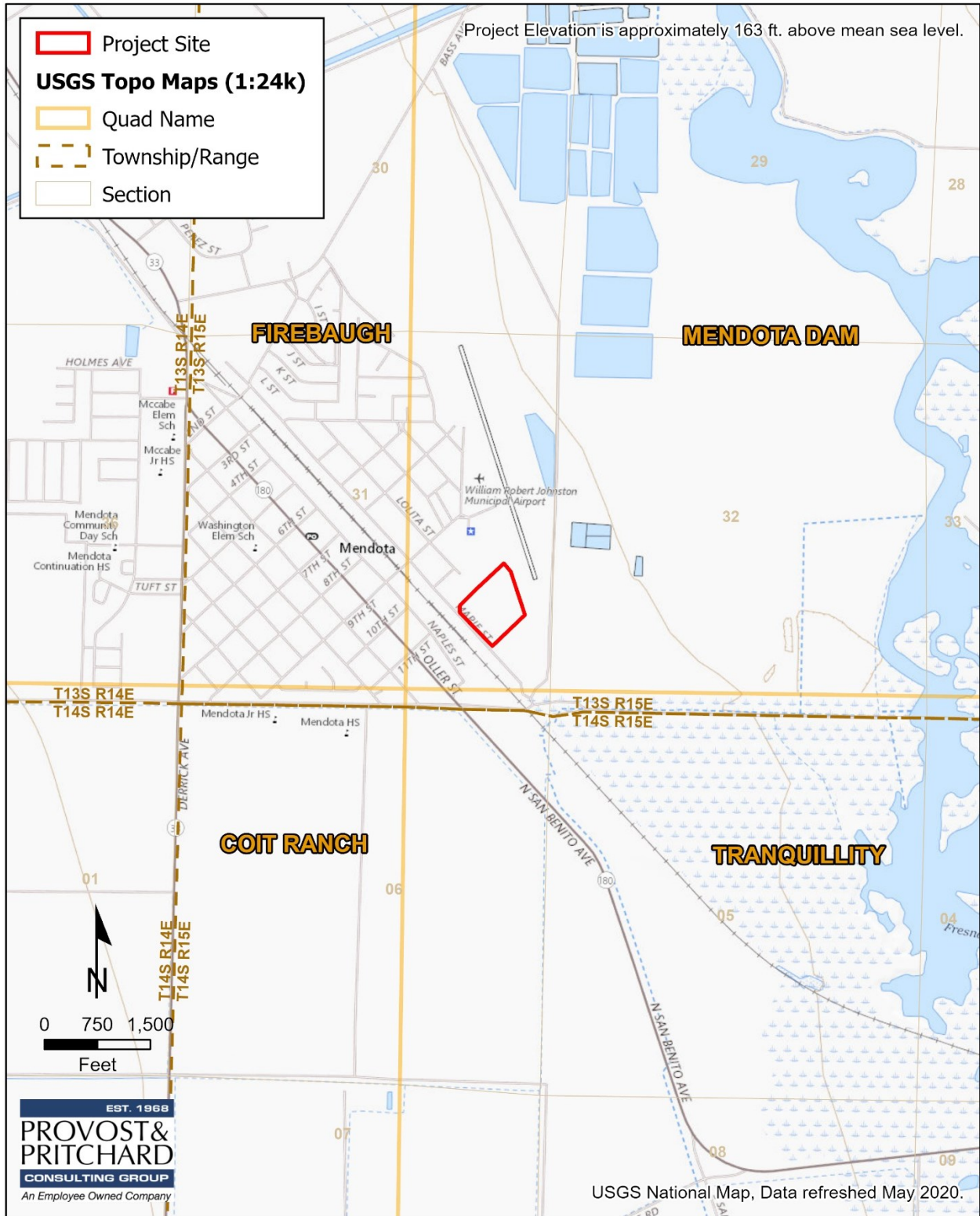


Figure 2-3. Topographic Quadrangle Map

Chapter 2 Project Description
 Application No. 21-01 – Left Mendota II Commercial Cannabis Project

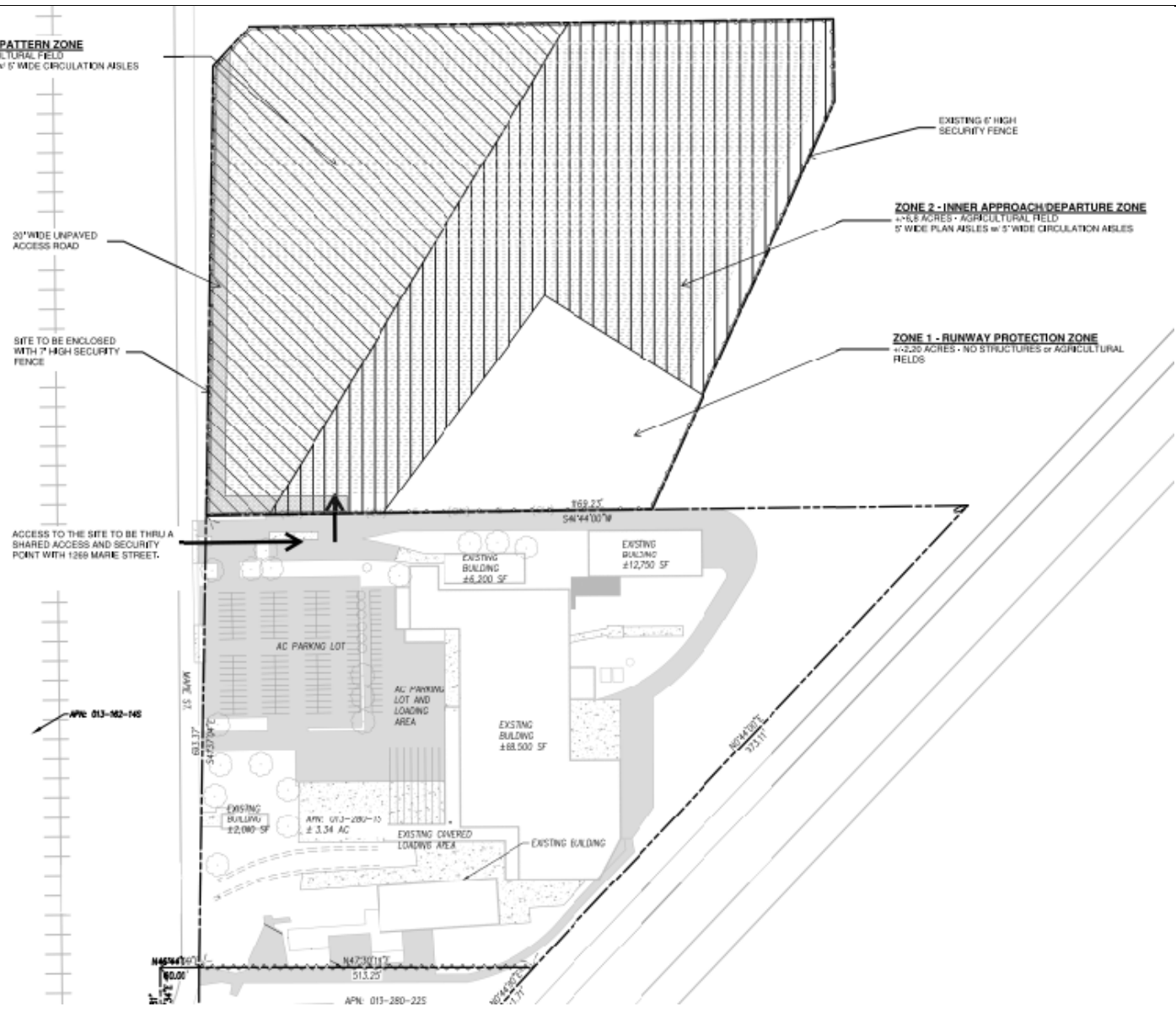


Figure 2-4. Site Plan

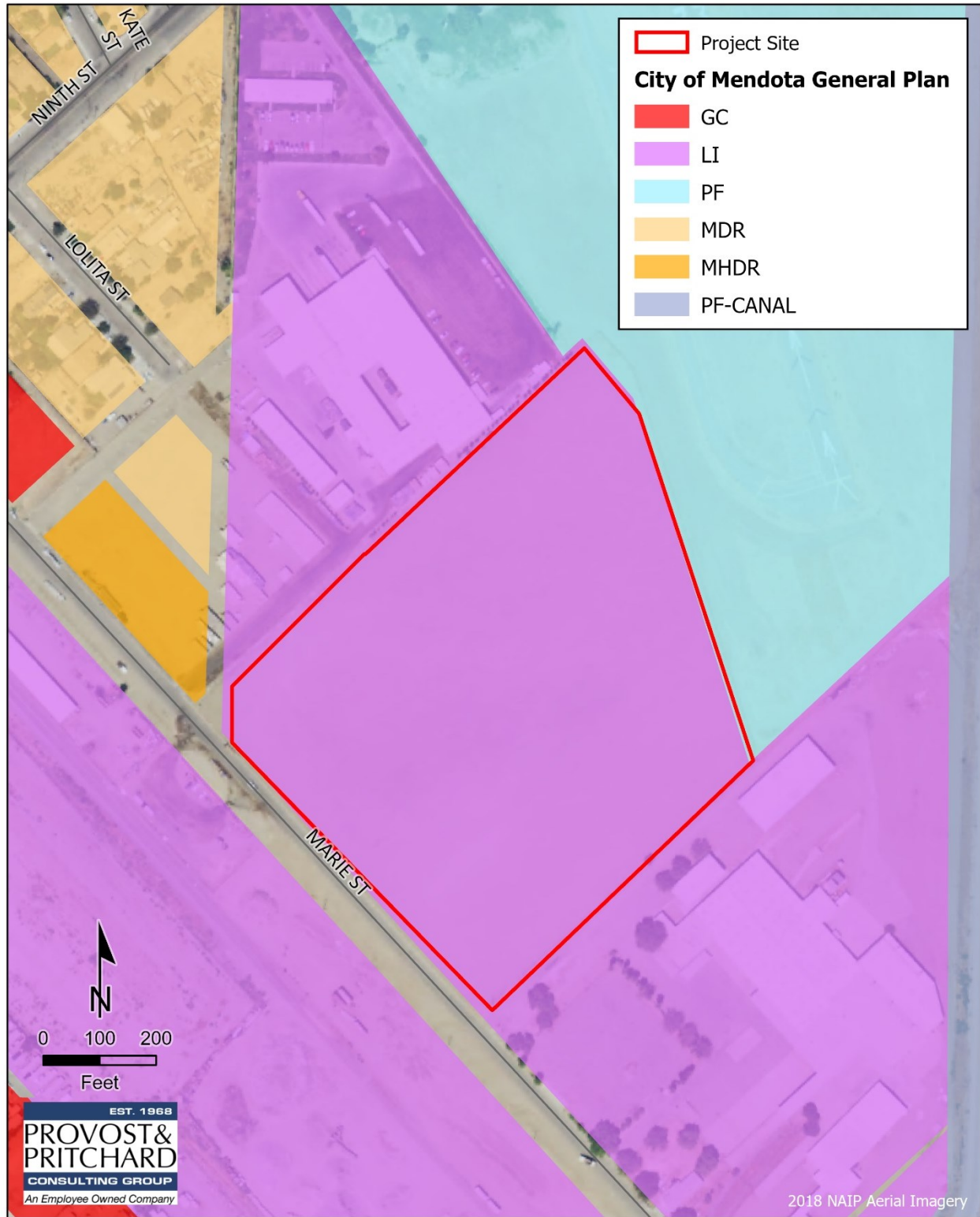


Figure 2-5. General Plan Land Use Designation Map

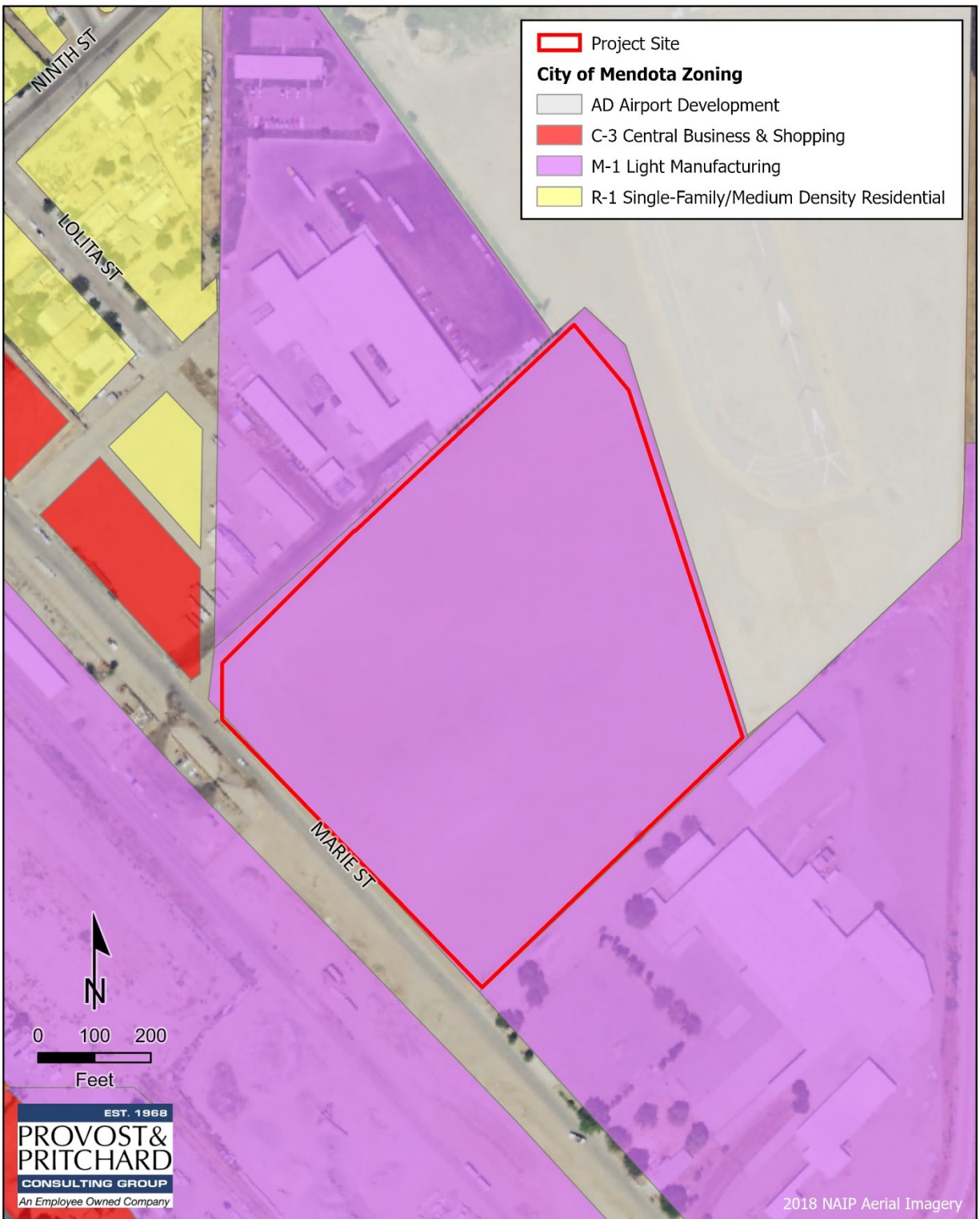


Figure 2-6. Zone District Map

Chapter 3 Impact Analysis

3.1 Environmental Factors Potentially Affected

As indicated by the discussions of existing and baseline conditions, and impact analyses that follow in this Chapter, environmental factors not checked below would have no impacts or less than significant impacts resulting from the project. Environmental factors that are checked below would have potentially significant impacts resulting from the project. Mitigation measures are recommended for each of the potentially significant impacts that would reduce the impact to less than significant.

- | | | |
|---|---|--|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture & Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources | <input type="checkbox"/> Energy |
| <input type="checkbox"/> Geology/Soils | <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials |
| <input checked="" type="checkbox"/> Hydrology/Water Quality | <input type="checkbox"/> Land Use/Planning | <input type="checkbox"/> Mineral Resources |
| <input type="checkbox"/> Noise | <input type="checkbox"/> Population/Housing | <input type="checkbox"/> Public Services |
| <input type="checkbox"/> Recreation | <input type="checkbox"/> Transportation | <input checked="" type="checkbox"/> Tribal Cultural Resources |
| <input type="checkbox"/> Utilities/Service Systems | <input type="checkbox"/> Wildfire | <input checked="" type="checkbox"/> Mandatory Findings of Significance |

The analyses of environmental impacts here in **Chapter 3 Impact Analysis** are separated into the following categories:

Potentially Significant Impact. This category is applicable if there is substantial evidence that an effect may be significant, and no feasible mitigation measures can be identified to reduce impacts to a less than significant level. If there are one or more “Potentially Significant Impact” entries when the determination is made, an EIR is required.

Less than Significant with Mitigation Incorporated. This category applies where the incorporation of mitigation measures would reduce an effect from a “Potentially Significant Impact” to a “Less than Significant Impact.” The lead agency must describe the mitigation measure(s), and briefly explain how they would reduce the effect to a less than significant level (mitigation measures from earlier analyses may be cross-referenced).

Less than Significant Impact. This category is identified when the proposed Project would result in impacts below the threshold of significance, and no mitigation measures are required.

No Impact. This category applies when a project would not create an impact in the specific environmental issue area. “No Impact” answers do not require a detailed explanation if they are adequately supported by the information sources cited by the lead agency, which show that the impact does not apply to the specific project (e.g., the project falls outside a fault rupture zone). A “No Impact” answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis)

3.2 Aesthetics

Table 3-1. Aesthetics Impacts

Aesthetics Impacts				
Except as provided in Public Resources Code Section 21099, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.2.1 Environmental Setting and Baseline Conditions

The Project site is a vacant lot. To the northeast is the William Robert Johnston Municipal Airport, and industrial developments to the immediate northwest and southeast. To the southwest, across the Southern Pacific Railroad, are various residential land uses.

Concerning regulatory compliance, the Project is subject to Department of Cannabis Control (DCC) regulation that address potential impacts on aesthetic resources under California Code of Regulations Sections 16304(c) and 16304(g) which generally require shielded and downward facing lighting. Compliance with these regulations would help reduce potential impacts to aesthetic resources.

3.2.2 Impact Assessment

a) Would the project have a substantial adverse effect on a scenic vista?

No Impact. The Project would place a six- to eight-foot-tall chain link fence with privacy medium at the property line adjacent to Marie Street. Potted plants, approximately 7 feet in height, would be placed behind the fence.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact. The Scenic Highway Program was created to preserve and protect scenic highway corridors from change which would diminish the aesthetic value of lands adjacent to highways. A highway may be officially designated “scenic” depending upon how much of the natural landscape can be seen by travelers, the scenic quality of the landscape, and the extent to which development intrudes upon the traveler’s enjoyment of the view. As the closest segment of state scenic highway is located approximately 38 miles to the east of the Project, there would be no impact.

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c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public view are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

No Impact. The City of Mendota is mostly flat and level with no significant hills or topographical features. The Coast Ranges are occasionally visible to the west and the Sierra Nevada Mountains can be seen to the east on clear days. According to the City of Mendota General Plan Update,¹ the City currently has no designated scenic corridors, protected vistas, or policies regulating development in scenic areas.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less than Significant Impact. Security lighting would be installed on the Project site; however, these lights are required to be hooded to prevent glare onto adjacent properties. Impacts would be less than significant.

¹ City of Mendota General Plan Update 2005-2025.

3.3 Agriculture and Forestry Resources

Table 3-2. Agriculture and Forest Impacts

Agriculture and Forest Impacts				
Would the project:	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.3.1 Environmental Setting and Baseline Conditions

The Project site consists of vacant industrial land surrounded by industrial and other urban land uses. The Project site is designated Urban and Built-Up Land by the Farmland Mapping and Monitoring Program.

3.3.2 Impact Assessment

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact. Pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, the subject property is not considered Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, therefore the project would not convert said Farmland to non-agricultural use.

b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact. The subject property is zoned M-1 (Light Manufacturing) in the City of Mendota’s Zoning Ordinance. According to the M-1 zone district in the City of Mendota Zoning Ordinance, agricultural uses are a permitted use. There would be no conflict with a Williamson Act contract because the Project site is not subject to such a contract.

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c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

c) and d) **No Impact.** The Project is not within the vicinity of a forest as defined in Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)). Therefore, the Project will not conflict with existing zoning for, or cause rezoning of, forest land nor will it result in the loss of forest land or conversion of forest land to non-forest use.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact. The Project is located in an urbanized area on a vacant lot surrounded by industrial and residential development. The Project proposes to create an urban agricultural land use, where no agricultural land use recently existed. There will be no impact.

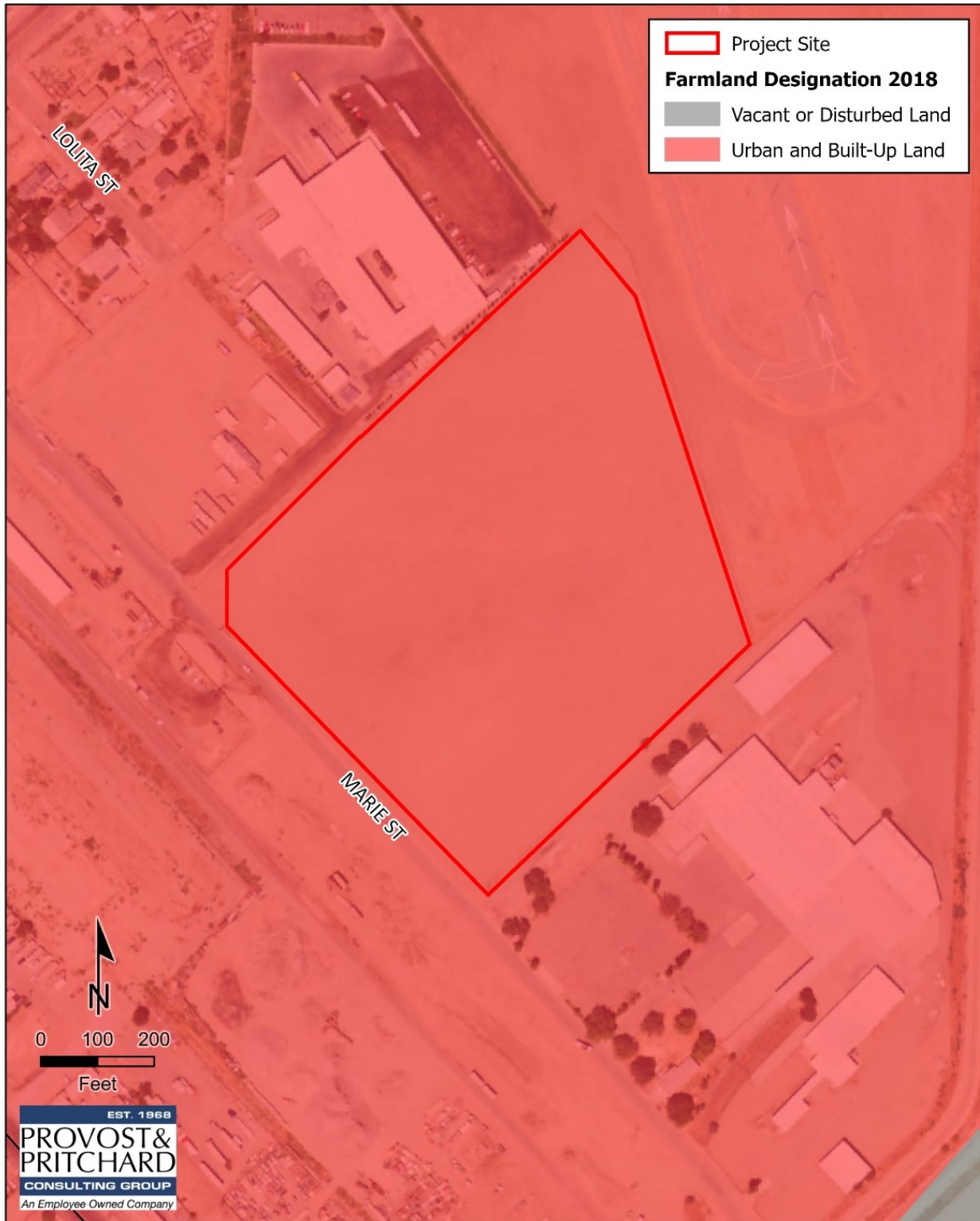


Figure 3-1. Farmland Designation Map

3.4 Air Quality

Table 3-3. Air Quality Impacts

Air Quality Impacts				
Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.4.1 Environmental Setting and Baseline Conditions

3.4.1.1 Regulatory Attainment Designations

Under the CCAA, the CARB is required to designate areas of the State as attainment, nonattainment, or unclassified with respect to applicable standards. An “attainment” designation for an area signifies that pollutant concentrations did not violate the applicable standard in that area. A “nonattainment” designation indicates that a pollutant concentration violated the applicable standard at least once, excluding those occasions when a violation was caused by an exceptional event, as defined in the criteria. Depending on the frequency and severity of pollutants exceeding applicable standards, the nonattainment designation can be further classified as serious nonattainment, severe nonattainment, or extreme nonattainment, with extreme nonattainment being the most severe of the classifications. An “unclassified” designation signifies that the data does not support either an attainment or nonattainment designation. The CCAA divides districts into moderate, serious, and severe air pollution categories, with increasingly stringent control requirements mandated for each category.

The EPA designates areas for ozone, CO, and NO₂ as “does not meet the primary standards,” “cannot be classified,” or “better than national standards.” For SO₂, areas are designated as “does not meet the primary standards,” “does not meet the secondary standards,” “cannot be classified,” or “better than national standards.” However, the CARB terminology of attainment, nonattainment, and unclassified is more frequently used. The EPA uses the same sub-categories for nonattainment status: serious, severe, and extreme. In 1991, EPA assigned new nonattainment designations to areas that had previously been classified as Group I, II, or III for PM₁₀ based on the likelihood that they would violate national PM₁₀ standards. All other areas are designated “unclassified.”

The State and national attainment status designations pertaining to the SJVAB are summarized in **Table 3-4**. The SJVAB is currently designated as a nonattainment area with respect to the State PM₁₀ standard, ozone, and PM_{2.5} standards. The SJVAB is designated nonattainment for the NAAQS 8-hour ozone and PM_{2.5} standards. On September 25, 2008, the EPA re-designated the San Joaquin Valley to attainment status for the PM₁₀ NAAQS and approved the PM₁₀ Maintenance Plan.

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Table 3-4. Summary of Ambient Air Quality Standards and Attainment Designation

Pollutant	Averaging Time	California Standards*		National Standards*	
		Concentration*	Attainment Status	Primary	Attainment Status
Ozone (O ₃)	1-hour	0.09 ppm	Nonattainment/ Severe	–	No Federal Standard
	8-hour	0.070 ppm	Nonattainment	0.075 ppm	Nonattainment (Extreme)**
Particulate Matter (PM ₁₀)	AAM	20 µg/m³	Nonattainment	–	Attainment
	24-hour	50 µg/m³		150 µg/m³	
Fine Particulate Matter (PM _{2.5})	AAM	12 µg/m³	Nonattainment	12 µg/m³	Nonattainment
	24-hour	No Standard		35 µg/m³	
Carbon Monoxide (CO)	1-hour	20 ppm	Attainment/ Unclassified	35 ppm	Attainment/ Unclassified
	8-hour	9 ppm		9 ppm	
	8-hour (Lake Tahoe)	6 ppm		–	
Nitrogen Dioxide (NO ₂)	AAM	0.030 ppm	Attainment	53 ppb	Attainment/ Unclassified
	1-hour	0.18 ppm		100 ppb	
Sulfur Dioxide (SO ₂)	AAM	–	Attainment	--	Attainment/ Unclassified
	24-hour	0.04 ppm		--	
	3-hour	–		0.5 ppm	
	1-hour	0.25 ppm		75 ppb	
Lead (Pb)	30-day Average	1.5 µg/m³	Attainment	–	No Designation/ Classification
	Calendar Quarter	–		--	
	Rolling 3-Month Average	–		0.15 µg/m³	
Sulfates (SO ₄)	24-hour	25 µg/m³	Attainment	No Federal Standards	
Hydrogen Sulfide (H ₂ S)	1-hour	0.03 ppm (42 µg/m³)	Unclassified		
Vinyl Chloride (C ₂ H ₃ Cl)	24-hour	0.01 ppm (26 µg/m³)	Attainment		
Visibility-Reducing Particle Matter	8-hour	Extinction coefficient: 0.23/km-visibility of 10 miles or more due to particles when the relative humidity is less than 70%.	Unclassified		

* For more information on standards visit: <https://ww3.arb.ca.gov/research/aaqs/aaqs2.pdf>

** No Federal 1-hour standard. Reclassified extreme nonattainment for the Federal 8-hour standard.

***Secondary Standard

Source: CARB 2015; SJV-APCD 2015

3.4.2 Impact Assessment

3.4.2.1 Thresholds of Significance

To assist local jurisdictions in the evaluation of air quality impacts, the SJVAPCD has published the *Guide for Assessing and Mitigating Air Quality Impacts*. This guidance document includes recommended thresholds of significance to be used for the evaluation of short-term construction, long-term operational, odor, toxic air contaminant, and cumulative air quality impacts. Accordingly, the SJVAPCD-recommended thresholds of significance are used to determine whether implementation of the proposed Project would result in a significant air quality impact. Projects that exceed these recommended thresholds would be considered to have a potentially significant impact to human health and welfare. The thresholds of significance are summarized, as follows:

Short-Term Emissions of Particulate Matter (PM₁₀): Construction impacts associated with the proposed Project would be considered significant if the feasible control measures for construction in compliance with Regulation VIII as listed in the SJVAPCD guidelines are not incorporated or implemented, or if project-generated emissions would exceed 15 tons per year (TPY).

Short-Term Emissions of Ozone Precursors (ROG and NO_x): Construction impacts associated with the proposed Project would be considered significant if the project generates emissions of Reactive Organic Gases (ROG) or NO_x that exceeds 10 TPY.

Long-Term Emissions of Particulate Matter (PM₁₀): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of PM₁₀ that exceed 15 TPY.

Long-Term Emissions of Ozone Precursors (ROG and NO_x): Operational impacts associated with the proposed Project would be considered significant if the project generates emissions of ROG or NO_x that exceeds 10 TPY.

Conflict with or Obstruct Implementation of Applicable Air Quality Plan: Due to the region's nonattainment status for ozone, PM_{2.5}, and PM₁₀, if the project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM₁₀ would exceed the SJVAPCD's significance thresholds, then the project would be considered to conflict with the attainment plans. In addition, if the project would result in a change in land use and corresponding increases in vehicle miles traveled, the project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans.

Local Mobile-Source CO Concentrations: Local mobile source impacts associated with the proposed Project would be considered significant if the project contributes to CO concentrations at receptor locations in excess of the CAAQS (i.e., 9.0 ppm for 8 hours or 20 ppm for 1 hour).

Toxic Air Contaminants (TACs): Exposure to toxic air contaminants (TAC) would be considered significant if the probability of contracting cancer for the Maximally Exposed Individual (i.e., maximum individual risk) would exceed 10 in 1 million or would result in a Hazard Index greater than 1.

Odors: Odor impacts associated with the proposed Project would be considered significant if the project has the potential to frequently expose a substantial number of sensitive receptors to objectionable odors.

Concerning regulatory compliance, the Project is subject to DCC regulation that address potential impacts from air quality and greenhouse gas emissions under California Code of Regulations Sections 16102(s), 16304(e), 16305, and 16306, which generally require heating and cooling power identification, requirements for generators, adherence to renewable energy requirements, and generator requirements. Compliance with these regulations would help reduce potential project impacts to air quality.

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than Significant Impact. Due to the region's nonattainment status for ozone, PM_{2.5}, and PM₁₀, if the project-generated emissions of either of the ozone precursor pollutants (i.e., ROG and NO_x) or PM₁₀ would exceed the SJVAPCD's significance thresholds, then the project would be considered to conflict with the attainment plans. In addition, if the project would result in a change in land use and corresponding increases in vehicle miles traveled, the project may result in an increase in vehicle miles traveled that is unaccounted for in regional emissions inventories contained in regional air quality control plans. However, as the Project's operational impacts are not anticipated to exceed two (2) tons per year, as described below, impacts would be less than significant.

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less than Significant Impact.

Short-Term Construction-Generated Emissions

Given the lack of substantial construction generated by the Project, construction-related air quality impacts are expected to be minute and therefore have not been analyzed.

Long-Term Operational Emissions

Operational emissions generated from Project operations would consist of electricity for water pumps and additional electricity and natural gas consumption for processing. The Project is expected to be cultivated by hand and would not require the use of machinery or equipment during cultivation operations. Impacts resulting from natural gas consumption are not likely to be substantial enough to exceed criteria pollutant thresholds. Operational emissions are estimated to be less than two (2) tons per year according to **Appendix A**. Impacts would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact. Pollutants generated by the Project would consist of diesel particulate matter generated from heavy duty truck trips delivering finished products to and/or from the Project site. The amounts would not be significant given that the Project site is estimated to produce approximately 2,000 kilograms, or 2.2 tons, per acre per year. The Project would generate the equivalent of two (2) heavy duty truck trips annually. Impacts would be less than significant.

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact. The cultivation of cannabis is known to generate odorous and airborne constituents. CDFA acknowledges odor as a potential concern, although determination of what constitutes nuisance odor is highly subjective. CDFA cites in its 2017 *Medical Cannabis Cultivation Program Literature Review* findings from the Oregon judicial system that odor from cannabis is offensive to some people and enjoyable to others. Further, the perception of whether an odor is offensive is "linked to the intensity, duration, and frequency of the odor and the location at which the odor occurred."² In the instant case, it is anticipated that peak odor would coincide with harvesting, which amounts to an approximately two- to three-week period each year. Harvested crop would not be stored on the site but would immediately be moved indoors to the nearby manufacturing facility. Generation of odor at this facility would not be unlike similar situations involving viticulture/enology, brewing, or dairy/livestock activities that result in offsite odor that some may find offensive.

Further CDFA, BCC, and local agencies' examination of odor, whether in the context of cannabis or otherwise, is limited to "sensitive receptors;" (i.e., schools, churches, residences, apartments, hospitals, licensed daycare

² California Department of Food and Agriculture 2017 *Medical Cannabis Cultivation Program Literature Review*, citing a 2015 article from the *Los Angeles Time* discussing *State of Oregon v. Jared William Lang*, CM1320460; A154498, August 19, 2015

facilities, and elderly care facilities) and doesn't apply to commercial, industrial, or most other public or institutional uses. The issue was also examined pursuant to CEQA in the BCC's 2017 Initial Study/Negative Declaration for its Commercial Cannabis Business Licensing Program and CDFG's 2017 Final Environmental Impact Report for the CalCannabis Cultivation Licensing Program, with the same conclusions being reached. The San Joaquin Valley Air Pollution Control District (SJVAPCD) requires permits for certain cannabis-related activities, although it considers cultivation to be an agricultural activity that is exempt from its nuisance odor regulations (Rule 4102). SJVAPCD recommends that local agencies implement odor-reduction policies.

The proposed use is considered an agricultural use, and therefore is not subject to SJVAPCD Rule 4102, Nuisance. Furthermore, the City has not adopted a threshold of significance related to odors. The Project site is approximately 0.35 miles away from Mendota High School, 0.49 miles away from Washington Elementary School, and 0.58 miles away from Mendota Junior High School. The nearest residences are approximately 450 feet to the northwest and 600 feet to the southwest. However, prevailing winds in Mendota are from the northwest, indicating that, for most of the year, wind will carry any potential odors away from sensitive receptors. Although the project is not anticipated to result in adverse effects to a substantial number of people, the applicant has proposed to implement an escalating series of odor-mitigation actions that have had success at other similar facilities:

1. Cultivation of strains or varieties that are known and/or specifically hybridized to produce less odor.
2. Co-planting of fragrant herbs such as mint, lavender, rosemary, or other plants intended to mask the odor of cannabis.
3. Installation of chemical fog machines.

The listed actions would be completed voluntarily by the applicant, and are not designed to serve as mitigation as a result of any significant impact that the Project would result in. Although Action 1 would be implemented at the start of operation, subsequent actions would be implemented as needed based on observations of odor effects through successive harvests.

Related to odor are alleged potential health concerns for persons subjected to the odor. CDFG does not provide guidance on this subject other than to note that symptoms "have been reported to include headaches, eye and throat irritation, nausea, discomfort being outside (exercising, gardening, socializing), mental stress, and lack of desire to entertain due to strong odors,"³ also noting that these symptoms can result from exposure to common pollen. According to CDFG, most onsite and offsite health issues correlated with cannabis cultivation are related to mold (indoor grows only) and illegal use of rodenticides, fungicides, herbicides, and insecticides,⁴ along with substandard storage of pesticides, diesel, gasoline, and butane.⁵ Importantly, these violations are related to *illegal* cannabis cultivation sites; the use of chemicals under CalCannabis is highly regulated.

Therefore, impacts due to odor would be less than significant.

³ California Department of Food and Agriculture 2017 *Medical Cannabis Cultivation Program Literature Review*, citing a 2016 study by Denver Environmental Health.

⁴ *Ibid*, citing violations recorded by the State Water Resources Control Board, the North Coast Regional Water Quality Control Board, and the Central Valley Regional Water Quality Control Board.

⁵ *Ibid*, citing publications from the Department of Fish and Wildlife.

3.5 Biological Resources

Table 3-5. Biological Resources Impacts

Biological Resources Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.5.1 Environmental Setting and Baseline Conditions

The Project site is located in The City of Mendota within Fresno County, within the lower San Joaquin Valley, part of the Great Valley of California. The Valley is bordered by the Sierra Nevada Mountain Ranges to the east, the Coast Ranges to the west, the Klamath Mountains and Cascade Range to the north, and the Transverse Ranges and Mojave Desert to the south.

Like most of California, the San Joaquin Valley experiences a Mediterranean climate. Warm, dry summers are followed by cool, moist winters. Summer temperatures often reach above 90 degrees Fahrenheit, and the humidity is generally low. Winter temperatures are often below 60 degrees Fahrenheit during the day and rarely exceed 70 degrees. On average, the Central Valley receives approximately 12 inches of precipitation in the form of rainfall yearly, most of which occurs between October and March.

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The Project is located within the Mowry Lake-Fresno Slough watershed; Hydrologic Unit Code (HUC): 180300091003⁶, approximately two miles south of the Mendota Pool at the confluence of the San Joaquin River and the Fresno Slough. and seven miles east of Panoche Creek. The San Joaquin River, Fresno Slough, and Mendota Pool have been levied and much of the surrounding land is now intensively cultivated for agricultural production. Historically, the Mendota area supported large areas of riparian wetlands and important waterfowl habitat. Due to alteration of the aquatic features in the vicinity and the conversion of natural habitat to agricultural lands, the riparian habitat is now limited to the margins of these waterways and to undisturbed areas within ecological reserves, managed wildlife areas, and national wildlife refuges.

There are several managed reserves and wildlife areas in the vicinity of Mendota, most of which are dedicated to the preservation of native habitat for waterfowl and special status species. The CDFW-managed Mendota Wildlife Area lies approximately 2.5 miles southeast of the Project and encompasses 11,825 acres of wetland and upland habitats including a portion of the Fresno Slough. The Alkali Sink Ecological Reserve and the Kerman Ecological Reserve are located east-southeast of the Project, at an approximate distance of 5.5 miles and 10 miles, respectively. Little Panoche Reservoir Wildlife Area and the Panoche Hills Ecological Reserve are located west of Interstate 5, approximately 20 miles west of the Project. The southern portion of the San Luis National Wildlife Refuge complex, which encompasses over 26,800 acres of wetlands, riparian forests, native grasslands, and vernal pools lies approximately 20 miles northwest of the Project.

The Project is subject to DCC regulations that address potential impacts on biological resources under California Code of Regulations Sections 16102(w), 16102(dd), 16216, 16304(a-c), and 16304(g), which generally include compliance with CDFW Lake and Streambed Alteration Agreement conditions, consideration for watersheds that could be adversely impacted by cannabis, avoiding impacted watersheds, compliance with section 13149 of the Water Code, compliance with conditions of CDFW and SWRCB, outdoor lighting limits, and shielded lighting. Compliance with these regulations would help reduce potential project impacts to biological resources to less than significant.

Table 3-6. List of Special Status Animals with Potential to Occur Onsite and/or in the Vicinity

Species	Status	Habitat
giant garter snake <i>(Thamnophis gigas)</i>	FT, CT	Occurs in marshes, sloughs, drainage canals, irrigation ditches, rice fields, and adjacent uplands. Prefers locations with emergent vegetation for cover and open areas for basking. This species uses small mammal burrows adjacent to aquatic habitats for hibernation in the winter and to escape from excessive heat in the summer.
western yellow-billed cuckoo <i>(Coccyzus americanus occidentalis)</i>	FT, CE	Suitable nesting habitat in California includes dense riparian willow-cottonwood and mesquite habitats along a perennial river. Once a common breeding species in riparian habitats of lowland California, this species currently breeds consistently in only two locations in the State: along the Sacramento and South Fork Kern Rivers.
burrowing owl (<i>Athene cunicularia</i>)	CSC	Resides in open, dry annual or perennial grasslands, deserts, and scrublands with low growing vegetation. Nests underground in existing burrows created by burrowing mammals, most often ground squirrels.
western pond turtle (<i>Emys marmorata</i>)	CSC	An aquatic turtle of ponds, marshes, slow-moving rivers, streams, and irrigation ditches with riparian vegetation. Requires adequate basking sites and sandy banks or grassy open fields to deposit eggs.
San Joaquin kit fox (<i>Vulpes macrotis mutica</i>)	FE, CT	Underground dens with multiple entrances in alkali sink, valley grassland, and woodland in valleys and adjacent foothills.
western mastiff bat (<i>Eumops perotis californicus</i>)	CSC	Found in open, arid to semi-arid habitats, including dry desert washes, flood plains, chaparral, oak woodland, open ponderosa pine forest, grassland, and agricultural areas, where it feeds on insects in

⁶ (United States Environmental Protection Agency, n.d.) Accessed May 2021.

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		flight. Roosts most commonly in crevices in cliff faces, but may also use high buildings and tunnels.
blunt-nosed leopard lizard <i>(Gambelia sila)</i>	FE, CE, CFP	Inhabits semi-arid grasslands, alkali flats, low foothills, canyon floors, large washes, and arroyos, usually on sandy, gravelly, or loamy substrate, sometimes on hardpan. Often found where there are abundant rodent burrows in dense vegetation or tall grass. Cannot survive on lands under cultivation. Known to bask on kangaroo rat mounds and often seeks shelter at the base of shrubs, in small mammal burrows, or in rock piles. Adults may excavate shallow burrows, but rely on deeper pre-existing rodent burrows for hibernation and reproduction.
longhorn fairy shrimp <i>(Branchinecta longiantenna)</i>	FE	Inhabits clear to turbid vernal pools or seasonally ponded areas.
western spadefoot <i>(Spea hammondi)</i>	CSC	Prefers open areas with sandy or gravelly soils, in a variety of habitats including mixed woodlands, grasslands, coastal sage scrub, chaparral, sandy washes, lowlands, river floodplains, alluvial fans, playas, alkali flats, foothills, and mountains. Vernal pools or temporary wetlands, lasting a minimum of three weeks, which do not contain bullfrogs, fish, or crayfish are necessary for breeding.

Table 3-7. List of Special Status Plants with Potential to Occur Onsite and/or in the Vicinity

Species	Status	Habitat
Sanford's arrowhead <i>(Sagittaria sanfordii)</i>	CNPS 1B	Found in the San Joaquin Valley and other parts of California in freshwater-marsh, primarily ponds and ditches, at elevations below 1000 feet. Blooms May – October.
Lost Hills crownscale <i>(Atriplex coronata var. vallicola)</i>	CNPS 1B	Found in the San Joaquin Valley in chenopod scrub, valley and foothill grassland, and vernal pools at elevations below 1400 feet. Typically found in dried ponds on alkaline soils. Blooms April – September.
recurved larkspur <i>(Delphinium recurvatum)</i>	CNPS 1B	Found in the San Joaquin Valley and other parts of California. Occurs in poorly drained, fine, alkaline soils in grassland at elevations between 100 feet and 1965 feet. Most often found in non-wetlands, but occasionally found in wetlands. Blooms March – June.

EXPLANATION OF STATUS CODES

STATUS CODES

FE	Federally Endangered	CE	California Endangered
FT	Federally Threatened	CT	California Threatened
FPE	Federally Endangered (Proposed)	CCT	California Threatened (Candidate)
FPT	Federally Threatened (Proposed)	CFP	California Fully Protected
FC	Federal Candidate	CSC	California Species of Special Concern
		CWL	California Watch List
		CCE	California Endangered (Candidate)
		CR	California Rare

CNPS LISTING

1A	Plants Presumed Extinct in California	2	Plants Rare, Threatened, or Endangered in California, but more common elsewhere
1B	Plants Rare, Threatened, or Endangered in California and elsewhere		

3.5.2 Impact Assessment

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?

Less than Significant Impact. According to a Project site search using the California Department of Fish and Wildlife's California Natural Diversity Database, there may be special status animal and plant species near the

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Project site. However, the site is surrounded by urban uses, including an airport, cold storage and warehousing, and the rail corridor. Further, aside from installation of chain-link fencing along the Marie Street frontage, the only activities occurring on the site will consist of potted agriculture; i.e., there will be no construction. The potential to adversely affect candidate, sensitive, or special status species is less than significant.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

b and c) No Impact. The Project area is located in an urbanized area surrounded by residential uses, industrial uses, and an airport. The Project is not located on or near any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. Also, the Project is not located on or near any State or federally protected wetlands. Therefore, there will be no impact.

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

Less than Significant Impact. The Project area does not contain features that would be likely to function as a wildlife movement corridor. Furthermore, the Project is located in a region often disturbed by intensive agricultural cultivation practices and human disturbance which would discourage dispersal and migration. Therefore, implementation of the Project will have no impact on wildlife movement corridors, and mitigation is not warranted.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact. The Project description is in compliance with the goals and policies set forth in the City of Mendota General Plan. There will be no impact.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact. The Project site is not within a designated Habitat Conservation Plan, Natural Conservation Plan, or any other State or local habitat conservation plan. There would be no impact.



Figure 3-2. Wetlands Map

3.6 Cultural Resources

Table 3-8. Cultural Resources Impacts

Cultural Resources Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Disturb any human remains, including those interred outside of dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.6.1 Environmental Setting

The Project site is located in Fresno County within the San Joaquin Valley, which is an archaeologically and historically rich area.

3.6.2 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in §15064.5?

Less than Significant Impact. The Project’s ground disturbance will be minimal in nature, the Project’s potential to cause a substantial adverse change in the significance of a historical resource would be less than significant. Additionally, please see **Section 3.19**, Tribal Cultural Resources.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

Less than Significant Impact. The Project proposes up to 15 acres of cannabis planted in pots on the ground. While no known archaeological deposits are present on the Project site, it is possible that unknown buried archaeological materials could be found during ground disturbing activities, including unrecorded Native American prehistoric archaeological materials. If such resources were discovered, the impact to archeological resources could be significant. In the event that important archaeological or paleontological resources are encountered during construction, all earth-moving activity in the specific construction area shall cease until the applicant retains the services of a qualified archaeologist. The archaeologist shall examine the findings, assess their significance, and offer recommendations for procedures deemed appropriate to either further investigate or mitigate adverse impacts. No additional work shall take place within the immediate vicinity of the find until the identified appropriate actions have been completed. Implementation of the required condition, in accordance with the provisions of Public Resources Code Section 21083.2, would reduce the impact to less than significant.

c) Would the project disturb any human remains, including those interred outside of dedicated cemeteries?

Less than Significant Impact. As discussed above in subsection b), The Project proposes up to 15 acres of cannabis planted in pots on the ground. There are no known formal cemeteries or known interments to have occurred on the Project site. Though unlikely, there is the possibility human remains may be present beneath the Project site. Should human remains be discovered during ground disturbing construction activities, such

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discovery could be considered significant. Any human remain encountered during ground disturbing activities are required to be treated in accordance with California Code of Regulations Section 15064.5(e), Public Resources Code Section 5097.98, and California Health and Safety Code Section 7050.5, which state the mandated procedures of conduct following discovery of human remains. If human remains are found during construction in the planning area, all work must stop in the vicinity of the find and the Fresno County Coroner shall be contacted immediately. In accordance with Section 7050.5 of California's Health and Safety Code. If the remains are determined to be Native American, the procedures outlined in CEQA Section 15064.5 (d) and (e) shall be followed. If human remains are determined to be of possible Native American descent, the Coroner shall notify the Native American Heritage Commission who will appoint a "Most Likely Descendent" and the local Native American Tribe representative to identify and preserve Native American remains, burial, and cultural artifacts. Implementation of the required condition and above-referenced sections would reduce the impact to less than significant.

3.7 Energy

Table 3-9. Energy Impacts

Energy Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.7.1 Environmental Setting

Pacific Gas and Electric (PG&E) supplies electricity and natural gas to the Project area. PG&E obtains its power through hydroelectric, thermal (natural gas), wind, and solar generation or via purchase. PG&E continually produces new electric generation and natural gas sources and implements improvements to gas lines throughout its service areas to ensure the provision of services to customers. New construction would be subject to Titles 20 and 24 of the California Code of Regulations (CCR) which each serve to reduce demand for electrical energy by implementing energy-efficient standards for residential, as well as non-residential buildings.

The Project is also subject to DCC regulations that address potential impacts on energy under California Code of Regulations Sections 16102(s), 16305, and 16306 which generally include heating and cooling power considerations, adhering to renewable energy requirements, and compliance with generator requirements. Compliance with these regulations would help reduce potential project impacts to energy resources to less than significant.

3.7.2 Local

City of Mendota General Plan: The Mendota General Plan sets forth the following goals and policies that pertain to energy of the City and which may be relevant to the Project’s CEQA review:

- *Policy OSC-10.10 The City shall encourage new development projects to reduce air quality impacts from area sources and from energy consumption, such as the use of “EPA Energy Star” appliances.*
- *Policy OSC-11.2 The City shall require that new buildings and additions be in compliance with the energy efficiency standards of the California Building Standards Code.*

3.7.3 Impact Assessment

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact. The Project proposes to operate up to 15 acres of outdoor cannabis cultivation using natural light and ventilation. Water production-related energy consumption is anticipated to be approximately 31,500 kilowatt-hours annually. The project would not result in potentially significant

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environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources. Impacts will be less than significant.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?
Less than Significant Impact. The Project proposes the outdoor cultivation of up to 15 acres of cannabis. While indoor cultivation requires artificial lighting and mechanical ventilation, the Project will utilize natural light and ventilation. Impacts will be less than significant.

3.8 Geology and Soils

Table 3-10. Geology and Soils Impacts

Geology and Soils Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.8.1 Environmental Setting and Baseline Conditions

3.8.1.1 Geology and Soils

The Project is located in northwestern Fresno County, in the central section of California’s Great Valley Geomorphic Province, or Central Valley. The Sacramento Valley makes up the northern third and the San Joaquin Valley makes up the southern two-thirds of the geomorphic province. Both valleys are watered by large rivers flowing west from the Sierra Nevada Range, with smaller tributaries flowing east from the Coast Ranges. Most of the surface of the Great Valley is covered by Quaternary (present day to 1.6 million years ago) alluvium. The sedimentary formations are steeply upturned along the western margin due to the uplifted Sierra Nevada

Range.⁷ From the time the Valley first began to form, sediments derived from erosion of igneous and metamorphic rocks and consolidated marine sediments in the surrounding mountains have been transported into the Valley by streams.

3.8.1.2 Faults and Seismicity

The Project site is not located within an Alquist-Priolo Earthquake Fault Zone and no known faults cut through the local soil at the site. The nearest named fault is the O’Neill fault located approximately 20 miles away.

3.8.1.3 Liquefaction

The potential for liquefaction, which is the loss of soil strength due to seismic forces, is dependent on soil types and density, depth to groundwater, and the duration and intensity of ground shaking. Although no specific liquefaction hazard areas have been identified in the county, this potential is recognized throughout the San Joaquin Valley where unconsolidated sediments and a high-water table coincide. According to the United States Department of Agriculture - Natural Resources Conservation Service soil survey in Fresno County, liquefaction risk in the Project area is low.

3.8.1.4 Soil Subsidence

Subsidence occurs when a large land area settles due to over-saturation or extensive withdrawal of ground water, oil, or natural gas. These areas are typically composed of open-textured soils that become saturated. These areas are high in silt or clay content. The Project site is mostly comprised of calfax clay loam (0–1% slopes). It is moderately well drained with a low risk of subsidence (Soil Survey).

3.8.1.5 Dam and Levee Failure

The Mendota Diversion Dam is located approximately 2.3 miles north of the Project.

3.8.2 Impact Assessment

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

a-i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

a-ii) Strong seismic ground shaking?

Less than Significant Impact. There are no known faults near the Project area. The Project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the Project area may occur. Due to the distance of the known faults in the region, no significant ground shaking is anticipated on this site.

a-iii) Seismic-related ground failure, including liquefaction?

Less than Significant Impact. As discussed above in Section 3.8.1.3, no subsidence-prone soils, oil or gas production or overdraft exists at the Project site. Furthermore, soil conditions on the site are not prone to soil instability due to its low shrink-swell behavior. The impact would be less than significant.

a-iv) Landslides?

No Impact. As the Project is located on the San Joaquin Valley floor, no major geologic landforms exist on or near the site that could result in a landslide. The potential landslide impact at this location is minimal as the site

⁷ Harden, D.R. 1998, California Geology, Prentice Hall, 479 pages

⁴ Soil Web: An Online Soil Survey Boundary SoilWeb: An Online Soil Survey Browser | California Soil Resource Lab (ucdavis.edu)

is approximately 20 miles from the foothills and the local topography is essentially flat and featureless. There will be no impact.

b) Would the project result in substantial soil erosion or the loss of topsoil?

No Impact. The Project proposes up to 15 acres of cannabis planted in pots on the ground. Ground disturbance would be minimal; therefore, the Project will not result in substantial soil erosion or the loss of topsoil.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

c and d) **No Impact.** Soils onsite consist of calfax clay loam (0–1% slopes). The Project site and surrounding areas do not contain substantial grade changes. Risk of landslides, lateral spreading, subsidence, liquefaction, and collapse are minimal. The Project does not propose any modification or alteration of the topography of the site and is not located on expansive soil. There will be no impact.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

No Impact. No septic system is proposed. Since the Project does not involve construction of any buildings, neither will the site be connected to the City’s wastewater conveyance system. There will be no impact.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geological feature?

No Impact. The Project proposes up to 15 acres of cannabis planted in pots on the ground. Ground disturbance would be minimal. The placement of these planters will not cause adverse effects as a result of earthquakes, strong seismic ground shaking, landslides, liquefaction, the loss of topsoil or substantial soil erosion. The Project would not disturb existing septic tanks or alternative wastewater disposal systems, nor unique paleontological or geological resources. There would be no impact.

3.9 Greenhouse Gas Emissions

Table 3-11. Greenhouse Gas Emissions Impacts

Greenhouse Gas Emissions Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.9.1 Environmental Setting and Baseline Conditions

Commonly identified GHG emissions and sources include the following:

Carbon dioxide (CO₂) is an odorless, colorless natural greenhouse gas. CO₂ is emitted from natural and anthropogenic sources. Natural sources include the following: decomposition of dead organic matter; respiration of bacteria, plants, animals, and fungus; evaporation from oceans; and volcanic out gassing. Anthropogenic sources include the burning of coal, oil, natural gas, and wood.

Methane (CH₄) is a flammable greenhouse gas. A natural source of methane is the anaerobic decay of organic matter. Geological deposits, known as natural gas fields, also contain methane, which is extracted for fuel. Other sources are from landfills, fermentation of manure, and ruminants such as cattle.

Nitrous oxide (N₂O), also known as laughing gas, is a colorless greenhouse gas. Nitrous oxide is produced by microbial processes in soil and water, including those reactions that occur in fertilizer containing nitrogen. In addition to agricultural sources, some industrial processes (fossil fuel-fired power plants, nylon production, nitric acid production, and vehicle emissions) also contribute to its atmospheric load.

Water vapor is the most abundant, and variable greenhouse gas. It is not considered a pollutant; in the atmosphere, it maintains a climate necessary for life.

Ozone (O₃) is known as a photochemical pollutant and is a greenhouse gas; however, unlike other greenhouse gases, ozone in the troposphere is relatively short-lived and, therefore, is not global in nature. Ozone is not emitted directly into the atmosphere but is formed by a complex series of chemical reactions between volatile organic compounds, nitrogen oxides, and sunlight.

Aerosols are suspensions of particulate matter in a gas emitted into the air through burning biomass (plant material) and fossil fuels. Aerosols can warm the atmosphere by absorbing and emitting heat and can cool the atmosphere by reflecting light.

Chlorofluorocarbons (CFCs) are nontoxic, nonflammable, insoluble, and chemically unreactive in the troposphere (the level of air at the earth’s surface). CFCs were first synthesized in 1928 for use as refrigerants, aerosol propellants, and cleaning solvents. CFCs destroy stratospheric ozone; therefore, their production was stopped as required by the Montreal Protocol in 1987.

Hydrofluorocarbons (HFCs) are synthetic chemicals that are used as a substitute for CFCs. Of all the greenhouse gases, HFCs are one of three groups (the other two are perfluorocarbons and sulfur

hexafluoride) with the highest global warming potential. HFCs are human-made for applications such as air conditioners and refrigerants.

Perfluorocarbons (PFCs) have stable molecular structures and do not break down through the chemical processes in the lower atmosphere; therefore, PFCs have long atmospheric lifetimes, between 10,000 and 50,000 years. The two main sources of PFCs are primary aluminum production and semiconductor manufacture.

Sulfur hexafluoride (SF₆) is an inorganic, odorless, colorless, nontoxic, nonflammable gas. It has the highest global warming potential of any gas evaluated. Sulfur hexafluoride is used for insulation in electric power transmission and distribution equipment, in the magnesium industry, in semiconductor manufacturing, and as a tracer gas for leak detection.

There are uncertainties as to exactly what the climate changes will be in various local areas of the earth, and what the effects of clouds will be in determining the rate at which the mean temperature will increase. There are also uncertainties associated with the magnitude and timing of other consequences of a warmer planet: sea level rise, spread of certain diseases out of their usual geographic range, the effect on agricultural production, water supply, sustainability of ecosystems, increased strength and frequency of storms, extreme heat events, air pollution episodes, and the consequence of these effects on the economy.

Emissions of GHGs contributing to global climate change are largely attributable to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors. About three-quarters of human emissions of CO₂ to the global atmosphere during the past 20 years are due to fossil fuel burning. Atmospheric concentrations of CO₂, CH₄, and N₂O have increased 31 percent, 151 percent, and 17 percent respectively since the year 1750 (CEC 2008). GHG emissions are typically expressed in carbon dioxide-equivalents (CO₂e), based on the GHG's Global Warming Potential (GWP). The GWP is dependent on the lifetime, or persistence, of the gas molecule in the atmosphere. For example, one ton of CH₄ has the same contribution to the greenhouse effect as approximately 21 tons of CO₂. Therefore, CH₄ is a much more potent GHG than CO₂.

3.9.1.1 Short-Term Construction-Generated Emissions

Due to the nature of the Project, construction equipment is not anticipated. Construction-related emissions are therefore not discussed further.

3.9.1.2 Long-Term Operational Emissions

Operational emissions would consist of additional heavy duty truck deliveries occurring from processing, as well as additional electricity usage related to the additional water pumping.

3.9.1.3 Effects of Climate Change

The sections below detail the methodology of the report and its conclusions.

3.9.2 Impact Assessment

3.9.2.1 Thresholds of Significance

CEQA Guidelines Amendments for GHG became effective March 18, 2010. Included in the Amendments are revisions to the Appendix G Initial Study Checklist. In accordance with these Amendments, a project would be considered to have a significant impact to climate change if it would:

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- a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment; or,
- b. Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases.

In accordance with SJVAPCD’s *CEQA Greenhouse Gas Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects*⁸, proposed projects complying with Best Performance Standards (BPS) would be determined to have a less-than-significant impact. Projects not complying with BPS would be considered less than significant if operational GHG emissions would be reduced or mitigated by a minimum of 29 percent, in comparison to business-as-usual (year 2004) conditions. In addition, project-generated emissions complying with an approved plan or mitigation program would also be determined to have a less-than-significant impact.

a) Would the project generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?
 Less than Significant Impact.

Long-Term Operational Emissions

Estimated long-term operational emissions are summarized in **Table 3-12** (See **Appendix A**).

Table 3-12. Long-Term Operational GHG Emissions

	Emissions (MT CO ₂ e) ⁽¹⁾
<i>Delivery Emissions</i>	26.57
<i>Water Pumping</i>	2.94
<i>Total</i>	29.51
<i>AB 32 Consistency Threshold for Land-Use Development Projects*</i>	1,100

* As published in the Bay Area Air Quality Management District’s CEQA Air Quality Guidelines. Available online at http://www.baaqmd.gov/~media/files/planning-and-research/ceqa/ceqa_guidelines_may2017-pdf.pdf?la=en

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?
 Less than Significant Impact. The Project will cause the emission of approximately 30 metric tons of CO₂e annually, an amount less than established thresholds. Impacts would be less than significant.

⁸ Guidance for Valley Land-use Agencies in Addressing GHG Emission Impacts for New Projects under CEQA. <http://www.valleyair.org/Programs/CCAP/12-17-09/3%20CCAP%20-%20FINAL%20LU%20Guidance%20-%20Dec%2017%202009.pdf>

3.10 Hazards and Hazardous Materials

Table 3-13. Hazards and Hazardous Materials Impacts

Hazards and Hazardous Materials Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Expose people or structures, either directly or indirectly to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.10.1 Environmental Setting and Baseline Conditions

3.10.1.1 Hazardous Materials

The Hazardous Waste and Substances Sites (Cortese) List is a planning document used by the State, local agencies, and developers to comply with CEQA requirements in providing information about the location of hazardous materials release sites. Government Code Section 65962.5 requires the California Environmental Protection Agency (CalEPA) to develop at least annually an updated Cortese List. The Department of Toxic Substances Control (DTSC) is responsible for a portion of the information contained in the Cortese List. Other State and local government agencies are required to provide additional hazardous material release information for the Cortese List. DTSC's EnviroStor database provides DTSC's component of Cortese List data (DTSC, 2010). In addition to the EnviroStor database, the State Water Resources Control Board (SWRCB) Geotracker database provides information on regulated hazardous waste facilities in California, including underground storage tank (UST) cases and non-UST cleanup programs, including Spills-Leaks-Investigations-Cleanups (SLIC) sites, Department of Defense (DOD) sites, and Land Disposal program. A search of the DTSC

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EnviroStor database and the SWRCB Geotracker performed on May 14, 2021 determined that there are no known active hazardous waste generators or hazardous material spill sites within the Project site or immediate surrounding vicinity.

The Project is also subject to DCC regulation addressing potential impacts from hazards and hazardous materials under California Code of Regulations Sections 16102(q), 16106(a)(3), 16304(f), and 16307 which generally include establishing a responsible party for the project, including adhering to conditions requested by CDFW or SWRCB, compliance with pesticide laws, regulations, and use requirements. Compliance with these regulations would help reduce potential project impacts of hazards and hazardous materials to less than significant.

3.10.1.2 Airports

The William Robert Johnston Municipal Airport is approximately one mile northeast of the Project.

3.10.1.3 Emergency Response Plan

The City of Mendota prepared an Emergency Operations Plan (EOP) in 2006. The objective of the EOP is to incorporate and coordinate all the facilities and personnel of the City into an efficient organization capable of responding to any emergency.⁹

3.10.1.4 Sensitive Receptors

Approximately 600 feet southeast of the Project site is mobile home/RV residential area.

3.10.1.5 Local

City of Mendota General Plan:¹⁰ The Mendota General Plan sets forth the following goals and policies that pertain to hazards and hazardous materials of the City and which may be relevant to the Project's CEQA review:

- *S-5.3 Hazardous materials procedures should be consistent the Fresno County Hazardous Waste Management Plan (HWMP).*
- *S-5.5 The City should storage handling, transport and disposal issues.*

3.10.2 Impact Assessment

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less than Significant Impact. Truck deliveries will be made to and from the Project site, utilizing diesel fuel. However, truck deliveries currently exist in the City of Mendota. In addition, the Project would utilize pesticides, herbicides, and other agricultural materials during operation of the Project. These materials are allowed under the Department of Cannabis Control regulations. Therefore impacts would be less than significant.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

No Impact. The Project is not expected to generate excessive traffic to the Project site and the Project will not produce or utilize and hazardous substances. The Project will not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

⁹ (City of Mendota General Plan, n.d.) Accessed May 2021.

¹⁰ (City of Mendota General Plan, n.d.) Accessed May 2021.

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c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

No Impact. The Project site is not within one-quarter mile of an existing or proposed school. There is no impact.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

No Impact. The Project site is not included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5. There will be no impact.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

Less than Significant Impact. The Project Site is located within the planning area of the Fresno County Airport Land Use Compatibility Plan (ALUCP). Three Airport Safety Zones overlie the Project site: Runway Protection Zone, Inner Approach Zone, and Traffic Pattern Zone. At a special meeting on March 8, 2021, the Fresno County Airport Land Use Commission made a conditional finding of compatibility with the ALUCP 1) provided that no part of the operation would occur within the 2.20 acres of Runway Protection Zone and 2) pending consultation with the Federal Aviation Administration regarding perimeter fence height. Impacts will be less than significant.

f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

No Impact. The City of Mendota's adopted Emergency Operations Plan (EOP) would not be significantly affected by the Project. Disturbances to traffic patterns are not to be expected. Therefore, Project-related impacts to emergency evacuation routes or emergency response routes on local roadways would have no impact.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

No Impact. The nearest State Responsibility Area is located approximately 15 miles southwest of the Project site. The Project is located in an urbanized area. To the northeast is the William Robert Johnston Municipal Airport, industrial developments to the immediate northwest and southeast, and the southwest, across the Southern Pacific Railroad, is residential land uses of differing types.

3.11 Hydrology and Water Quality

Table 3-14. Hydrology and Water Quality Impacts

Hydrology and Water Quality Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.11.1 Environmental Setting and Baseline Conditions

The Project site is located in the Delta-Mendota Subbasin the City of Mendota’s three water supply wells are located northeast of the city limits on land leased from a private agricultural interest. These wells have a production capacity of approximately 3,500 to 3,600 gallons per minute (GPM) or 5.0 to 5.2 million gallons per day (MGD). Peak summer water usage is approximately 2.5 MGD for the City. Water from the well field is delivered to the City’s water treatment plant prior to distribution throughout the City. The plant can treat approximately 3,000 GPM, or 4.3 MGD. The plant also contains two 1.0-million-gallon water storage tanks.

DCC regulation that governs the Project and addresses potential impacts on hydrology and water quality is included under California Code of Regulations Sections 16102(p), 16102(v), 16102(w), 16102(dd), 16107(b), 16216, 16304(a and b), and 16307 which generally include evidence of enrollment in an order of waste discharge requirements, identification of the water source, adherence to lake or streambed alteration requirements,

avoidance of impacted watersheds, compliance with section 13149 of the Water Code, compliance with conditions requested by CDFW or SWRCB, and compliance with pesticide use requirements. Compliance with these regulations would help reduce potential project impacts to hydrology and water quality to less than significant.

3.11.2 Impact Assessment

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

Less than Significant Impact. The Project proposes up to 15 acres of cannabis planted in pots on the ground. Ground disturbance would be minimal. The site will be graded such that all irrigation water will remain onsite and irrigation timing and duration will be closely monitored to prevent ponding or wastage. Since the irrigation season is opposite of the region's precipitation season and there will not be any impervious surface, there is not anticipated to be any runoff into the City's storm drainage system. The Project does not propose any onsite buildings, including restrooms, so it is not anticipated that any wastewater will be generated and, accordingly, there would be no connection to the City's wastewater system. Impacts will be less than significant.

b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact with Mitigation. The Applicant estimates approximately 9 million gallons per year, or roughly 3.66 acre-feet per acre per year. The City has sufficient water production capacity to serve the Project; however, if irrigation at the Project coincides with daily peak domestic water use, the City's water treatment plant may not be able to treat water at a rate sufficient to maintain City-wide pressure. Implementation of **HYD-1** below would ensure that the effects are reduced to a less than significant level.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

c-i) result in substantial erosion or siltation on- or off-site;

c-ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;

c-iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or

c-iv) impede or redirect flood flows?

Less than Significant Impact. The Project proposes up to 15 acres of cannabis planted in pots on the ground. The area of impermeable surface would not increase. The site will be graded such that all irrigation water will remain onsite and irrigation timing and duration will be closely monitored to prevent ponding or wastage. Since the irrigation season is opposite of the region's precipitation season and there will not be any impervious surface, there is not anticipated to be any runoff into the City's storm drainage system. The Project does not propose any onsite buildings that could or impede or redirect flood flows. Impacts will be less than significant.

d) Would the project in flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundations?

No Impact. The Project is not located in a flood hazard, tsunami, or seiche zone. There will be no impact.

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e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact with Mitigation. The Project proposes up to 15 acres of cannabis planted in pots on the ground. The Applicant estimates that approximately 9 million gallons per year, or roughly 3.66 acre-feet per acre per year, or 1.83 acre-feet per gross acre, will be used to irrigate the plants. The SJREC GSP states that the City of Mendota has a sustainable yield of 800 AF per year, or roughly 0.3 acre-feet per acre.

As stated in the SJREC GSP, the City is actively pursuing water conservation. In order to maintain sustainability, the City is committed to offsetting an increase in demand based on projected population growth, by developing certain projects. Each project will be analyzed jointly with the City and the SJREC to maximize the regional benefits. The City will develop projects including:

- 1) *storm water capture;*
- 2) *demand reduction through reduced watering;*
- 3) *surface water transfer;*
- 4) *purchasing groundwater credits;*
- 5) *participation in recharge projects;*
- 6) *reclaimed water for outdoor watering; and,*
- 7) *the city will continue to investigate other types of projects.*

Because there are no identified projects to improve groundwater sustainability, this constitutes a significant impact. Implementation of HYD-1 would reduce impacts to less than significant.

Mitigation Measure

HYD-1 (Off-Site Water Use Reduction). Prior to commencement of land use, the City shall identify a list and cost of water conservation and/or recharge projects that would reduce the net increase in water to 1.46 million gallons per year. The applicant shall pay its fair share towards the project(s). The City shall cause the completion of the identified projects prior to exceedance of the City's sustainable yield amount (800 AFY). Such water conservation projects may include:

- Funding dishwasher, clothes washer, toilet, or landscape replacement and/or rebate programs.
- Identification and elimination of public water system leaks.
- Stormwater capture
- Construction of recharge basins

Agriculture irrigation efficiency projects may be funded and implemented in perpetuity by the project proponent.



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Figure 3-3 FEMA Map

3.12 Land Use and Planning

Table 3-15. Land Use and Planning Impacts

Land Use and Planning Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.12.1 Environmental Setting and Baseline Conditions

The Project is located at the southeastern region of the City of Mendota in the northwestern portion of Fresno County. The Project site is located in an urbanized area, with the William Robert Johnston Municipal Airport to the northeast, industrial developments to the immediate northwest and southeast, and residential land uses across the Southern Pacific Railroad to the southwest.

The Project site consists of Assessor’s Parcel Number 013-280-29, an approximately 15-acre site. The site is planned as Light Industrial by the Mendota General Plan and is zoned M-1/CO (Light Manufacturing with Commercial Cannabis Overlay District). Surrounding zone designations and General Plan land use designations are detailed in **Figure 2-5** and **Figure 2-6**.

3.12.2 Impact Assessment

a) Would the project physically divide an established community?

No Impact. The existing site is an undeveloped vacant lot. The Project is not proposing a physical barrier or other physical division within an established community. There is no impact.

b) Would the project cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

No Impact. The Project is consistent with the designated land use and zone district; therefore, the Project will not cause a significant environmental conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.

3.13 Mineral Resources

Table 3-16. Mineral Resources Impacts

Mineral Resources Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.13.1 Environmental Setting and Baseline Conditions

The Project is located in the City of Mendota within the northwestern portion of Fresno County, in the southern section of California’s Great Valley Geomorphic Province, or Central Valley. Historically, Fresno County has been a leading producer of a variety of minerals including aggregate, fossil fuels, metals, and other materials used construction or in industrial processes. Currently, aggregate and petroleum are the County’s most significant mineral resources. The Coalinga area, in western Fresno County, has been a valuable region for mineral resources as a top producer of commercial asbestos and home to extensive oil recovery operations.

California Department of Conservation’s Division of Oil, Gas, and Geothermal Resources (DOGGR) maintains a database of oil wells in the Project area. According to the DOGGR Well Finder there are three plugged and abandoned wells within two miles of the Project site (Donco Co. #1, D.J. Pickrell #1, and Gamma Corp #1). There are no active wells within two miles of the Project site.

There are no known current or historic mineral resource extraction or recovery operations in the Project vicinity nor are there any known significant mineral resources onsite.

3.13.2 Impact Assessment

- a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?
- b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?

a and b) No Impact. The California Surface Mining and Reclamation Act of 1975 (SMARA) was intended to protect the State’s need for a continuing supply of mineral resources, while protecting public an environmental health. SMARA requires that all cities incorporate into their general plans mapped mineral resource designations approved by the State Mining and Geology Board. The State Geologist classifies land in California based on availability of mineral resources. Because available aggregate construction material is limited, five designations have been established for the classification of sand, gravel and crushed rock resources: Scientific Resource, Mineral Resource Zone 1, Mineral Resources Zone 2, and Mineral Resource Zone 3, and Mineral Resource Zone 4.

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According to the Department of Conservation Special Report 158, *Mineral Land Classification: Aggregate Materials in the Fresno Production-Consumption Region Sanger Plate*, the Project is in an undefined area of Fresno County. However, there are no known mineral resources locations near the Project. Mineral Resource Zone 3 (MRZ-3) is an area where the significance of mineral deposits cannot be determined from the available data. There are no known sources of mineral resources extraction or recovery operations in the Project vicinity nor any known significant mineral resources onsite.¹¹ Therefore, the Project could be classified in as MRZ-3. Implementation of the Project would not result in the loss of availability of a known mineral resource since no known mineral resources occur in this area. In addition, DOGGR has no record of active or inactive oil or gas wells or petroleum resources on the Project site or in the vicinity¹² and the Project area has not been designated as a locally important mineral resource recovery site by a general plan, specific plan, or land use plan. There would be no impact.

¹¹ (Fresno County General Plan Policy Document, 2000) Accessed May 2021.

¹² (California Department of Conservation Well Finder, 2020) Accessed May 2021.

3.14 Noise

Table 3-16. Noise Impacts

Noise Impacts				
Would the project result in:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.14.1 Environmental Setting and Baseline Conditions

There are a variety of sources that produce noise in Mendota including traffic, airport operations, and agricultural operations. Airport, traffic, and railroad noise are the dominant sources of ambient noise near the Project site. The William Robert Johnston Municipal Airport is the largest source of noise in the area due to the airport being immediately adjacent to the Project site. The Southern Pacific Railroad, which runs parallel to the southwest of the property, is a large source of noise as well.

The Project is subject to DCC regulation that address potential impacts from noise under California Code of Regulations Sections 16304(e) and 16306 which generally include requirements for generators and generator use. Compliance with these regulations would help reduce potential project noise impacts to less than significant.

3.14.1.1 Local

City of Mendota General Plan¹³: The Mendota General Plan sets forth the following goal pertaining to noise standards and may have relevance to the Project’s CEQA review:

- *N-1 Prevention of noise from interfering with human activities and protection of the community from the harmful effects of exposure to excessive noise, maintaining an amiable community in which to live for the residents of Mendota.*

3.14.2 Impact Assessment

- a) Would the project result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

¹³ (City of Mendota General Plan, n.d.) Accessed 14 May 2021.

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No Impact. Due to the Project's location in relation to the existing airport, which currently generates a significant amount of noise, the project would not result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. During operation, the site would be cultivated by hand and is not expected to utilize machinery or equipment that would result in increased levels of noise for the surrounding area. The impact would be less than significant.

b) Would the project result in generation of excessive ground borne vibration or ground borne noise levels?

No Impact. The Project proposes to cultivate up to 15 acres of cannabis planted in pots placed on the ground. Ground disturbance would be minimal in nature, therefore the Project will not result in generation of excessive ground borne vibration or ground borne noise levels.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact. The Project proposes to cultivate up to 15 acres of cannabis planted in pots placed on the ground. Ground disturbance would be minimal in nature. It is assumed a negligible amount of noise will be generated from the Project. The Project will not expose people residing or working in the Project area to excessive noise levels.

3.15 Population and Housing

Table 3-17. Population and Housing Impacts

Population and Housing Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.15.1 Environmental Setting and Baseline Conditions

The City of Mendota’s population was 11,014 at the 2010 U.S. Census and was estimated to be at 11,511 as of July 2019. The U.S. Census also estimates approximately 4.06 persons per household in the City.¹⁴ The State Routes 180 and 33 traverse the agricultural city. Mendota is located approximately 8.5 miles south-southeast of Firebaugh, at an elevation of 174 feet.

3.15.2 Impact Assessment

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

No Impact. The Project proposes the cultivation of up to 15 acres of cannabis planted in pots placed on the ground. No new homes will be proposed, but the Project will hire employees to plant, maintain, and harvest the crops. The need for employees will not affect population growth because the Project intends to hire local City residents. There will be no impact.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact. The Project will utilize vacant land that is located in an urbanized area. It will not result in the displacement of housing or any people. There will be no impact.

¹⁴ <https://www.census.gov/quickfacts/mendocitycalifornia> U.S. Census, accessed May 2021.

3.16 Public Services

Table 3-18. Public Services Impacts

Public Services Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.16.1 Environmental Setting and Baseline Conditions

Fire Protection: The closest fire station is Fresno County Fire District/CAL FIRE Station 96 located approximately 0.95 miles northwest of the Project.

Police Protection: The closest law enforcement is the Mendota Police Department located approximately 0.15 miles east of the Project. The next closest law enforcement is the Fresno County Sheriff’s Office, San Joaquin Station, located approximately 17.1 miles southeast of the Project site.

Schools: The closest school to the Project is Mendota High School located approximately 0.35 miles west of the Project site.

Parks: The closest park is the Veteran’s Park located approximately 0.50 miles northwest of the Project site. There is also Rojas-Pierce Park approximately 0.76 miles west of the Project and the Lindgren-Lozano Park located approximately 1.08 miles northwest of the Project.

Landfills: The closest landfill to the Project site is the American Avenue Landfill located approximately 14 miles southeast.

3.16.2 Impact Assessment

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the

construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire Protection: Less than Significant Impact. The City of Mendota is located in the Fresno County Fire Protection District (FCFPD). The Project site would be served by Station 96, located approximately 0.95 mile northwest at the intersection of McCabe Street and State Route 33/Derrick Avenue. The Project would be required to comply with the requirements of the FCFPD regarding access, water mains, fire flow, hydrants, and review of engineering plans. Standard fire suppression conditions are incorporated as part of the Project. Increased demands for fire service are funded almost entirely through property taxes. Therefore, impacts to fire protection services are considered less than significant.

Police Protection: Less than Significant Impact. The City of Mendota provides local policing. The Project proposal would be served by the City of Mendota Police Department and the cultivation of cannabis on the Project site is not anticipated to negatively impact police protection. Therefore, adverse impacts would be less than significant.

Schools: No Impact. The closest school to the Project site is Mendota High School at 0.35 miles away. The Project site and Mendota High School are physically divided by residential development and the Project is not expected to generate new students, therefore there will be no impacts to schools.

Parks: No Impact. The closest park is the Veteran’s Park located approximately 0.57 miles northwest of the Project site. The Project will have no impact on parks.

Landfills: Less than Significant Impact. Virtually all waste generated at the site would be in the form of green waste or recyclable materials (plastic or metal containers) that would be disposed of in compliance with CalRecycle requirements. Therefore, the Project will have a less than significant impact on landfills.

3.17 Recreation

Table 3-19. Recreation Impacts

Recreation Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.17.1 Environmental Setting and Baseline Conditions

The Mendota General Plan calculated the amount of park and recreational land based upon the combined total of developed park acreage plus 50 percent of the amount of school sites that have adjoining sports fields. The City currently has 23 acres of existing park and recreational land. Mendota’s three primary parks developed for recreational use are: Veteran’s Park, Lozano-Lindgren Park, and Rojas-Pierce Park. Veteran’s Park, the nearest park is approximately 0.57 miles northwest of the Project. Existing recreational opportunities in Mendota range from traditional active sports such as baseball and soccer to passive recreation such as nature observation and simply spending time outdoors. Between these two extremes falls a range of activities enjoyed by many residents, including picnicking in parks, walking and bicycling, and playground activities.

3.17.1.1 Local Regulations

City of Mendota General Plan:¹⁵ The Mendota General Plan sets forth the following goals and policies that pertain to recreational facilities of the City and which have potential relevance to the Project’s CEQA review:

- *OSC-2.1 The City shall maintain a standard of 5.0 acres of developed parkland per 1,000 residents.*
- *OSC-2.3 The City shall reserve and promote open space and recreational areas of varying scales and uses in Mendota. The provision of private and common open space shall be required for multi-family residential development projects.*

3.17.2 Impact Assessment

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact. The Project proposes the cultivation of up to 15 acres of cannabis planted in pots placed on the ground. The Project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

¹⁵ (City of Mendota General Plan, n.d.) Accessed May 2021.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact. The Project proposes the cultivation of up to 15 acres of cannabis planted in pots placed on the ground. The Project does not include recreational facilities or require the construction or expansion of recreational facilities therefore there would be no impact.

3.18 Transportation

Table 3-20. Transportation Impacts

Transportation Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)??	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.18.1 Environmental Settings and Baseline Conditions

The City of Mendota is a small rural community in western Fresno County. The City is located west of Fresno and east of Interstate 5. SR 180/Oller Street runs northwest to southeast and is approximately 850 feet southwest of the Project site. SR 33/Derrick Avenue runs north-south and is approximately 4,000 feet east of the Project site. Both routes provide a transportation corridor for residents of Mendota, farmers, and others in the region.

3.18.2 Impact Assessment

a) Would the project conflict with a plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

No Impact. There will be no work done in the existing right-of-way. The Project will not require any off-site improvements that would conflict with a plan, ordinance, or policy addressing the circulation system, including transit, roadway, bicycle, and pedestrian facilities.

b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3 subdivision (b)?

Less than Significant Impact. The project is located within the city limits in an urbanized environment. The Project will not increase vehicles miles traveled (See **Appendix A**). The Project will be consistent with CEQA Guidelines section 15064.3 subdivision (b).

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

No Impact. The Project site does not propose any sharp curves or dangerous intersections, nor does it propose any incompatible uses. The Project site is fronting Marie Street at a location that does not have an intersection. The closest intersection is approximately 900 feet northwest of the Project site at 9th Street. There will be no impact.

d) Would the project result in inadequate emergency access?

No Impact. This Project will not result in a modification to any roads that would impact emergency access; therefore, the Project will not result in inadequate emergency access.

3.19 Tribal Cultural Resources

Table 3-21. Tribal Cultural Resources Impacts

Tribal Cultural Resources Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
i. Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii. A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3.19.1 Environmental Setting and Baseline Conditions

Penutian-speaking Yokuts tribal groups occupied the southern San Joaquin Valley region and much of the nearby Sierra Nevada. For a variety of historical reasons, existing research information emphasizes the central Yokuts tribes who occupied both the valley and particularly the foothills of the Sierra Nevada mountains.

Although population estimates vary and population size was greatly affected by the introduction of Euro-American diseases and social disruption, the Yokuts were one of the largest, most successful groups in Native California. Cook estimates that the Yokuts region contained 27 percent of the aboriginal population in the state at the time of contact; other estimates are even higher. Many Yokut descendants continue to live in Fresno County, either on tribal reservations, or in local towns and communities.

3.19.1.1 Local

- *Goal OSC-6 Preservation and enhancement of archaeological, historic and other cultural resources within Mendota.*
- *Policy OSC-6.1 Establish and promote programs that identify, maintain and protect buildings, sites, or other features of the landscape possessing historic or cultural significance.*
- *Policy OSC-6.10 If human remains are discovered, all work shall be halted immediately within 50 feet of the discovery, the City of Mendota Planning Department shall be notified, and the County Coroner must be notified, according to Section 5097.98 of the State Public Resources Code and Section 7050.5 of California’s Health and Safety Code. If the*

remains are determined to be Native American, the coroner will notify the Native American Heritage Commission, and the procedures outlined in CEQA Section 15064.5(d) and (e) shall be followed.

- *Policy OSC-6.11 Prior to the commencement of project ground disturbing activities, all construction personnel shall be informed of the type(s) of cultural resources that might be inadvertently uncovered in the area and protocols to be implemented to protect Native American human remains and any subsurface cultural resources.*

3.19.2 Impact Assessment

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:

a-i) Listed or eligible for listing in the California Register of Historical Resources, or in the local register of historical resources as defined in Public Resources Code section 5020.1(k), or

a-ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

Less Than Significant With Mitigation. As noted in **Section 2.1.11**, the City notified the Santa Rosa Rancheria Tachi Yokut Tribe about the Project on March 24, 2021. On June 7, 2021, the tribe responded via email with requests for an archaeological survey and archaeological records search, and to be notified of any discoveries made on the Project site. Following discussions with the applicant, during which it was made evident that there would be little ground disturbance, the Tribe modified its request to include only cultural sensitivity training for onsite Project personnel. The applicant has agreed to execute a contract with the Tribe for said training. With incorporation of **Mitigation Measure TCR-1**, the Project's potential to cause a substantial adverse change in the significance of a tribal cultural resource would be less than significant.

Mitigation Measure

TCR-1 (Cultural Sensitivity Training) Prior to commencement of construction, the Tribe shall make a presentation at the Project site to all onsite workers. The presentation will show typical artifacts from the area and will explain the laws affecting cultural and tribal resources and the responsibilities of the parties regarding discovery of cultural resources or human remains. To facilitate this training, the applicant shall execute the Tribe's Native American Monitoring Contract.

3.20 Utilities and Service Systems

Table 3-22. Utilities and Service Systems Impacts

Utilities and Service Systems Impacts				
Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.20.1 Environmental Setting and Baseline Conditions

The Project is located within the Mowry Lake-Fresno Slough watershed; HUC: 180300091003 (EPA, 2019), approximately 2.5 miles southwest of the Mendota Pool at the confluence of the San Joaquin River and the Fresno Slough, and 7 miles east of Panoche Creek. The San Joaquin River, Fresno Slough, and Mendota Pool have been levied and much of the surrounding land is now intensively cultivated for agricultural production. Historically, the Mendota area supported large areas of riparian wetlands and important waterfowl habitat. Due to alteration of the aquatic features in the vicinity and the conversion of natural habitat to agricultural lands, the riparian habitat is now limited to the margins of these waterways and to undisturbed areas within ecological reserves, managed wildlife areas, and national wildlife refuges.

The City of Mendota’s Public Utilities Department’s mission is to deliver potable water to the residents of Mendota and provide sewer services for the disposal of wastewater. See **Section 3.11.1** for a discussion of the City’s water production capabilities.

The City’s wastewater treatment plant (WWTP) has been in operation since 1974 and is located northeast of the city. The Project will not connect to the WWTP.

The Project is subject to DCC regulation that address potential impacts on utilities and service systems under California Code of Regulations Sections 16102(s), 16108, and 16308 which generally include heating and cooling power source identification and consideration, as well as compliance with the need for creation or adherence

to a cannabis waste management plan. Compliance with these regulations would help reduce potential project impacts to utilities and service systems to less than significant.

3.20.1.1 Water Supply

The proposed Project will connect to the City of Mendota’s existing water supply system. 10-inch water mains exist in Marie Street as well as along the southeastern and northeastern property lines.

3.20.1.2 Wastewater Collection and Treatment

The proposed Project is not anticipated to generate any wastewater, and thus will not be connected to the City of Mendota’s sewer system.

3.20.1.3 Landfills

The City of Mendota is served by the American Avenue Landfill which is located approximately 14 miles southwest of the Project site. Most waste generated at the site is anticipated to be green waste and other plastic and metal recyclables.

3.20.2 Impact Assessment

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

a) and b) **Less than Significant Impact With Mitigation.** The Project is anticipated to use approximately 8,000 gallons of water per day. As discussed in **Section 3.11.2**, the City has a water supply of 5.0 MGD, and a usage rate of 2.5 MGD. The Project would have a minimal impact on the supply of water for the City, and the City has enough water capacity for future development and possible dry years. Therefore, impacts would be less than significant.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the **project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments?**

No Impact. The project will not generate any wastewater. There is no impact.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

Less than Significant Impact. It is undetermined at this time how much waste the Project will generate, but the Project site will be served by the American Avenue landfill, operated by the County of Fresno, approximately 14 miles southwest, which has sufficient capacity to operate through 2031.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact. The Project will comply with all regulations related to the generation, storage, and disposal of solid waste.

3.21 Wildfire

Table 3-23. Wildfire Impacts

Wildfire Impacts				
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrollable spread of wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

3.21.1 Environmental Setting and Baseline Conditions

The Project is located in Fresno County in the City of Mendota. The Project site is in a flat urbanized area of the Central San Joaquin Valley. The Project is not located in or near State Responsibility Areas (SRA) or lands classified as very high fire hazard severity zones.

3.21.2 Impact Assessment

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:

- a) Substantially impair an adopted emergency response plan or emergency evacuation plan?
- b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?
- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?
- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact (a)(b)(c)(d). The Project is not located in or near an SRA or lands classified as very high fire hazard severity zones. The nearest SRA is approximately 15 miles southwest of the Project site. Additionally, the site is approximately 20 miles from the nearest Very High classification of Fire Hazard Severity Zone (FHSZ). The Project will not impair an emergency response plan or exacerbate fire risks. Therefore, further analysis of the Projects potential impacts to wildfire are not warranted. There would be no impacts.

3.22 CEQA Mandatory Findings of Significance

Table 3-24. Mandatory Findings of Significance Impacts

Mandatory Findings of Significance Impacts				
Does the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

3.22.1 Environmental Settings and Baseline Conditions

The Project site is a vacant lot covered with weeds. To the northeast is the William Robert Johnston Municipal Airport, and industrial developments to the immediate northwest and southeast. To the southwest, across the Southern Pacific Railroad, are residential land uses of differing types.

3.22.2 Impact Assessment

a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less than Significant Impact with Mitigation Incorporated. The analysis conducted in this Initial Study/Mitigated Negative Declaration results in a determination that the Project, with incorporation of mitigation measures, will have a less than significant effect on the environment. The potential for impacts to hydrological resources and Tribal resources from the implementation of the Project will be less than significant with the incorporation of the mitigation measures discussed in this analysis. Accordingly, the Project will involve no potential for significant impacts through the degradation of the quality of the environment, the reduction in the habitat or population of fish or wildlife, including endangered plants or animals, the elimination of a plant or animal community or example of a major period of California history or prehistory.

b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact. CEQA Guidelines Section 15064(i) states that a Lead Agency shall consider whether the cumulative impact of a project is significant and whether the effects of the project are cumulatively considerable. The assessment of the significance of the cumulative effects of a project must, therefore, be conducted in connection with the effects of past projects, other current projects, and probable future projects. In addition, the City of Mendota includes a Cannabis Overlay District that encourages additional cannabis related businesses within the City limits that will increase the potential for cannabis related businesses within the area, and as a result would increase the potential for cumulative impacts. Several other outdoor cannabis projects have been proposed that would likely cause some impacts due to water consumption, however these impacts have been reduced to a less than significant level. The City would have the capacity within its existing utility infrastructure to support additional cannabis related businesses.

c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact. The analysis conducted in this Initial Study results in a determination that the Project would have a less than a substantial adverse effect on human beings, either directly or indirectly.

3.23 Determination: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Signature

October 6, 2021

Date

Jeffrey O'Neal, AICP, City Planner

Printed Name/Position

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Chapter 4 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the IS/MND for the Project in the City of Mendota. The MMRP lists mitigation measures recommended in the IS/MND and identifies monitoring and reporting requirements.

Table 4-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of **Table 4-1** identifies the mitigation measure. The second column, entitled “When Monitoring is to Occur,” identifies the time the mitigation measure should be initiated. The third column, “Frequency of Monitoring,” identifies the frequency of the monitoring of the mitigation measure. The fourth column, “Agency Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last two columns will be used respectively by the City of Mendota to verify the method utilized to confirm or implement compliance with mitigation measures and identify the individual(s) responsible to confirm mitigation measures have been complied with and monitored.

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Table 4-1 Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Hydrology					
HYD-1 (Off-Site Water Use Reduction)					
<p>Prior to commencement of land use, the City shall identify a list and cost of water conservation and/or recharge projects that would reduce the net increase in water to 1.46 million gallons per year. The applicant shall pay its fair share towards the project(s). Such water conservation projects may include:</p> <ul style="list-style-type: none"> • <i>Funding dishwasher, clothes washer, toilet, or landscape replacement and/or rebate programs.</i> • <i>Identification and elimination of public water system leaks.</i> • <i>Stormwater capture</i> • <i>Construction of recharge basins</i> <p>Agriculture irrigation efficiency projects may be funded and implemented in perpetuity by the project proponent.</p>	Prior to commencement of land use	Once	City of Mendota	Permit condition; Receipt of funding for project(s)	
Tribal Cultural Resources					
TCR-1 (Cultural Sensitivity Training)					
<p>The Tribe shall make a presentation at the Project site to all onsite workers. The presentation will show typical artifacts from the area and will explain the laws affecting cultural and tribal resources and the responsibilities of the parties regarding discovery of cultural resources or human remains. To facilitate this training, the applicant shall execute the Tribe's Native American Monitoring Contract.</p>	Prior to commencement of construction	Once	City of Mendota	Permit condition; receipt of sign-in sheet	

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Appendix A

Air Quality and Greenhouse Gas Emissions Output Files

Inputs

2,600,000 grams per year
 454 grams per pound
 2,000 pounds per ton
 2.87 tons per day
 34,000 lb cargo per truck
 23 tons cargo per truck
 0.124609206 trucks per day
 340 miles to Frazier Park (SJVAPCD perimeter)
 42.36713016 VMT per day
 7 days per week operational
 15,464 Total SJVAPCD VMT per Year

Source: EMFAC2021 (v1.0.0) Emission Rates

Region Type: County

Region: Fresno

Calendar Year: 2021

Season: Annual

Vehicle Classification: EMFAC2007 Categories

Units: miles/day for CVMT and EVMT, trips/day for Trips, kWh/day for Energy Consumption, g/mile for RUNEX, PMBW an

Region	Calendar Year	Vehicle Category	Model Year	Speed	Fuel
Fresno	2021	HHDT	Aggregate	Aggregate	Diesel
Total Outputs	ROG	NOX	CO	SOx	PM10
grams	665.01	39,513.13	2,735.24	240.31	642.36
pounds	1.47	87.11	6.03	0.53	1.42
tons/metric tons	0.00	0.04	0.00	0.00	0.00
SJVAPCD Outputs	ROG	NOX	CO	SOx	PM10
grams	665.01	39,513.13	2,735.24	240.31	642.36
pounds	1.47	87.11	6.03	0.53	1.42
tons/metric tons	0.00	0.04	0.00	0.00	0.00
Electricity					
PG&E Emission Factors			GWP		
CO2	203.983 lbs per MWh			1	
CH4	0.033 lbs per MWh			25	
N2O	0.004 lbs per MWh			298	
Supply	2117 kWh per MG				
Treat	111 kWh per MG				
Distribute	1272 kWh per MG				
Water Consumption	9 MG		31.5 MWh		2.943364389

id PMTW, g/trip for STREX, HOTSOAK and RUNLOSS, g/vehicle/day for IDLEX and DIURN

Population	Total VMT	CVMT	EVMT	Trips	Energy Consumption	NOx_RUNEX	NOx_IDLEX	NOx_STREX	PM2.5_RUNEX	PM2.5_IDLEX	
12992.99728	1955872.038	1955872.038	0	222218.2777		0	2.555168248	87.87403992	2.362571876	0.039741879	0.074452054

PM2.5	CO2e
1,151.33	26,569,697.11
2.54	58,576.09
0.00	26.57

PM2.5
614.57
1.35
0.00

MT

PM2.5_STREX	PM2.5_PMTW	PM2.5_PMBW	PM10_RUNEX	PM10_IDLEX	PM10_STREX	PM10_PMTW	PM10_PMBW	CO2_RUNEX	CO2_IDLEX
0	0.008917775	0.027553558	0.04153883	0.077818445	0	0.035671098	0.078724452	1641.066272	16859.93754

CO2_STREX	CH4_RUNEX	CH4_IDLEX	CH4_STREX	N2O_RUNEX	N2O_IDLEX	N2O_STREX	ROG_RUNEX	ROG_IDLEX	ROG_STREX	ROG_HOTSOAK	
0	0.001997418	0.317869799		0	0.25855066	2.656290025	0	0.043003863	6.843649597	0	0

ROG_RUNLOSS	ROG_DIURN	TOG_RUNEX	TOG_IDLEX	TOG_STREX	TOG_HOTSOAK	TOG_RUNLOSS	TOG_DIURN	NH3_RUNEX	CO_RUNEX
0	0	0.048956624	7.790974119		0	0	0	0.20187974	0.176877683

CO_IDLEX	CO_STREX	SOx_RUNEX	SOx_IDLEX	SOx_STREX
92.82041553		0	0.015539916	0.159653526
				0



9/23/21

Attn: Celeste Cabrera-Garcia, City Clerk

City of Mendota
643 Quince Street
Mendota, CA 93640
Via email to: ccabrera@cityofmendota.com

Request for Appeal of Planning Commission Decision re: Application No. 21-01, the Left Mendota II, LLC Commercial Cannabis Project, 1111 Marie Street

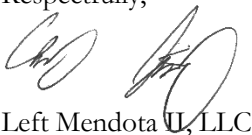
Appealing Party: Left Mendota II, LLC

Resolutions:

- No. PC 21-05 adopting a mitigated negative declaration pursuant to the California Environmental Quality Act;
- No. PC 21-06 approving a conditional use permit;
- No. PC 21-07 making a recommendation to the City Council regarding a development agreement in the matter of Application No. 21-01, the Left Mendota II, LLC Commercial Cannabis Project

Rationale for Appeal: Pursuant to Mendota Municipal Code Section 17.08.050(I)(3), Left Mendota II, LLC is appealing the Planning Commission decision made on September 21, 2021 to disapprove Resolution Nos. PC 21-05, PC 21-06, and PC 21-07 regarding Application No. 21-01. Left Mendota II, LLC believes this project meets all requirements for approval as set out by the City Planner, Jeff O'Neal; Assistant City Attorney, Hunter Castro; and City Manager, Cristian Gonzalez. The primary reason for denial of the application, according to Chairperson Luna, was an alleged lack of progress at 1269 Marie Street. However, the 1269 Marie Street project is an unrelated project and should not have a bearing on the Commission's consideration of Application No. 21-01.

Respectfully,



Left Mendota II, LLC
Christopher Lefkowitz
Managing Member

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

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF MENDOTA ADOPTING A MITIGATED
NEGATIVE DECLARATION PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT
IN THE MATTER OF APPLICATION NO. 21-01,
THE LEFT MENDOTA II, LLC COMMERCIAL
CANNABIS PROJECT (APN 013-280-29)**

RESOLUTION NO. 21-81

WHEREAS, at a regular meeting on October 12, 2021 the Mendota City Council considered Application No. 21-01, submitted by Left Mendota II, LLC, said application proposing to develop Assessor's Parcel No. 013-280-29 with a commercial cannabis facility; and

WHEREAS, to facilitate said development, the applicant has requested that the City undertake various processes, said processes to include:

1. A conditional use permit.
2. A development agreement; and

WHEREAS, the requested processes and the resulting physical development of the Project Site, individually and collectively, constitute 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, pursuant to Public Resources Code section 21080.3.1, on March 18, 2021 the City provided notice of the Project to the Santa Rosa Rancheria Tachi Yokut Tribe, and received a response therefrom requesting that cultural sensitivity training be included as mitigation for the project; and

WHEREAS, the City has prepared an initial study pursuant to the provisions of the CEQA and made a preliminary determination that approval of the Project, with mitigation incorporated, would not result in any significant impacts to the environment, and accordingly adoption of a mitigated negative declaration would be appropriate; and

WHEREAS, on July 7, 2021 the City published a notice of intent to adopt a mitigated negative declaration in *The Business Journal*, said notice indicating that the initial study and proposed mitigated negative declaration (IS/MND) would be available for public review starting on July 7, 2021 and ending on August 5, 2021; and

WHEREAS, on July 7, 2021 the City filed the IS/MND and accompanying support documents with the State Clearinghouse pursuant to Governor's Executive Orders N-80-20 and N-54-20, which in pertinent part conditionally suspend CEQA's local filing requirements; and

WHEREAS, the IS/MND was assigned the State Clearinghouse Number 2021070121; and

WHEREAS, on July 7, 2021 the City also provided copies of said IS/MND to various local entities for review; and

WHEREAS, comments were received from the Department of Highway Patrol and the Department of Cannabis Control; and

WHEREAS, comments received from the Department of Cannabis Control have been incorporated into the IS/MND; and

WHEREAS, incorporation of said comments served only to clarify statements and information already contained within the IS/MND and does not constitute new information, new mitigation, new potentially significant effects, or other change in circumstances of the Project that would necessitate recirculation of the IS/MND pursuant to CEQA Guidelines section 15073.5; and

WHEREAS, the City Council finds that it cannot be fairly argued, nor is there any substantial evidence in the record, that the project could have a significant effect on the environment, either directly or indirectly; and

WHEREAS, based upon the initial study and mitigated negative declaration and the record, the project will not individually or cumulatively have an adverse impact on environmental resources; and

WHEREAS, the City of Mendota is the custodian of the documents and other materials that constitute the record of the proceedings upon which the Planning Commission's recommendation is based, and Mendota City Hall, 643 Quince Street, Mendota, CA is the location of this record; and

WHEREAS, the City of Mendota is the custodian of the documents and other materials that constitute the record of the proceedings upon which the City Council's decision is based, and Mendota City Hall, 643 Quince Street, Mendota, CA is the location of this record; and

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Mendota that the City Council takes the following actions:

1. Finds that the initial study and mitigated negative declaration prepared for the project comply with provisions of the California Environmental Quality Act and the CEQA Guidelines, and affirm that, with incorporation of mitigation, the project will not have a significant effect on the environment; and
2. Adopts the mitigated negative declaration and mitigation monitoring & reporting program as contained in Exhibit "A" and Exhibit "B" hereto, respectively; and

3. Directs the City Manager or his designee to file a notice of determination with the Fresno County Clerk within five (5) business days following approval of the Project.

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 Mendota City Hall on the 26th day of October 2021, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit "A"
Resolution No. 21-80
MITIGATED NEGATIVE DECLARATION

LEAD AGENCY: City of Mendota
643 Quince Street
Mendota, CA 93640

PROJECT TITLE: Application No. 21-01 – Left Mendota II, LLC Commercial Cannabis Project

STATE CLEARINGHOUSE: 2020070121

ADDRESS/LOCATION: 1111 Marie Street; Fresno County APN 013-280-29.

PROJECT APPLICANT: Left Mendota II, LLC

PROJECT DESCRIPTION: The Project proposes to develop a 15-acre commercial cannabis cultivation facility. The Project includes a conditional use permit and a development agreement along with various State approvals for cannabis licensing.

CONTACT PERSON: Cristian Gonzalez, City Manager; 559.655.3291

The City Council of the City of Mendota has reviewed the proposed Project described herein along with the initial study prepared pursuant to the California Environmental Quality Act (CEQA), and has found that this Project will have no significant impact on the environment for the following reasons:

1. The project does not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory.
2. The project does not have the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals.
3. The project does not have possible environmental effects which are individually limited but cumulatively considerable; "cumulatively considerable" means that the incremental effects of an individual project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.
4. The environmental effects of a project will not cause substantial adverse effects on human beings, either directly or indirectly.
5. Mitigation measures were, were not made a condition of the approval of the project.

On October 12, 2021, based upon a recommendation from staff, the Mendota City Council adopted Resolution No. 21-80, determining that with mitigation the above Project would have no significant effect on the environment. Copies of the documents relating to the Project, including the initial study, may be examined by interested parties at Mendota City Hall, 643 Quince Street, Mendota, CA 93640.

Dated: October 12, 2021

Attest: _____
Hon. Rolando Castro, Mayor

Exhibit “B”
Resolution No. 21-80

Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the IS/MND for the Project in the City of Mendota. The MMRP lists mitigation measures recommended in the IS/MND and identifies monitoring and reporting requirements.

Table 4-1 presents the mitigation measures identified for the proposed Project. Each mitigation measure is numbered with a symbol indicating the topical section to which it pertains, a hyphen, and the impact number. For example, AIR-2 would be the second mitigation measure identified in the Air Quality analysis of the IS/MND.

The first column of **Table 4-1** identifies the mitigation measure. The second column, entitled “When Monitoring is to Occur,” identifies the time the mitigation measure should be initiated. The third column, “Frequency of Monitoring,” identifies the frequency of the monitoring of the mitigation measure. The fourth column, “Agency Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last two columns will be used respectively by the City of Mendota to verify the method utilized to confirm or implement compliance with mitigation measures and identify the individual(s) responsible to confirm mitigation measures have been complied with and monitored.

This space intentionally left blank.

**Exhibit “B”
Resolution No. 21-80**

Table 4-1 Mitigation Monitoring and Reporting Program

Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Hydrology					
HYD-1 (Off-Site Water Use Reduction)					
<p>Prior to commencement of land use, the City shall identify a list and cost of water conservation and/or recharge projects that would reduce the net increase in water to 1.46 million gallons per year. The applicant shall pay its fair share towards the project(s). Such water conservation projects may include:</p> <ul style="list-style-type: none"> • Funding dishwasher, clothes washer, toilet, or landscape replacement and/or rebate programs. • Identification and elimination of public water system leaks. • Stormwater capture • Construction of recharge basins <p>Agriculture irrigation efficiency projects may be funded and implemented in perpetuity by the project proponent.</p>	Prior to commencement of land use	Once	City of Mendota	Permit condition; Receipt of funding for project(s)	
Tribal Cultural Resources					
TCR-1 (Cultural Sensitivity Training)					
<p>The Tribe shall make a presentation at the Project site to all onsite workers. The presentation will show typical artifacts from the area and will explain the laws affecting cultural and tribal resources and the responsibilities of the parties regarding discovery of cultural resources or human remains. To facilitate this training, the applicant shall execute the Tribe’s Native American Monitoring Contract.</p>	Prior to commencement of construction	Once	City of Mendota	Permit condition; receipt of sign-in sheet	

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA RULING ON
THE APPLICANT’S APPEAL OF THE
MENDOTA PLANNING COMMISSION’S
DENIAL OF A CONDITIONAL USE PERMIT
IN THE MATTER OF APPLICATION NO.
21-01, THE LEFT MENDOTA II, LLC
COMMERCIAL CANNABIS PROJECT
(APN 013-280-29)**

RESOLUTION NO. 21-82

WHEREAS, on January 15, 2021 the City of Mendota received Application No. 21-01, submitted by Left Mendota II, LLC and proposing the construction and operation of commercial cannabis cultivation facilities on Fresno Co. APN 013-280-29, consisting of approximately 15 acres; and

WHEREAS, the project site is designated Light Industrial by the City of Mendota 2005-2025 General Plan and is zoned M-1/CO (Light Manufacturing/Commercial Cannabis Overlay District); and

WHEREAS, the proposed use is permitted in the M-1/CO zone subject to approval of a conditional use permit and entrance into a development agreement as described in Mendota Municipal Code Chapters 8.37 and 17.99; and

WHEREAS, on September 10, 2021 a notice of public hearing was published in *The Business Journal*, similar notices were individually mailed to property owners within 300 feet of the project site, and a copy of the notice was posted in the Mendota City Hall bulletin window; and

WHEREAS, on September 21, 2021 the Mendota Planning Commission conducted a public hearing at a regular Planning Commission meeting to consider Application No. 21-01; and

WHEREAS, the Planning Commission, via a roll-call vote of 1 aye to 3 noes, denied Resolution No. PC 21-06, denying the proposed conditional use permit; and

WHEREAS, pursuant to Mendota Municipal Code Section 17.08.050, on September 23, 2021 the applicant timely submitted a letter to the City Clerk appealing the decision of the Planning Commission; and

WHEREAS, approval of the project consists of a “lease, permit, license, certificate, or other entitlement for use”, 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, via adoption of Resolution No. 21-81, the City Council has determined that, with mitigation incorporated, the Project will not have a significant effect on the environment and that the provisions of the California Environmental Quality Act have been met; and

[**WHEREAS**, the City Council has made the following findings pursuant to Mendota Municipal Code Section 17.84.050, said findings substantiated in the record:]

- a. The site for the proposed use [is] [is not] adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features to adjust such use with the land and uses in the neighborhood;
- b. That the site for proposed use relates to streets and highways [adequate] [inadequate] in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;
- c. That the proposed use will have [no] [an] adverse effect on abutting property or the permitted use thereof; and
- d. [That the conditions stated in the project approval are deemed necessary to protect the public health, safety, and general welfare.]

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Mendota hereby [grants] [denies] the applicant's appeal of the Planning Commission's denial of the conditional use permit proposed within Application No. 21-01, the Left Mendota II, LLC Commercial Cannabis Project, said conditional use permit being now approved with a site plan as illustrated in Exhibit "A" hereto subject to the conditions of approval contained in Exhibit "B" hereto.

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 Mendota City Hall on the 12th day of October 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT “B” TO RESOLUTION NO. 21-82
APPLICATION NO. 21-01 – LEFT MENDOTA II, LLC
CONDITIONS OF APPROVAL

As may be used herein, the words “applicant”, “owner,” “operator”, and “developer” shall be interchangeable, excepting when the word is indicated in ***bold italics***. In that event, the condition of approval is specific to the entity named.

Operations

1. The operator shall acquire and maintain any licenses, approvals, waivers, or similar that may be issued by the State of California requisite to cannabis operations and shall comply with all provisions of any State regulatory agency that may have oversight over said operations.
2. The operator shall acquire and maintain all City of Mendota licenses pursuant to Mendota Municipal Code Chapter 8.37, including payment of applicable fees.
3. The contractor and any subcontractor(s) shall acquire a City of Mendota business license, including payment of any applicable business license fees, prior to commencing construction.
4. The City will monitor the operation for violations of conditions of approval. Penalty for violation may include but is not limited to warnings, fines, and/or permit revocation.

General & Site

5. Operation of this conditional use permit is contingent upon recordation of a development agreement pursuant to MMC Section 8.37.050(1).
6. The conditional use permit detailed within Application No. 21-01 shall expire two (2) years following the date of its approval unless, prior to expiration, a building permit for the requested site modifications is issued by the City of Mendota and construction is commenced and being diligently pursued. At the discretion of the City Manager, and upon valid request not less than thirty (30) days prior to its expiration, this conditional use permit may be extended for a period or periods not to exceed two (2) additional years in the aggregate.
7. Development shall comply with all applicable provisions of the City of Mendota General Plan and the Mendota Municipal Code (MMC), including but not limited to: potable water protection regulations (Chapter 13.30), business licensing requirements (Title 5), and Building Code Standards (Title 15); the Subdivision Ordinance (Title 16); the regulations of the applicable zone district(s) and other relevant portions of the Zoning Ordinance (Title 17); and the City of Mendota Standard Specifications and Standard Drawings, unless exceptions therefrom are approved by the City Engineer.

EXHIBIT “B” TO RESOLUTION NO. 21-82
APPLICATION NO. 21-01 – LEFT MENDOTA II, LLC
CONDITIONS OF APPROVAL

8. Use of the site shall conform to all applicable requirements for the M-1 Light Manufacturing Zone District as modified by the provisions of the CO Commercial Cannabis Overlay District.
9. Construction drawings (building and improvement plans; site, grading, irrigation, and landscaping, as applicable) shall be submitted to the Planning and Building Department and City Engineer for review and approval. A building permit shall be acquired prior to start of any construction activities.
10. No new landscaping is required. Any existing landscaping damaged or destroyed as a result of construction shall be repaired or replaced in-kind by the applicant at the discretion of the City Planner.
11. The applicant shall provide a lighting plan for the review and approval of the City Engineer. All exterior lights shall be shielded or otherwise oriented to prevent disturbance to surrounding or neighboring properties or traffic on abutting rights-of-way.
12. The applicant shall consult with and shall comply with the requirements of the San Joaquin Valley Air Pollution Control District, including but not limited to compliance with Regulation VIII (Fugitive PM₁₀ Prohibitions) and Rule 9510 (Indirect Source Review).
13. The applicant shall consult with and shall comply with the requirements of the Fresno County Fire Protection District/CAL FIRE, including but not limited to requirements related to sprinklers, fire hydrants, and fire access.
14. The developer shall comply with Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.98, and 21083.2 and related statutes regarding regulation of cultural and historical resources that may be discovered on the site.
15. Development and operation of the project site shall be in substantial conformance with the Site Plan dated January 7, 2021 and the operational statement submitted January 15, 2021, both as modified pursuant to the determination of the Fresno County Airport Land Use Commission dated March 9, 2021 and as incorporated herein by reference. The City Planner shall determine the extent to which incremental or minor changes to the site plan, the landscape plan, and/or the operational statement meet this requirement.
16. Following any changes made to the site plan as a result of these conditions or other commentary, correspondence, or official requirement, the applicant shall submit a copy of the final site plan as revised to the Planning Department for inclusion in the project file. Changes made pursuant to these conditions shall be considered minor or incremental.
17. Prior to issuance of a certificate of occupancy, all relevant conditions of approval shall be verified as complete by the Planning Department, and any and all

EXHIBIT “B” TO RESOLUTION NO. 21-82
APPLICATION NO. 21-01 – LEFT MENDOTA II, LLC
CONDITIONS OF APPROVAL

outstanding fees shall have been paid. Any discrepancy or difference in interpretation of the conditions between the subdivider and the Planning Department shall be subject to review and determination by the Planning Commission.

18. All above-ground features including but not limited to lighting, fire hydrants, postal boxes, electrical and related boxes, and backflow devices shall be installed outside of the public-right-of-way. All utilities shall be installed underground.
19. Hours of construction shall be limited to 6:00 AM to 7:00 PM, Monday through Saturday.
20. Construction debris shall be contained within an on-site trash bin and the project site shall be watered for dust control during construction.
21. Any non-structural fencing shall be subject to approval by the Community Development Department consistent with Standard Drawing Nos. M-3 through M-7.
22. The applicant shall comply with all relevant components of the California Building Code and associated trade codes.
23. All signage must be approved pursuant to the standards and guidelines of the Mendota Municipal Code prior to installation.
24. Development shall at all times respect existing or new easements by, for, and between all private and public entities, including but not limited to the City of Mendota.
25. It shall be the responsibility of the subdivider to grant/secure easements as necessary for the installation and maintenance of private utilities, including but not limited to electricity, gas, telephone, and cable television.
26. Connection points for water and wastewater shall be determined by the City Engineer. Connections shall be made in accordance with City of Mendota standards and shall be coordinated with the Director of Public Utilities.
27. The applicant shall comply with the City of Mendota Cross-Connection Control Regulations contained within MMC Section 13.24.
28. The applicant shall coordinate with the City Engineer and Mid Valley Disposal to establish necessary solid waste procedures and facilities.

Water System Improvements

29. The applicant shall execute, and the project is subject to the provisions of, the Conditional Will-Serve Letter issued by the City of Mendota on May 4, 2021.
30. The site plan shall be revised to illustrate existing and proposed water facilities.

EXHIBIT "B" TO RESOLUTION NO. 21-82
APPLICATION NO. 21-01 – LEFT MENDOTA II, LLC
CONDITIONS OF APPROVAL

31. The project shall make connection(s) to the City water system as determined by the City Engineer.
32. The improvement plans shall include the location of existing water mains, valves, and valve boxes located in adjacent streets that the proposed water system is to be connected to.
33. All connections to the existing water mains shall include a temporary reduced pressure double check backflow preventer (see Standard Drawing No. W-8) and follow the connection procedures outlined in that standard, or exhibit compliance with AWWA Standard C651-05.
34. Fire hydrants shall be spaced not to exceed 300 feet on center and shall be individually valved between the hydrant and the water system.
35. Fire flow conditions are subject to review and approval by the Fresno County Fire Protection District/CAL FIRE.
36. A meter, meter box, and service shall be installed to each unit. Applicant shall obtain meter type, size and service requirements from the Public Utilities Department and/or the City Engineer. The construction of the water service with meter shall be installed per Standard Drawing No. W-1 and Standard Specifications.
37. All water meters shall be Badger Model E Series with Nicor Connector (E-Series Ultra Plus for sizes 3/4" and 5/8") with Badger Model Orion CMNA-N Cellular Endpoint with Nicor Connector fully loaded with through lid mounting kit
38. No water services are allowed within drive approaches.
39. The project shall comply with City of Mendota's Automated Water Meter Reading System

Sewer System Improvements

40. The site plan shall be revised to illustrate existing and proposed sewer facilities.
41. The project shall connect make connection(s) to the City wastewater system as determined by the City Engineer.
42. No sewer laterals are allowed within driveways. All laterals and cleanouts shall be installed per Standard Drawings No. S-7A and M-1.
43. To ensure proper spacing between underground facilities and allow for unimpeded placement of brass cap monuments in the road surfaces at the intersections of the streets, the location of sewer mains shall conform to Standard Drawing No. M-1.

Storm Drain Improvements

EXHIBIT "B" TO RESOLUTION NO. 21-82
APPLICATION NO. 21-01 – LEFT MENDOTA II, LLC
CONDITIONS OF APPROVAL

44. Storm drainage shall be accommodated onsite unless an alternative is approved by the City Engineer.
45. Storm drainage facilities shall be constructed per City of Mendota Standard Drawings and Specifications.
46. If applicable, valley gutter construction shall be consistent with City of Mendota Standard Drawing No. ST-14 unless an alternate design is approved by the City Engineer.

Streets

47. To ensure continued access to the site from the abutting parcel to the southeast, the applicant shall cause to be recorded reciprocal cross-access agreement or similar instrument meeting the approval of the City Attorney's office.
48. Any work within the City of Mendota right-of-way shall require an encroachment permit.
49. All concrete work, including curbs, gutters, valley gutters, sidewalks, drive approaches, curb ramps, and other concrete features shall contain a minimum of six (6) sacks of cementitious material per cubic yard unless otherwise approved by the City Engineer.
50. Any broken, damaged, or substandard sidewalk, curb, gutter, or pavement along the project frontages, or any of the above damaged during construction wherever located, shall be removed and replaced as directed by the City Engineer consistent with City Standard Drawings.
51. Drive approaches, as necessary, shall be installed consistent with Standard Drawing No. ST-15.

Fees

52. This project is also subject to a development agreement. Fees discussed in that agreement are not included herein and are in addition to this section.
53. The applicant shall be responsible for payment of any and all outstanding planning, building, plan check, engineering, and attorney fees prior to issuance of a certificate of occupancy. This shall include all fees incurred by the City's consultants or contract staff resulting from preliminary review, correspondence, review of formal application materials, peer review of documents, processing of application materials, attendance at and/or participation in meetings and conference calls, or other services rendered in relation to the project.
54. Concurrently with submittal of improvement and/or building plans, the applicant shall deposit with the City of Mendota funds in an amount estimated by the City Engineer

EXHIBIT “B” TO RESOLUTION NO. 21-82
APPLICATION NO. 21-01 – LEFT MENDOTA II, LLC
CONDITIONS OF APPROVAL

and/or Building Official, respectively, to be sufficient to offset costs to the City for review of such plans. In the event that such funds are not sufficient to cover costs to the City, the City Engineer and/or Building Official, as appropriate, shall contact the applicant to request additional funds, which the applicant shall then deposit with the City.

55. The applicant shall pay to the City of Mendota development impact fees consistent with the City’s current Development Impact Fee Schedule (January 2007). Fees are due in full prior to issuance of a certificate of occupancy.
56. The applicant shall be responsible for payment of fees to the Mendota Unified School District and shall provide the City with evidence of payment, or evidence of the District’s determination that no payment is required, prior to issuance of a certificate of occupancy.
57. The applicant shall be responsible for payment of Fresno County Regional Transportation Mitigation Fees and Fresno County Public Facilities Impact Fees and shall provide the City with evidence of payment, or evidence of the County’s determination that no payment is required, prior to issuance of a certificate of occupancy.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AND ENTERING INTO A DEVELOPMENT
AGREEMENT BY AND BETWEEN THE
CITY OF MENDOTA AND LEFT MENDOTA II,
LLC IN THE MATTER OF APPLICATION
NO. 21-01, THE LEFT MENDOTA II, LLC
COMMERCIAL CANNABIS PROJECT
(APN 013-280-29)**

ORDINANCE NO. 21-17

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 Left Mendota II, LLC (“Developer”), to develop a cannabis business for the cultivation, manufacturing, and distribution of cannabis and cannabis products (“the Project”); and

WHEREAS, the City and Developer seek to enter into Development Agreement No. 2021-01 (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, at a regular meeting on September 21, 2021 the Mendota Planning Commission conducted a public hearing to consider the proposed Development Agreement as required by Government Code Section 65867; 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, 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 City Council has adopted Resolution No. 21-81 determining that, with mitigation incorporated, the activities proposed within the Project will not have a significant effect on the environment and, consistent with CEQA and the CEQA

Guidelines, has adopted a mitigated negative declaration and mitigation monitoring & reporting program; and

WHEREAS, the City Council has adopted Resolution No. 21-82 granting Developer's appeal of the Planning Commission's denial of, and thus approving, a conditional use permit for the Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA, DOES ORDAIN AS FOLLOWS:

SECTION 1. Based upon the City Council's findings, as outlined in the recitals above, the Development Agreement attached hereto as Exhibit A and incorporated herein by reference by and between the City of Mendota, and Left Mendota II, LLC, is hereby approved.

SECTION 2. 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 3. 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 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.

The foregoing ordinance was introduced on the 26th day of October 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 9th day of November 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

Exhibit A

**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 _____, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **LEFT MENDOTA II, LLC**, a Delaware 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.

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in cultivation, manufacturing, distribution, delivery or testing

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 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 fee simple owner or has an equitable interest in the real property located at 1111 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-280-29 (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 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.

J. On May 25, 2021, the City Council adopted Ordinance Nos. 21-07 and 21-08, revising the requirements applicable to the operation and entitlement of commercial cannabis businesses within the City.

K. Government Code sections 65867 and 65867.5 require the Planning Commission to hold a public hearing to review an application for a development agreement.

L. On September 21, 2021, after a duly noticed and held Planning Commission meeting, the Planning Commission considered Developer's application for a development agreement for the Project.

M. On October 26, 2021, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 21-17, an Ordinance of the City Council of the City of Mendota Approving Entrance into the Development Agreement No. 21-___ in the matter of Application No. 21-___, the Left Mendota II, LLC Commercial Cannabis Project (APN 013-280-29).

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

O. 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.

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

Q. 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 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

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

<u>Designation</u>	<u>Description</u>
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

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 state laws that may be enacted or approved.

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 of Mendota City Council.

(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, 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 Left Mendota II, LLC and as further set forth in Section 6.1.

(y) "Developed Portions of the Property" means the designated structure or structures and all land specified in the development agreement application and the corresponding conditional use permit that is owned, leased, or otherwise held under the control of Developer.

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

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

(bb) "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.

(cc) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(dd) "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.

(ee) "MCRSA" has the meaning set forth in Recital A.

(ff) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(gg) "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) "Non-Performance Penalty" has the meaning set forth in Section 4.3

(jj) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(kk) "Notice of Termination" has the meaning set forth in Section 9.1.

(ll) "Processing Costs" has the meaning set forth in Section 1.11.

(mm) "Project" has the meaning set forth in Recital D.

(nn) "Project Litigation" has the meaning set forth in Section 10.7.

(oo) "Public Benefit Fees" has the meaning set forth in Section 4.2.

(pp) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(qq) "Site" has the meaning set forth in Recital G.

(rr) "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.

"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.

(ss) "Subsequent City Approvals" has the meaning set forth in Section 3.1.

(tt) "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 and title to the Site is vested in the Developer (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is thirty (30) years from the Effective Date, unless terminated or extended earlier, 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.

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 Seven Thousand and Five Hundred Dollars (\$7,500) 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.

(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)
Cultivation Indoor	1A/2A/3A/5A
Cultivation Mixed Light	1B/2B/3B/5B
Cultivation	Processor
Cultivation Nursery	4
Manufacturing 1	6
Manufacturing 2	7
Laboratory Testing	8
Distributor	11
Distributor Transport Only (Self-Distribution)	13
Non-storefront Retailer	9
Microbusiness*	12
*Microbusiness Licensees may not engage in Commercial Cannabis Activity associated with a Storefront Retailer license (Type 10), but may engage in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer license (Type 9) provided that they are included within the Non-Storefront Retailer designation for purposes of paying the Non-Storefront Payment laid out in Section 4.2 below.	

Section 2.4. Major Amendment to Permitted Uses. Developer may request to add to the Authorized License one or more of the license types then authorized by the California Cannabis Laws. If City Council allows any additional Authorized Licenses (“Additional Licenses”), City

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 2.8. 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.

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, the Mendota Municipal Code as it existed on the Effective Date, and 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 Developers 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 aw. In consideration of the foregoing, Developer shall remit to City the following payments (collectively referred to as the "Public Benefit Amounts").

(i) An annual payment of Eighty-Five Thousand Dollars (\$85,000.00) for each Non-Storefront Retailer and Microbusiness Authorized License actively operating on the Site and engaging in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer license ("Non-Storefront Payment"), that shall be paid on the last business day of each year; and

(ii) \$8.00 per square foot (the "Square Foot Charge") of any building constructed on the premises and allocated for Authorized Licenses, provided such building is occupied by tenants and such tenants are actually engaging in Commercial Cannabis Activity, including, but not limited to, indoor cultivation, manufacturing, distribution, or non-storefront retail of cannabis or cannabis products. The Square Foot Charge shall be paid to the City on the First (1st) Business Day of every Sixth (6th) month throughout the Term. For purposes of clarification, the Square Foot Charge shall only become due as to that portion of the Site where the Developer or its tenants or assignees are actively engaging in Commercial Cannabis Activities, and with respect to indoor cultivation, the actual canopy space where indoor cultivation occurs.

(iii) Fifty Cents (\$0.50) per square foot of the canopy space in any structure used for mixed light cultivation type of Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in mixed-light cultivation of cannabis ("Greenhouse Payment"). The Greenhouse Payment shall be paid to the City on the First (1st) Business Day of every Third (3rd) month of the Term. For the purposes of this Section, the basis for calculation of the Greenhouse Payment shall be the actual amount of canopy (measured by the aggregate area of vegetative growth of mature cannabis plants on the premises).

(iv) Fifty Cents (\$0.50) per square foot of the canopy space on any land used for outdoor cultivation Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in outdoor cultivation of cannabis ("Outdoor Payment"). For the purposes of this section, tenants shall be considered actually engaging in outdoor cultivation of cannabis when the canopy area of such tenant's Authorized License contains mature cannabis plants. The Outdoor Payment shall be paid to the City annually, on the last business day of each year. For the purposes of this Section, the basis for calculation of the Outdoor Payment shall be the actual amount of canopy (measured by the aggregate area of vegetative growth of mature cannabis plants on the premises).

(b) Developer shall remit the Non-Storefront Payment, Square Foot Charge, Greenhouse Payment, and the Outdoor Payment, as applicable, to City on as described in subdivision (a) of this section. Failure to remit the Non-Storefront Payment, Square Foot Charge, Greenhouse Payment, and the Outdoor Payment, as applicable, is a material breach of this Agreement.

(c) The Square Foot Charge, the Outdoor Payment, and the Greenhouse Payment referred to in subdivision (a) of this section shall be subject to a five percent (5%) increase at the commencement of the tenth (10th) year of the term ("First Adjustment Date"), the twentieth (20th) year of the Term ("Second Adjustment Date"), and the thirtieth (30th) year of the Term (the "Third Adjustment Date"). The Parties hereby agree that there shall be no further increases to the Square Foot Charge after the Third Adjustment Date for the remainder of the Term.

(d) Notification. At least thirty (30) days before the adjustment of the Square Foot Charge, Greenhouse Payment, and/or Outdoor Payment as provided in subdivision (c) of Section 4.2 of this Agreement, City shall notify Developer in writing of the amount of the new Square Foot Charge, Greenhouse Payment, and/or Outdoor Payment in effect until the next adjustment date. The City's failure to provide Developer with advance notice of an increased Square Foot Charge, Greenhouse Payment, and/or Outdoor Payment prior to an adjustment date shall not be deemed a waiver of the City's right and entitlement to receive said increased Square Foot Charge, Greenhouse Payment, and/or Outdoor Payment owed by Developer in any way.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer and its tenants within forty-five (45) calendar days of issuance of such license to a tenant and each annual renewal thereafter ("State Licenses"). Developer shall also provide City with a list of tenants that have received a rent credit for employing at least fifty percent (50%) of City residents in accordance with Section 4.8 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 tenants or 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, 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. Employing City Residents. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to construct, if necessary, operate the business(es) 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 City residents for its business. Developer further agrees to provide a four percent (4%) base rent credit to any tenant whose workforce consists of at least fifty percent (50%) of local City residents at the end of each fiscal year for the period the tenant's workforce meets the criteria set forth herein.

Section 4.9. 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 4.9 shall constitute a material breach of this Agreement.

Section 4.10. Charitable Donation. Upon the full execution of this Agreement, Developer shall make (i) a one-time donation in the amount of Ten Thousand Dollars (\$10,000.00) to a charity or program focused on drug education or rehabilitation as selected by the City; and (ii) a one-time donation in the amount of Fifty Thousand Dollars (\$50,000.00) to the Mendota Community Corporation.

Section 4.11. Site Beautification. Upon the full execution of this Agreement, Developer shall spend up to 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 City residents to complete this work.

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

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 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 insured.

(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"). 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, the Developer shall use commercially reasonable efforts to bring the person or entity in default into compliance. The City shall provide the 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 9.3. 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. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, 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.

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: Left Mendota II, LLC
1315 N North Branch St, Suite D
Chicago, IL 60642
Attention: Chris Lefkovitz

And to: Katchko Vitiello & Karikomi, PC
11835 W Olympic Blvd 860E
Los Angeles, California 90064
Attention: Yelena Katchko, Esq.

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

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.

(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.

(q) **Confidentiality.** Both Parties agree to maintain the confidentiality of the other Party's "Confidential Information" under this Agreement and shall not disclose such information to third parties. "Confidential Information" shall include, but not be limited to, business plans, trade secrets, and industry knowledge. Confidential Information shall not apply to information that: (i) is in the public domain at the time of disclosures or (ii) is required to be disclosed pursuant to a court order, governmental authority, or existing state law.

[SIGNATURES ON FOLLOWING PAGE]

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,
a California Municipal Corporation

LEFT MENDOTA II, LLC, a Delaware
Limited Liability Company

By: Cristian Gonzalez

By: _____

Its: City Manager

Its: _____

Attest:

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 LEFT MENDOTA II, LLC (“Developer”) for the development of property located at 1111 Marie 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 LEFT MENDOTA II, LLC ("Developer") for the development of property located at 1111 Marie 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”), **LEFT MENDOTA II, LLC** a Delaware 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 _____, for the development of property located at 1111 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-29 (“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: _____, ____

Left Mendota II, LLC, a Delaware Limited Liability
Company

By:
Its:

“Assignee”

Date: _____, ____

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: JEFFREY O'NEAL, AICP, CITY PLANNER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPLICATION NO. 20-24, THE LEFT MENDOTA I, LLC COMMERCIAL CANNABIS PROJECT
DATE: OCTOBER 26, 2021

ISSUE

In the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project, shall the City Council introduce and waive the first reading of Ordinance No. 21-18 amending the Development Agreement enacted pursuant to Ordinance No. 18-02?

BACKGROUND

The State of California's Medicinal and Adult Use Cannabis Regulation and Safety Act (MAUCRSA) is the primary statute that regulates personal, medicinal, and commercial cannabis activity in the state. In addition to MAUCRSA, Chapters 8.37 (Commercial Cannabis Businesses) and 17.99 (Commercial Cannabis Overly District) of the Mendota Municipal Code (MMC) provide regulations applicable to non-personal cannabis activities at the local level. 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.

The project site currently supports an approximately-100,000-square-foot (SF) main building along with a number of outbuildings and covered areas and was historically used for cold storage and produce packing. Ingress and egress occur at several locations: a main drive approach with guard hut located approximately central to the Marie Street frontage, a second approach approximately 100 feet to the northwest that enters the main parking area, and two nearly-adjointing drive approaches on Marie Street at the northern end of the site. A fourth point of access could be provided via an existing (but closed) approach on APN 013-280-22S at the far south end of the project areas. In addition to paved access, circulation, and loading areas, the site currently supports approximately 144 delineated parking spaces. Two abandoned rail spurs extend from Marie Street easterly into the site. Portions of the site are enclosed with six-foot chain-link fence topped with barbed wire.

On January 24, 2018, the Planning Commission adopted Resolution No. PC 18-01, which authorized the then-applicant to renovate and convert the existing structures and facilities for cannabis cultivation and processing uses consistent with the City's commercial cannabis ordinance. No changes to building footprints, landscaping, or hardscaped area were proposed or have subsequently occurred. Via separate action, the City Council adopted Ordinance No. 18-02, which approved a development agreement consistent with the City's commercial cannabis ordinance. The Planning Commission and City Council took subsequent actions on the Project on

December 15, 2020 and January 12, 2021,¹ respectively, to revise the conditional use permit and the development agreement. At a regular meeting on September 21, 2021 the Planning Commission adopted Resolution No. P 21-08 recommending that the City Council makes additional minor modifications to the approved development agreement.

<u>Owner/Applicant:</u>	Left Mendota I, LLC
<u>Representative:</u>	Chris Lefkovitz
<u>Location:</u>	1269 Marie Street, APNs 013-280-15 and 013-280-22S ² See attached map and photo
<u>Site Size:</u>	Approximately 14.61 acres
<u>General Plan:</u>	Light Industrial
<u>Zoning:</u>	M-1/CO, Light Manufacturing with Commercial Cannabis Overlay District
<u>Existing Use:</u>	Commercial cannabis operation
<u>Surrounding Uses:</u>	North – Airport, vacant; P-F, M-1/CO East – Idle biomass plant; M-2/CO South – Tow yard, concrete plant, agriculture; M-1 West – Materials storage, vacant; M-1
<u>Street Access:</u>	Marie Street

ANALYSIS

At present, there are two proposed modifications to the agreement as recommended by the Planning Commission on December 15, 2020 and adopted by the City Council on January 12, 2021.

First, Section 2.3, Permitted Uses and Development Standards, has been updated to include Microbusiness licenses (Type 12) as a permissible use. Notably, this Microbusiness license will not result in any additional uses of the project site. Instead, the Microbusiness license, as implemented in this modified version of the agreement, permits easier licensing of Developer’s tenants’ operations by allowing small-scale cultivation, manufacturing, distribution, and/or non-storefront retail under a singular license. Microbusiness licensees performing non-storefront retail services will also be subject to the same \$85,000 per year Non-Storefront Payment required of tenants operating under a standard Non-Storefront Retailer license as in the original version of the agreement.

Second, the agreement is receiving minor amendments to clarify the application of the various Section 4.2 Public Benefit Fee charges to be applied to the various authorized uses as the Parties originally intended.

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

¹ The previous amendment to the Development Agreement was effected by Ordinance No. 21-04.

² APNs 013-162- 14S, 013-280-19, and 013-280-21S are under the same ownership but are not proposed for development with cannabis-related uses.

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 constitute an incremental change to activities already occurring on the site and no new structures or physical improvements are proposed, staff supports a finding consistent with CEQA Guidelines Section 15301, Existing Facilities. This exemption applies to “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.” The development agreement already identifies several permissible uses and establishes the types of State-licensed cannabis operations that are allowed to operate at the site. The addition of “microbusinesses” does not constitute a substantial expansion of the existing use.

PUBLIC NOTICE

Notice of this public hearing was published in the October 15, 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.

FISCAL IMPACT

Review and processing of the planning applications are paid for by the applicant.

RECOMMENDATION

Staff recommends that the City Council introduces and waives the first reading of Ordinance No. 21-18.

Attachment(s):

Ordinance No. 21-18, including the draft development agreement

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AMENDMENTS TO DEVELOPMENT
AGREEMENT NO. 2018-01 IN THE MATTER OF
APPLICATION NO. 20-24, THE LEFT
MENDOTA I, LLC COMMERCIAL CANNABIS
PROJECT (APNs 013-280-15 & 22S)**

ORDINANCE NO. 21-18

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 APNs 013-280-15 and 22S.

WHEREAS, since September 12, 2017, the City Council of the City of Mendota has adopted various 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, on or about March 13, 2018 the City and Marie Street Development, LLC entered into Development Agreement No. 2018-01 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, Development Agreement No. 2018-01 authorized development of a cannabis business for the cultivation, manufacturing, distribution, and testing of cannabis and cannabis products (“Project”) and provided for certain financial considerations; and

WHEREAS, on or about January 26, 2021, at the request of Left Mendota I, LLC, the City Council adopted Ordinance No. 21-04, which authorized certain amendments to Development Agreement No. 18-01, specifically the augmentation of the Project via the addition of approximately 2.0 acres of greenhouses and to include delivery services for cannabis and cannabis products; and

WHEREAS, to clarify types of uses permissible on the Project Site as well as the monetary obligations between the parties, the City and the applicant have agreed to further modify the provisions of Development Agreement No. 18-01; and

WHEREAS, at a regular meeting on September 21, 2021 the Mendota Planning Commission conducted a public hearing to consider the proposed Development Agreement as required by Government Code Section 65867; 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, 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 City Council has determined that the proposed changes consist of “operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use” and are therefore exempt from CEQA under CEQA Guidelines Section 15301, Existing Facilities.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Based upon the City Council’s findings, as outlined in the recitals above, the Development Agreement attached hereto as Exhibit A and incorporated herein by reference by and between the City of Mendota, and Left Mendota I, LLC, is hereby approved.

SECTION 2. 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 3. 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 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.

The foregoing ordinance was introduced on the 26th day of October 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 9th day of November 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

Exhibit A

**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

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this _____, day of _____, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **LEFT MENDOTA I, LLC**, a Delaware 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.

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in cultivation, manufacturing, distribution, delivery or testing

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 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 fee simple owner or has an equitable interest in the real property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-280-15 (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. Government Code section 65867.5 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

J. On February 27, 2018, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 18-02.

K. Pursuant to Government Code section 65867.5, on March 13, 2018, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 18-02.

L. 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.

M. On May 25, 2021, the City Council adopted Ordinance Nos. 21-07 and 21-08, revising the requirements applicable to the operation and entitlement of commercial cannabis businesses operating within the City.

N. Government Code section 65867 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

O. On December 15, 2020, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

P. On January 12, 2021, the City Council, in a duly noticed public hearing, introduced and conducted the first reading of Ordinance No. 21-04, an Ordinance of the Council of the City of Mendota Approving Amendments to the Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).

Q. Pursuant to Government Code section 65867.5, on January 26, 2021, the City Council reviewed, considered, adopted, and entered into the prior iteration of Agreement pursuant to Ordinance No. 21-04.

R. In its prior iteration, as adopted on January 26, 2021, this Agreement amended and superseded the original Development Agreement No. 18-01 with MARIE STREET DEVELOPMENT, LLC ("Former Developer"), dated March 13, 2018, Fresno County Recorded Instrument No. 20180033953, and any and all non-financial and terminable obligations of Former Developer therein. Former Developer executed the Agreement's prior iteration, and, as a result, is no longer a party to the Agreement and its amendments as contemplated herein.

S. On September 21, 2021, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

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

V. 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.

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

X. 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 1.2. 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 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

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

<u>Designation</u>	<u>Description</u>
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

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 state laws that may be enacted or approved.

(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 of Mendota City Council.

(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, 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 LEFT MENDOTA I, LLC, and as further set forth in Section 6.1.

(y) "Developed Portions of the Property" means the designated structure or structures and all land specified in the development agreement application and the corresponding conditional use permit that is owned, leased, or otherwise held under the control of Developer.

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

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

(bb) "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.

(cc) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

(dd) "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.

(ee) "MCRSA" has the meaning set forth in Recital A.

(ff) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

(gg) "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) "Non-Performance Penalty" has the meaning set forth in Section 4.3

(jj) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(kk) "Notice of Termination" has the meaning set forth in Section 9.1.

(ll) "Processing Costs" has the meaning set forth in Section 1.11.

(mm) "Project" has the meaning set forth in Recital D.

(nn) "Project Litigation" has the meaning set forth in Section 10.7.

(oo) "Public Benefit Fees" has the meaning set forth in Section 4.2.

(pp) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(qq) "Site" has the meaning set forth in Recital G.

(rr) "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.

(ss) "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.

(tt) "Subsequent City Approvals" has the meaning set forth in Section 3.1.

(uu) "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 and title to the Site is vested in the Developer (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is thirty (30) years from the Effective Date, unless terminated or extended earlier, 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.

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 Seven Thousand Five Hundred Dollars (\$7,500) 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.

(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)
Cultivation Indoor	1A/2A/3A/5A
Cultivation Mixed Light	1B/2B/3B/5B
Cultivation	Processor
Cultivation Nursery	4
Manufacturing 1	6

Manufacturing 2	7
Laboratory Testing	8
Distributor	11
Distributor Transport Only (Self-Distribution)	13
Non-storefront Retailer	9
Microbusiness*	12
<p>*Microbusiness Licensees may not engage in Commercial Cannabis Activity associated with a Storefront Retailer license (Type 10), but may engage in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer license (Type 9), provided that they are included within the Non-Storefront Retailer designation for purposes of paying the Non-Storefront Payment laid out in Section 4.2 below.</p>	

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 2.8. 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.

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, the Mendota Municipal Code as it existed on the Effective Date, and 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 Amounts"):

(i) An annual payment of Eighty-Five Thousand Dollars (\$85,000) for each Non-Storefront Retailer and Microbusiness Authorized License actively operating on the Site and engaging in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer

license (“Non-Storefront Payment”), paid in equal payments of Twenty-One Thousand Two Hundred and Fifty Dollars (\$21,250) on the First (1st) business day of every Third (3rd) month; and

(ii) An annual payment of Two Hundred and Ten Thousand Dollars (\$210,000) paid in equal payments of Fifty-Two Thousand Five Hundred Dollars (\$52,500) on the First (1st) business day of every Third (3rd) month (“Quarterly Payment”); and

(iii) \$8.00 per square foot (the “Square Foot Charge”) of the existing buildings on the premises allocated for Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in Commercial Cannabis Activity, including, but not limited to, indoor cultivation, manufacturing, distribution, or non-storefront retail of cannabis or cannabis products *less* any Quarterly Payments that have been tendered to the City during the applicable period. The Square Foot Charge shall be paid to the City on the First (1st) Business Day of every Sixth (6th) month throughout the Term. For purposes of clarification, the Square Foot Charge shall only become due as to that portion of the Site where the Developer or its tenants or assignees are actively engaging in Commercial Cannabis Activities, and with respect to indoor cultivation, the actual canopy space where indoor cultivation occurs. In the event the Developer or its tenants or assignees are not actively engaging in Commercial Cannabis Activities on the Site, the City shall only receive the Quarterly Payment. In the event the Developer or any of its tenants or assignees are actively engaging in Commercial Cannabis Activities on the Site, the Square Foot Charge shall be reduced by any Quarterly Payments already paid to the City; and

(iv) Fifty cents (\$0.50) per square foot of the canopy space in any structure used for mixed light cultivation type of Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in mixed-light cultivation of cannabis (“Greenhouse Payment”). The Greenhouse Payment shall be paid to the City on the First (1st) Business Day of every third (3rd) month of the Term. For the purposes of this Section, the Greenhouse Payment shall mean the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises).

(b) Developer shall remit the Non-Storefront Payment, Quarterly Payment, Square Foot Charge, and Greenhouse Payment, as applicable, to City on as described in subdivision (a) of this section. Failure to remit the Quarterly Payment, Non-Storefront Payment, and Square Foot Charge, and Greenhouse Payment as applicable, is a material breach of this Agreement.

(c) The Square Foot Charge referred to in subdivision (a)(iii) of this section shall be subject to a five percent (5%) increase at the commencement of the tenth (10th) year of the term (“First Adjustment Date”), the twentieth (20th) year of the Term (“Second Adjustment Date”), and the thirtieth (30th) year of the Term (the “Third Adjustment Date”). The Parties hereby agree that there shall be no further increases to the Square Foot Charge after the Third Adjustment Date for the remainder of the Term.

(d) Notification. At least thirty (30) days before the adjustment of the Square Foot Charge as provided in subdivision (c) of Section 4.2 of this Agreement, City shall notify Developer in writing of the amount of the new Square Foot Charge in effect until the next adjustment date. The City’s failure to provide Developer with advance notice of an increased

Square Foot Charge prior to an adjustment date shall not be deemed a waiver of the City's right and entitlement to receive said increased Square Foot Charge owed by Developer in any way.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer and its tenants within forty-five (45) calendar days of issuance of such license to a tenant and each annual renewal thereafter ("State Licenses"). Developer shall also provide City with a list of tenants that have received a rent credit for employing at least fifty percent (50%) of City residents in accordance with Section 4.8 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 tenants or 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, 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. Employing City Residents. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to construct, if necessary, operate the business(es) 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 City residents for its business. Developer further agrees to provide a four percent (4%) base rent credit to any tenant whose workforce consists of at least fifty percent (50%) of local City residents at the end of each calendar year for the period the tenant's workforce meets the criteria set forth herein.

Section 4.9. 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 4.9 shall constitute a material breach of this Agreement.

Section 4.10. 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 4.11. Site Beautification. Upon the full execution of this Agreement, Developer shall spend up to 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 City residents to complete this work.

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

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 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 insured.

(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"). 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, the Developer shall use commercially reasonable efforts to bring the person or entity in default into compliance. The City shall provide the 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' 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 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, 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.

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: Left Mendota I, LLC
1315 N North Branch St, Suite D
Chicago, IL 60642
Attention: Chris Lefkovitz

And to: Katchko Vitiello & Karikomi, PC
11835 W Olympic Blvd 860E
Los Angeles, California 90064
Attention: Yelena Katchko, Esq.

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 10.10. 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.

(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.

(q) **Confidentiality.** Both Parties agree to maintain the confidentiality of the other Party's "Confidential Information" under this Agreement and shall not disclose such information to third parties. "Confidential Information" shall include, but not be limited to, business plans, trade secrets, and industry knowledge. Confidential Information shall not apply to information that: (i) is in the public domain at the time of disclosures or (ii) is required to be disclosed pursuant to a court order, governmental authority, or existing state law.

[SIGNATURES ON FOLLOWING PAGE]

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

LEFT MENDOTA I, LLC, a Delaware
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 LEFT MENDOTA I, LLC (“Developer”) for the development of property located at 1269 Marie 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 LEFT MENDOTA I, LLC ("Developer") for the development of property located at 1269 Marie 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”), **LEFT MENDOTA I, LLC**, a Delaware 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 _____, for the development of property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-15 (“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: _____, ____

LEFT MENDOTA I, LLC, a Delaware Limited
Liability Company

By:
Its:

“Assignee”

Date: _____, ____

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

**Animal Control
Monthly Log**

September 2021

LOCATION	DATE	TYPE	BREED / DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSTION & DATE	CASE DISPOSTION	OFFENSE	FINE
1155 PUCHEU	9/1/2021	ANIMAL COMPLAINT	SEVERAL CATS GOING IN HER YARD	UNK	ISRAEL PORRAS	NO	N/A	WARNING	N/A	\$0.00
912 MARIE	9/1/2021	ANIMAL COMPLAINT	DOG AT LARGE	M	N/A	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
MARIE/ BELMONT	9/1/2021	ANIMAL COMPLAINT	CAT RAN OVER	UNK	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
I ST/ J ST	9/1/2021	ANIMAL COMPLAINT	DOG AT LARGE	UNK	N/A	NO	N/A	NECESSARY ACTION TAKEN	N/A	\$0.00
919 QUINCE	9/2/2021	ANIMAL COMPLAINT	2 DOGS IN BACKYARD	UNK	SANDRA	NO	DOG STAYED AT RESIDENCE WITH OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
530 CASTANEDA	9/3/201	ANIMAL COMPLAINT	2 SMALL DOGS AT LARGE	UNK	N/A	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
340 BLACK	9/4/2021	ANIMAL COMPLAINT	DEAD DOG ON ROAD	UNK	UNK	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
800 BLK STAMOULES	9/5/2021	ANIMAL COMPLAINT	WHITE/ GRAY PITBULL	M	837 STAMOULES	NO	OWNERS PUT DOG AWAY	NECESSARY ACTION TAKEN	1ST	\$0.00
KINGSBURG	9/8/2021	MISC. INVESTIGATION	N/A	N/A	N/A	NO	N/A	COMPLETE	N/A	\$0.00
MENDOTA JR HIGH	9/8/2021	ANIMAL COMPLAINT	BLACK GERMAN SHEP MIX	M	N/A	YES	FHAS RESCUE	NECESSARY ACTION TAKEN	N/A	\$0.00
908 MARIE	9/9/2021	ANIMAL COMPLAINT	2 DOGS DROPPED OFF	UNK	N/A	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
1155 PUCHEU	9/10/2021	ANIMAL COMPLAINT	SEVERAL CATS GOING IN HER YARD	UNK	ISRAEL PORRAS	NO	AC DOES NOT PICK UP CATS	ADVISED	N/A	\$0.00
966 2ND ST	9/10/2021	ANIMAL COMPLAINT	2 LARGE GERMAN SHEP	M/F	970 2ND ST	YES	DOGS RETURNED TO OWNER 9/15/2021	CITED (X'S 2)	2ND	\$100.00
250 FLEMING	9/15/2021	ANIMAL COMPLAINT	DEAD CAT ON SIDEWALK	UNK	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
OLLER/ 4TH ST	9/15/2021	ANIMAL COMPLAINT	DOG BITE	UNK	N/A	NO	DOG GONE ON ARRIVAL, STRAY, NOT LOCATED	REPORT TO FOLLOW	N/A	\$0.00
605 BASS	9/16/2021	ANIMAL COMPLAINT	MEDIUM SIZE DOG IN PLAY STRUCTURE	M	N/A	YES	AT DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA JR HIGH	9/17/2021	ANIMAL COMPLAINT	BLK DOG WAS IN OFFICE BUT RAN AWAY	N	N/A	NO	RAN AWAY BEFORE AC ARRIVED	NECESSARY ACTION TAKEN	N/A	\$0.00
1116 OLLER	9/23/2021	ANIMAL COMPLAINT	DEAD DOG OUTSIDE HOUSE	UNK	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
540 SILVA	9/24/2021	ANIMAL COMPLAINT	WANTING TO SURRENDER LOOSE HUSKY	M	ILDA ALVARO	YES	AT DOG POUND	CITED (X'S 2)	N/A	\$100.00
485 MARIE	9/29/2021	ANIMAL COMPLAINT	DOG TIED UP IN FRONT YARD	UNK	JESSE HYDE	NO	MOVED TO BACK YARD	WARNING	N/A	\$0.00
201 HYDRIL RD	9/30/2021	MISC. INVESTIGATION	N/A	N/A	N/A	NO	N/A	COMPLETE	N/A	\$0.00
									TOTAL:	\$200.00

**Code Enforcement
Monthly Log**

September 2021

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT
796 UNIDA	FOLLOW UP	9/1/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	9/1/2021	N/A	COMPLETE	\$0.00
ALLEYWAY 624 QUINCE	MUNICODE VIOLATION/ TRASH, MATTRESSES	9/1/2021	N/A	CITED	\$100.00
624 QUINCE	MUNICODE VIOLATION/ TRASH, JUNK	9/1/2021	N/A	CITED	\$100.00
830 STAMOULES ST	VEHICLE CHECK	9/1/2021	N/A	CITED/ TOWED	\$50.00
ALLEYWAY BEHIND SUBWAY	MUNICODE VIOLATION/ TRASH BIN OVERFLOWING	9/1/2021	N/A	CITED	\$100.00
700 BLK UNIDA ST	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/1/2021	N/A	CITED	\$100.00
CITY HALL	COMMUNITY CONTACT	9/1/2021	N/A	COMPLETE	\$0.00
1297 OLLER	COMMUNITY CONTACT	9/1/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	9/1/2021	N/A	COMPLETE	\$0.00
624 QUINCE ST (ALLEY)	MUNICODE VIOLATION/ TRASH, MATTRESSES	9/1/2021	N/A	CITED	\$200.00
830 STAMOULES ST	VEHICLE CHECK	9/1/2021	N/A	CITED / TOWED	\$50.00
FRESNO	MISC. INVESTIGATION	9/2/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	9/2/2021	N/A	COMPLETE	\$0.00
797 PEACH	VEHICLE CHECK	9/2/2021	9/5/2021	RED TAG	\$0.00
628 DE LA CRUZ	VEHICLE CHECK	9/2/2021	9/5/2021	RED TAG	\$0.00
931 QUINCE	FOLLOW UP	9/2/2021	N/A	COMPLETE	\$0.00
617 GARCIA ST	MUNICODE VIOLATION	9/2/2021	N/A	CITED(X'S 3)	\$600.00
8TH/ OLLER	COMMUNITY CONTACT	9/2/2021	N/A	COMPLETE	\$0.00
PEREZ/ LOZANO	VEHICLE CHECK	9/2/2021	9/5/2021	RED TAG	\$0.00
CITY HALL	COMMUNITY CONTACT	9/2/2021	N/A	COMPLETE	\$0.00
797 PEACH AVE	VEHICLE CHECK	9/2/2021	9/5/2021	RED TAG	\$0.00
628 DE LA CRUZ ST	VEHICLE CHECK	9/2/2021	9/5/2021	RED TAG	\$0.00
931 QUINCE ST	FOLLOW UP	9/2/2021	N/A	COMPLETE	\$0.00
617 GARCIA ST	MUNICODE VIOLATION/ TRASH, INOP VEHS X2	9/2/2021	N/A	CITED	\$500.00
1297 OLLER ST	COMMUNITY CONTACT	9/2/2021	N/A	COMPLETE	\$0.00
524 KATE	MUNICODE VIOLATION/ JUNK IN FRONT YARD/ ABANDONED VEHICLES	9/3/2021	N/A	WARNING	\$0.00
1297 OLLER	COMMUNITY CONTACT	9/3/2021	N/A	COMPLETE	\$0.00
CHEVRON MENDOTA	COMMUNITY CONTACT	9/3/2021	N/A	COMPLETE	\$0.00
1891 8TH ST	VEHICLE CHECK	9/3/2021	9/2/2021	TOWED	\$0.00
749 JUANITA ST	VEHICLE CHECK	9/3/2021	N/A	WARNING	\$0.00
730 JUANITA ST	MUNICODE VIOLATION/ 2 ABANDONED VEHICLES	9/3/2021	N/A	WARNING	\$0.00
632 JUANITA ST	MUNICODE VIOLATION/ WEEDS	9/3/2021	N/A	WARNING	\$0.00
643 L ST	MUNICODE VIOLATION/ ABANDONED VEHICLES	9/3/2021	N/A	WARNING	\$0.00
554 KATE	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/3/2021	N/A	WARNING	\$0.00
536 KATE	MUNICODE VIOLATION/ APPLIANCES	9/3/2021	N/A	WARNING	\$0.00
607 KATE	MUNICODE VIOLATION/ ABANDONED VEHICLES, FURNITURE, TIRES, WEEDS	9/3/2021	N/A	WARNING	\$0.00
625 KATE	MUNICODE VIOLATION/ APPLIANCES	9/3/2021	N/A	WARNING	\$0.00
730 KATE	MUNICODE VIOLATION/ WEEDS	9/3/2021	N/A	WARNING	\$0.00
840 KATE	MUNICODE VIOLATION/ TRASH	9/3/2021	N/A	WARNING	\$0.00
860 KATE	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/3/2021	N/A	WARNING	\$0.00
716 INEZ	MUNICODE VIOLATION/ TRASH	9/3/2021	N/A	WARNING	\$0.00
MENDOTA PD	LOBBY TRAFFIC	9/3/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	9/3/2021	N/A	COMPLETE	\$0.00
1891 8TH ST	VEHICLE CHECK	9/3/2021	N/A	CITED / TOWED	\$50.00
749 JUANITA ST	MUNICODE VIOLATION/ INOP VEHS X2	9/3/2021	N/A	WARNING	\$0.00
619 JUANITA ST	VEHICLE CHECK	9/3/2021	N/A	CHECKS OKAY	\$0.00
632 N. JUANITA ST	MUNICODE VIOLATION/ TIRES	9/3/2021	N/A	WARNING	\$0.00
643 L ST	MUNICODE VIOLATION/ INOP VEHS X2	9/3/2021	N/A	WARNING	\$0.00
736 INEZ ST	VEHICLE CHECK	9/3/2021	N/A	CITED / TOWED	\$50.00
2ND/ OLLER	VEHICLE CHECK	9/4/2021	9/8/2021	RED TAG	\$0.00
LA COLONIA	PATROL CHECKS	9/4/2021	N/A	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	9/4/2021	N/A	NECESSARY ACTION TAKEN	\$0.00

**Code Enforcement
Monthly Log**

September 2021

900 BLK NAPLES	VEHICLE CHECK	9/4/2021	9/8/2021	RED TAG	\$0.00
MENDOTA HIGH SCHOOL	COMMUNITY CONTACT	9/4/2021	N/A	COMPLETE	\$0.00
SONORA MARKET	MUNICODE VIOLATION/ TRASH	9/4/2021	N/A	WARNING	\$0.00
247 TUFT	MUNICODE VIOLATION/ PARKED ON THE LAWN	9/4/2021	N/A	CITED	\$25.00
218 OLLER	COMMUNITY CONTACT	9/4/2021	N/A	COMPLETE	\$0.00
S/E 800 GARCIA	VEHICLE CHECK	9/4/2021	N/A	CITED	\$50.00
LOZANO/PEREZ	VEHICLE CHECK	9/5/2021	N/A	CITED	\$50.00
667 LOLITA	MUNICODE VIOLATION/ APPLIANCE, TRASH, WEEDS, ABANDONED VEHICLES	9/5/2021	N/A	CITED	\$100.00
DIRT LOT 785 MARIE	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/5/2021	N/A	CITED(X'S 2)	\$200.00
271 HOLMES	MUNICODE VIOLATION/ WEEDS	9/5/2021	N/A	WARNING	\$0.00
LA COLONIA	PATROL CHECKS	9/5/2021	N/A	COMPLETE	\$0.00
225 MARIE	MUNICODE VIOLATION/ TRASH ON SIDE OF BUSINESS	9/5/2021	N/A	CITED	\$100.00
1050 7TH ST	MUNICODE VIOLATION/ GRAFFITI	9/5/2021	N/A	CITED	\$100.00
ALLEYWAY 1037 OLLER	MUNICODE VIOLATION/ VEHICLE PARKED IN ALLEYWAY	9/5/2021	N/A	CITED	\$25.00
1079 PUCHEU	MUNICODE VIOLATION/ WEEDS	9/5/2021	N/A	CITED	\$100.00
1067 PUCHEU	MUNICODE VIOLATION/ WEEDS	9/5/2021	N/A	CITED	\$100.00
1072 OLLER	MUNICODE VIOLATION/ WEEDS	9/5/2021	N/A	CITED	\$100.00
1030 OLLER	MUNICODE VIOLATION/ ABANDONED VEHICLE, FURNITURE, WEEDS	9/5/2021	N/A	CITED	\$100.00
866 OLLER	MUNICODE VIOLATION/ WEEDS	9/5/2021	N/A	CITED	\$100.00
1748 7TH ST	MUNICODE VIOLATION/ ABANDONED VEHICLE, WEEDS	9/5/2021	N/A	CITED	\$100.00
ALLEYWAY 496 QUINCE	MUNICODE VIOLATION/ PARKED IN ALLEYWAY	9/5/2021	N/A	CITED(X'S 5)	\$125.00
CITY HALL	COMMUNITY CONTACT	9/7/2021	N/A	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	9/7/2021	N/A	COMPLETE	\$0.00
611 GARCIA	MUNICODE VIOLATION/ INOPERABLE VEHICLE	9/7/2021	N/A	CITED(X'S 2)	\$400.00
643 GARCIA	VEHICLE CHECK	9/7/2021	7/10/2021	RED TAG	\$0.00
632 DE LA CRUZ	VEHICLE CHECK	9/7/2021	7/10/2021	RED TAG	\$0.00
311 BLANCO	VEHICLE CHECK	9/7/2021	N/A	CITED	\$50.00
1055 QUINCE	VEHICLE CHECK	9/7/2021	9/10/2021	RED TAG	\$0.00
MEPD	LOBBY TRAFFIC	9/7/2021	N/A	COMPLETE	\$0.00
735 I ST	MUNICODE VIOLATION/ WEEDS, TRASH	9/7/2021	N/A	WARNING	\$0.00
800 GARCIA ST	VEHICLE CHECK	9/7/2021	N/A	RED TAG (X'S 2)	\$0.00
611 GARCIA ST	MUNICODE VIOLATION/ INOP VEHS X2	9/7/2021	N/A	CITED (X'S 2)	\$200.00
643 GARCIA ST	VEHICLE CHECK	9/7/2021	9/11/2021	RED TAG	\$0.00
632 DE LA CRUZ ST	VEHICLE CHECK	9/7/2021	9/11/2021	RED TAG	\$0.00
311 BLANCO ST	VEHICLE CHECK	9/7/2021	N/A	CITED	\$50.00
1055 QUINCE ST	VEHICLE CHECK	9/7/2021	9/11/2021	RED TAG (X'S 2)	\$0.00
167 CERVANTEZ	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/8/2021	N/A	WARNING	\$0.00
201 SORENSON	MUNICODE VIOLATION/ TRAILER IN BACK YARD	9/8/2021	N/A	CHECKS OKAY	\$0.00
1675 9TH ST	MISC. INVESTIGATION	9/8/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
KINGSBURG	MISC. INVESTIGATION	9/8/2021	N/A	COMPLETE	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	9/8/2021	N/A	COMPLETE	\$0.00
9TH / OLLER ST	COMMUNITY CONTACT	9/8/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	9/9/2021	N/A	COMPLETE	\$0.00
9TH/ OLLER	COMMUNITY CONTACT	9/9/2021	N/A	COMPLETE	\$0.00
11TH/ PUCHEU	VEHICLE CHECK	9/9/2021	9/12/2021	RED TAG	\$0.00
1048 QUINCE ST	VEHICLE CHECK	9/9/2021	N/A	CITED/ TOWED	\$50.00
210 LUA	MUNICODE VIOLATION/ TRASH	9/9/2021	N/A	WARNING	\$0.00
11TH / PUCHEU ST	VEHICLE CHECK	9/9/2021	N/A	CHECKS OKAY	\$0.00
1048 QUINCE ST	VEHICLE CHECK	9/9/2021	N/A	CITED/ TOWED	\$50.00
CITY HALL	COMMUNITY CONTACT	9/9/2021	N/A	COMPLETE	\$0.00
PEREZ/ BARBOZA	VEHICLE CHECK	9/10/2021	N/A	CITATION	\$0.00
942 2ND ST	VEHICLE CHECK	9/10/2021	N/A	CITED/ TOWED	\$50.00
534 4TH ST	MUNICIPAL CODE VIOLATION/ INOPERABLE VEHICLE	9/10/2021	N/A	CITED	\$100.00
931 QUINCE	MISC. INVESTIGATION	9/10/2021	N/A	CHECKS OKAY	\$0.00
MENDOTA PD	TICKET SIGN OFF	9/10/2021	N/A	COMPLETE	\$0.00

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964 PUCHEU	MUNICODE VIOLATION/ TRASH	9/10/2021	N/A	WARNING	\$0.00
182 ELM ST	MUNICODE VIOLATION/ BOAT PARKED ON LAWN	9/10/2021	9/12/2021	WARNING	\$0.00
651 PEACH	VEHICLE CHECK	9/10/2021	N/A	CITED	\$50.00
140 LOCUST	VEHICLE CHECK	9/10/2021	N/A	CITED	\$50.00
120 LOCUST	MUNICODE VIOLATION/ INOPERABLE VEHICLE	9/10/2021	N/A	WARNING	\$0.00
200 MCCABE	FOLLOW UP	9/10/2021	N/A	COMPLETE	\$0.00
586 SORENSON	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/10/2021	N/A	WARNING	\$0.00
205 LOCUST	VEHICLE CHECK	9/10/2021	9/13/2021	RED TAG	\$0.00
651 PEACH	MUNICODE VIOLATION/ ABANDONED VEHICLE	9/10/2021	N/A	WARNING	\$0.00
640 PEACH	MUNICODE VIOLATION/ WEEDS	9/10/2021	N/A	WARNING	\$0.00
260 BLACK	VEHICLE CHECK	9/10/2021	N/A	CITED/ TOWED	\$50.00
LA COLONIA	PATROL CHECKS	9/10/2021	N/A	CHECKS OKAY	\$0.00
942 2ND ST	VEHICLE CHECK	9/10/2021	N/A	CITED/ TOWED	\$50.00
534 4TH ST	MUNICODE VIOALATION/ INOP VEHS X2, TRASH, APPLIANCES, MISC ITEMS	9/10/2021	N/A	CITED	\$500.00
931 QUINCE ST	MISC. INVESTIGATION	9/10/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	9/10/2021	N/A	COMPLETE	\$0.00
264 PUCHEU ST	MUNICODE VIOLATION/ JUNK IN FRONT YARD	9/10/2021	N/A	WARNING	\$0.00
182 ELM ST	MUNICODE VIOLATION/ BOAT IN YARD	9/10/2021	N/A	WARNING	\$0.00
651 PEACH AVE	VEHICLE CHECK	9/10/2021	N/A	CITED	\$50.00
140 LOCUST ST	VEHICLE CHECK	9/10/2021	N/A	CITED	\$50.00
LOZANO PARK	MUNICODE VIOLATION/ VEHICLE PARKED ON GRASS AREA	9/11/2021	N/A	CITED	\$25.00
534 4TH ST	VEHICLE CHECK	9/11/2021	N/A	CITED/ TOWED	\$50.00
RIO FRIO/ 5TH ST	VEHICLE CHECK	9/11/2021	N/A	CITED	\$50.00
258 J ST	VEHICLE CHECK	9/11/2021	N/A	CITED/ TOWED	\$50.00
1417 4TH ST	VEHICLE CHECK	9/12/2021	N/A	CITED/TOWED	\$50.00
DERRICK/ SMOOT	VEHICLE CHECK	9/12/2021	N/A	RED TAG	\$0.00
517 J ST	VEHICLE CHECK	9/12/2021	N/A	CITED/ TOWED	\$50.00
CITY HALL	COMMUNITY CONTACT	9/13/2021	N/A	COMPLETE	\$0.00
564 RIO FRIO	MUNICODE VIOLATION/ APPLIANCE	9/13/2021	N/A	CITED	\$100.00
343 I ST	MUNICODE VIOLATION/ INOPERABLE VEHICLE	9/13/2021	N/A	CITED	\$100.00
954 OLLER	CITIZEN ASSIST	9/13/2021	N/A	COMPLETE	\$0.00
655 LOZANO	MUNICODE VIOLATION/ TRASH	9/13/2021	N/A	CITED	\$100.00
611 DE LA CRUZ	VEHICLE CHECK	9/13/2021	9/16/2021	CITED/ RED TAG	\$50.00
613 DE LA CRUZ	VEHICLE CHECK	9/13/2021	9/16/2021	RED TAG	\$0.00
761 TULE	VEHICLE CHECK	9/13/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
231 K ST	MUNICODE VIOLATION/ TIRES	9/13/2021	N/A	WARNING	\$0.00
970 2ND ST	MUNICODE VIOLATIONS/ TREE BRANCHES/ ILLEGAL DUMPING	9/14/2021	N/A	CITED	\$100.00
293 K ST	VEHICLE CHECK	9/14/2021	9/17/2021	RED TAG	\$0.00
LOCUST/ PEACH	CITIZEN COMPLAINT	9/14/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
319 RIOS	PARKING VIOLATION	9/15/2021	N/A	CITED	\$50.00
CITY HALL	COMMUNITY CONTACT	9/15/2021	N/A	COMPLETE	\$0.00
638 GARCIA	MUNICODE VIOLATION/ PARKING ON LAWN	9/15/2021	N/A	CITED	\$25.00
DOLLAR TREE	COMMUNITY CONTACT	9/15/2021	N/A	COMPLETE	\$0.00
CHEVRON MENDOTA	COMMUNITY CONTACT	9/16/2021	N/A	COMPLETE	\$0.00
FRESNO	MISC. INVESTIGATION	9/16/2021	N/A	COMPLETE	\$0.00
796 UNIDA	OTHER AGENCY ASSIST	9/17/2021	N/A	CITED(X'S 2)	\$200.00
1782 8TH ST	VEHICLE CHECK	9/17/2021	9/20/2021	CITED/ RED TAG	\$50.00
730 STAMOULES	VEHICLE CHECK	9/17/2021	9/20/2021	RED TAG	\$0.00
7TH/ STAMOULES	MUNICODE VIOLATION/ WEEDS, TRASH	9/17/2021	N/A	CITED	\$100.00
DOLLAR GENERAL	MUNICODE VIOLATION/ TRASH IN ALLEY	9/17/2021	N/A	WARNING	\$0.00
761 QUINCE	MUNICODE VIOLATION/ WEEDS	9/17/2021	N/A	CITED (X'S 3)	\$300.00
655 LOLITA	MISC. INVESTIGATION	9/17/2021	N/A	WARNING	\$0.00
NAPLES/ 8TH	MUNICODE VIOLATION/ NO BUILDING PERMIT	9/17/2021	N/A	WARNING	\$0.00
MENDOTA PD	LOBBY TRAFFIC	9/17/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	9/17/2021	N/A	COMPLETE	\$0.00

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293 J ST	VEHICLE CHECK	9/18/2021	N/A	CITED/ TOWED	\$50.00
5TH ST/ STAMOULES	MUNICODE VIOLATION/ WEEDS	9/18/2021	N/A	CITED	\$100.00
LOZANO/ PEREZ	VEHICLE CHECK	9/18/2021	N/A	CITED	\$50.00
1583 7TH ST	MUNICODE VIOLATION/ OPEN CONTAINER	9/19/2021	N/A	CITED	\$100.00
2099 7TH ST	COMMUNITY CONTACT	9/18/2021	N/A	COMPLETE	\$0.00
ALLEYWAY SONORA MARKET	MUNICODE VIOLATION/ URINATING IN PUBLIC	9/19/2021	N/A	CITED(X'S 2)	\$200.00
654 LOZANO	COMMUNITY CONTACT	9/19/2021	N/A	COMPLETE	\$0.00
773 OLLER	MUNICODE VIOLATION/ OCCUPIED RV STAYING IN ALLEYWAY	9/20/2021	N/A	WARNING	\$0.00
MENDOTA PD	LOBBY TRAFFIC	9/20/2021	N/A	COMPLETE	\$0.00
796 UNIDA	FOLLOW UP	9/20/2021	N/A	COMPLETE	\$0.00
735 I ST	MUNICODE VIOLATION/ TRASH, WEEDS, INOPERABLE VEHICLE	9/20/2021	N/A	CITED	\$100.00
MENDOZA/ LUA	MUNICODE VIOLATION/ TRASH BINS ON CURB	9/20/2021	N/A	WARNING	\$0.00
FRESNO	MISC. INVESTIGATION	9/21/2021	N/A	COMPLETE	\$0.00
1042 OLLER	MUNICODE VIOLATION/ WEEDS	9/21/2021	N/A	CITED	\$100.00
BELMONT/ PUCHEU	MUNICODE VIOLATION/ WEEDS	9/21/2021	N/A	CITED	\$100.00
PEREZ/ BARBOZA	VEHICLE CHECK	9/21/2021	N/A	RED TAG	\$0.00
4TH ST/ 4TH CT	VEHICLE CHECK	9/21/2021	N/A	CITED/ TOWED	\$50.00
SONORA MARKET	MUNICODE VIOLATION/ TRASH	9/21/2021	N/A	CITED	\$200.00
MENDOTA VALLEY FOOD	MUNICODE VIOLATION/ TRASH FROM FIRE	9/21/2021	N/A	WARNING	\$0.00
FRESNO	MISC. INVESTIGATION	9/22/2021	N/A	COMPLETE	\$0.00
319 L ST	FOLLOW UP	9/22/2021	N/A	REPORT TO FOLLOW	\$0.00
FRESNO	MISC. INVESTIGATION	9/23/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	9/23/2021	N/A	COMPLETE	\$0.00
MARIE/7TH ST	VEHICLE CHECK	9/23/2021	N/A	CITED/ TOWED	\$50.00
617 GARCIA ST	FOLLOW UP	9/23/2021	N/A	CITED(X'S 3)	\$600.00
1167 PUCHEU	FOLLOW UP	9/23/2021	N/A	CITED(X'S 2)	\$200.00
ROJAS PIERCE PARK	BUSINESS INSPECTION/ CARNIVAL	9/23/2021	N/A	CHECKS OKAY	\$0.00
200 DERRICK	MUNICODE VIOLATION/ NO BUSINESS LICENCE	9/23/2021	N/A	WARNING	\$0.00
595 I ST	VEHICLE CHECK	9/23/2021	N/A	CITED/ TOWED	\$50.00
CITY HALL	COMMUNITY CONTACT	9/24/2021	N/A	COMPLETE	\$0.00
747 DERRICK AVE	COMMUNITY CONTACT	9/24/2021	N/A	COMPLETE	\$0.00
447 KATE	VEHICLE CHECK	9/24/2021	N/A	CHECKS OKAY	\$0.00
263 J ST	VEHICLE CHECK	9/24/2021	9/27/2021	RED TAG	\$0.00
277 K ST	VEHICLE CHECK	9/24/2021	N/A	CITED	\$50.00
GARCIA/ RIOS	VEHICLE CHECK	9/26/2021	9/29/2021	RED TAG	\$0.00
7TH/ OLLER	COMMUNITY CONTACT	9/26/2021	N/A	COMPLETE	\$0.00
312 GOMEZ	COMMUNITY CONTACT	9/26/2021	N/A	COMPLETE	\$0.00
624 QUINCE	MUNICODE VIOLATION/ FURNITURE, MATTRESSES, APPLIANCE	9/26/2021	N/A	CITED	\$100.00
CITY HALL	COMMUNITY CONTACT	9/28/2021	N/A	COMPLETE	\$0.00
402 MENDOZA	MUNICODE VIOLATION/ TRASH BINS ON STREET	9/28/2021	N/A	WARNING	\$0.00
617 GARCIA	MUNICODE VIOLATION/ TRASH, INOPERABLE VEHICLES, TIRES	9/28/2021	N/A	CITED(X'S 3)	\$1,500.00
SONORA MARKET	MUNICODE VIOLATION/ URINATING IN PUBLIC	9/29/2021	N/A	CITED	\$100.00
FAMILY DOLLAR	COMMUNITY CONTACT	9/29/2021	N/A	COMPLETE	\$0.00
8TH/ RIO FRIO	MUNICODE VIOLATION/ WASHING SEMI IN RESIDENTIAL	9/29/2021	N/A	WARNING	\$0.00
114 RAMIREZ	MUNICODE VIOLATION/ TRASH	9/29/2021	N/A	WARNING	\$0.00
WEST SIDE YOUTH CENTER	COMMUNITY CONTACT	9/30/2021	N/A	COMPLETE	\$0.00
9TH/ LOLITA ST	MUNICODE VIOLATION/ NO BUILDING PERMIT	9/30/2021	N/A	WARNING	\$0.00
9TH/ OLLER	COMMUNITY CONTACT	9/30/2021	N/A	COMPLETE	\$0.00
FAMILY DOLLAR	COMMUNITY CONTACT	9/30/2021	N/A	COMPLETE	\$0.00
230 MCCABE	COMMUNITY CONTACT	9/30/2021	N/A	COMPLETE	\$0.00
MENDOTA PD	CITIZEN ASSIST	9/30/2021	N/A	COMPLETE	\$0.00
					\$10,175.00



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CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210001876.1	601 GARFIELD ST	9/1/2021	Wed	NO	VANDALISM	PC 594
210001879.1	630 STAMMULES ST	9/1/2021	Wed	NO	EXPIRED REG	VC 4000A
210001880.1	11TH ST & OLLER ST	9/1/2021	Wed	NO	TRAFFIC COLLISION	
210001884.1	465 MARIE ST	9/1/2021	Wed	NO	VANDALISM	PC 594
210001885.1	720 OLLER ST	9/2/2021	Thu	YES	TRESPASS	PC 602, HS 11364
210001886.1	1207 PUCHEU ST	9/2/2021	Thu	NO	DECEASED PERSON	11-44
210001891.1	1891 8TH ST	9/3/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210001892.1	500 RAMIREZ ST	9/3/2021	Fri	YES	NARCOTICS VIOLATION	HS 11364A
210001893.1	736 INEZ ST	9/3/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210001894.1	4181 1ST	9/3/2021	Fri	NO	PETTY THEFT	PC 484
210001897.1	1061 OLLER ST	9/3/2021	Fri	YES	CRIMINAL THREAT	PC 422
210001903.1	8TH ST & MARIE ST	9/4/2021	Sat	YES	DUI ARREST	VC 23152
210001904.1	100 JUNITA ST	9/4/2021	Sat	YES	BREAKING TRACTION	VC 23109C
210001906.1	295 NAPLES ST	9/5/2021	Sun	NO	GRAND THEFT AUTO	VC 10851
210001907.1	GULLEN PKWY & MARIE ST	9/5/2021	Sun	YES	DUI ARREST	VC 23152
210001908.1	190 STRAW ST	9/5/2021	Sun	YES	WARRANT ARREST	PC 166
210001910.1	OLLER ST & 2ND ST	9/5/2021	Sun	YES	NARCOTICS VIOLATION	HS 11377, VC 22350
210001911.1	7TH ST & OLLER ST	9/5/2021	Sun	YES	DUI ARREST	VC 23152
210001912.1	STRAW ST & SORENSEN AV	9/6/2021	Mon	NO	INCIDENT REPORT	
210001913.1	1000 AIRPORT BLVD	9/6/2021	Mon	NO	INCIDENT REPORT	
210001915.1	897 PUCHEU ST	9/6/2021	Mon	NO	DECEASED PERSON	11-44
210001916.1	636 LOLITA ST	9/6/2021	Mon	YES	WARRANT ARREST	PC 166
210001919.1	MARIE ST & 9ND ST	9/6/2021	Mon	NO	MENTALLY UNSTABLE	WI 5150
210001922.1	1000 AIRPORT BLVD	9/7/2021	Tue	NO	ERROR	
210001923.1	601 LOLITA ST	9/7/2021	Tue	NO	SIMPLE ASSAULT	PC 242
210001924.1	2ND ST & 1ST	9/7/2021	Tue	NO	REPOSSESSION	
210001925.1	9TH ST & OLLER ST	9/7/2021	Tue	NO	TRAFFIC COLLISION	
210001926.1	SORENSEN AV & FLEMING AV	9/7/2021	Tue	YES	WARRANT ARREST	PC 166
210001929.1	1798 JENNINGS ST	9/8/2021	Wed	NO	VANDALISM	PC 594
210001931.1	1267 BELMONT AV	9/8/2021	Wed	NO	RUNAWAY JUVENILE	
210001932.1	901 MARIE ST	9/8/2021	Wed	YES	NARCOTICS VIOLATION	HS 11377, VC 22350
210001933.1	287 SAN PEDRO ST	9/8/2021	Wed	YES	NARCOTICS VIOLATION	HS 11377, PC 1203.2, WARRANT ARREST
210001936.1	275 SAN PEDRO ST	9/9/2021	Thu	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
210001937.1	1065 QUINCY ST	9/9/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210001941.1	868 AIRPORT BLVD	9/9/2021	Thu	YES	RO VIOLATION	PC 273.6A
210001944.1	542 2ND ST	9/10/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210001946.1	467 OLLER ST	9/10/2021	Fri	NO	PETTY THEFT	PC 484
210001947.1	8TH ST & PUCHEU ST	9/10/2021	Fri	YES	WARRANT ARREST	PC 166
210001948.1	838 LOZAND ST	9/10/2021	Fri	NO	REPOSSESSION	
210001949.1	980 BLACK AV	9/10/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210001950.1	7TH ST & STAMMULES ST	9/10/2021	Fri	YES	WARRANT ARREST	PC 166
210001951.1	1000 AIRPORT BLVD	9/10/2021	Fri	NO	ERROR	
210001959.1	831 TULE ST	9/10/2021	Fri	NO	DECEASED PERSON	11-44
210001960.1	2301 1ST	9/11/2021	Sat	NO	VEHICLE BURGLARY	PC 459
210001961.1	BASS AV & HWY 33	9/11/2021	Sat	NO	INCIDENT REPORT	
210001962.1	634 1TH ST	9/11/2021	Sat	NO	VEHICLE STORAGE	VC 22651
210001963.1	928 1ST	9/11/2021	Sat	NO	VEHICLE STORAGE	VC 22651



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210001964.1	1000 AIRPORT BLVD	9/11/2021	Sat	NO	VANDALISM	PC 594
210001977.1	70 SEDGWICK ST	9/12/2021	Sun	NO	GRAND THEFT	PC 487
210001978.1	501 LOUTH ST	9/12/2021	Sun	NO	VANDALISM	PC 594
210001979.1	1245 6TH ST	9/12/2021	Sun	NO	VANDALISM	PC 594
210001980.1	7TH ST & OLLER ST	9/12/2021	Sun	YES	WARRANT ARREST	PC 166
210001981.1	1417 4TH ST	9/12/2021	Sun	NO	VEHICLE STORAGE	VC 22651
210001982.1	488 NAPLES ST	9/12/2021	Sun	NO	GRAND THEFT	PC 487
210001983.1	517 1ST	9/12/2021	Sun	NO	VEHICLE STORAGE	VC 22651
210001988.1	860 DIMASADERO ST	9/12/2021	Sun	NO	VANDALISM	PC 594
210001989.1	7TH ST & 100 FROD ST	9/13/2021	Mon	YES	NARCOTICS VIOLATION	HS 11364A
210001990.1	636 LOUTH ST	9/13/2021	Mon	YES	WARRANT ARREST	PC 166
210001991.1	6TH ST & MARIE ST	9/13/2021	Mon	YES	WARRANT ARREST	PC 166
210001993.1	83 VALENCIOLA ST	9/14/2021	Tue	NO	INCIDENT REPORT	
210001994.1	202 1ST	9/14/2021	Tue	NO	VANDALISM	PC 594
210001995.1	1282 BELMONT AV	9/14/2021	Tue	NO	SIMPLE ASSAULT	PC 242
210001996.1	1883 7TH ST	9/14/2021	Tue	YES	PUBLIC INTOXICATION	PC 647F
210001999.1	1893 7TH ST	9/14/2021	Tue	YES	OPEN CONTAINER	BP 25620
210002008.1	7TH ST & TULE ST	9/14/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002009.1	200 LOUTH ST	9/14/2021	Tue	YES	WARRANT ARREST	PC 166
210002010.1	722 800 FROD ST	9/15/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210002012.1	400 DIMASADERO ST	9/15/2021	Wed	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
210002013.1	4TH ST & OLLER ST	9/15/2021	Wed	NO	ANIMAL COMPLAINT	
210002020.1	1000 2ND ST	9/16/2021	Thu	NO	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 236
210002021.1	736 LOUTH ST	9/16/2021	Thu	NO	IDENTITY THEFT	PC 530.5
210002022.1	8TH ST AND OLLER ST	9/16/2021	Thu	NO	REPOSSESSION	
210002023.1	11TH ST & QUINCE ST	9/16/2021	Thu	NO	INCIDENT REPORT	
210002026.1	1000 2ND ST	9/16/2021	Thu	NO	VANDALISM	PC 594
210002027.1	1000 AIRPORT BLVD	9/17/2021	Fri	NO	INCIDENT REPORT	
210002028.1	367 2ND ST	9/17/2021	Fri	NO	GRAND THEFT	PC 487
210002029.1	1900 7TH ST	9/17/2021	Fri	YES	OPEN CONTAINER	BP 25620
210002030.1	700 DERRICK AV	9/17/2021	Fri	YES	INDECENT EXPOSURE	PC 602, PC 314
210002031.1	1000 AIRPORT BLVD	9/17/2021	Fri	NO	INCIDENT REPORT	
210002032.1	1100 6TH ST	9/17/2021	Fri	YES	WARRANT ARREST	PC 166
210002033.1	MCCABE AV & DERRICK AV	9/17/2021	Fri	YES	EXHIBITION OF SPEED	VC 23224
210002034.1	202 1ST	9/17/2021	Fri	YES	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 594
210002035.1	540 N KATE ST	9/17/2021	Fri	YES	WARRANT ARREST	PC 166
210002036.1	1000 AIRPORT BLVD	9/17/2021	Fri	NO	ERROR	
210002037.1	509 MARIE ST	9/17/2021	Fri	NO	GRAND THEFT AUTO	VC 10851
210002038.1	233 1ST	9/18/2021	Sat	NO	VEHICLE STORAGE	VC 22651
210002039.1	HWY 33 & BELMONT AV	9/18/2021	Sat	NO	TRAFFIC COLLISION	
210002042.1	1000 AIRPORT BLVD	9/18/2021	Sat	NO	ERROR	
210002043.1	QUINCE ST & 4TH ST	9/18/2021	Sat	YES	EXHIBITION OF SPEED	VC 23109
210002044.1	1417 3RD ST	9/18/2021	Sat	YES	AGGRAVATED ASSAULT	PC 243B
210002045.1	720 OLLER ST	9/19/2021	Sun	NO	HIT & RUN	VC 20002
210002046.1	218 OLLER ST	9/19/2021	Sun	NO	HIT & RUN	VC 20002
210002050.1	2079 7TH ST	9/20/2021	Mon	YES	COMMERCIAL BURGLARY	PC 459
210002051.1	826 S KATE ST	9/20/2021	Mon	NO	VANDALISM	PC 594



MENDOTA POLICE DEPARTMENT

SEPTEMBER 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002052.1	740 OLLER ST	9/20/2021	Mon	YES	WARRANT ARREST	PC 166
210002053.1	612 DERRICK AV	9/20/2021	Mon	YES	NARCOTICS VIOLATION	HS 11377
210002054.1	406 BASS AV	9/20/2021	Mon	NO	CHILD ABUSE	PC 273
210002055.1	LOLITA S DOMINGADERO ST	9/20/2021	Mon	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
210002056.1	301 OLLER ST	9/20/2021	Mon	YES	GRAND THEFT AUTO	VC 10851
210002057.1	640 GARDEN ST	9/20/2021	Mon	YES	AGGRAVATED ASSAULT	PC 243D
210002058.1	2038 7TH ST	9/20/2021	Mon	NO	HIT & RUN	VC 20002
210002060.1	1000 2ND ST	9/21/2021	Tue	YES	WARRANT ARREST	PC 166
210002061.1	1000 AIRPORT BLVD	9/21/2021	Tue	NO	VANDALISM	PC 594
210002062.1	4TH ST & 4TH ST	9/21/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002063.1	825 TULE ST	9/21/2021	Tue	YES	SIMPLE ASSAULT (DV)	PC 243E1
210002064.1	104 ST & RAMIREZ ST	9/21/2021	Tue	NO	PURSUIT	
210002065.1	424 DERRICK AV	9/21/2021	Tue	NO	VANDALISM	PC 594
210002066.1	300 DERRICK AV	9/22/2021	Wed	NO	FRAUD	PC 276
210002067.1	119 1ST	9/22/2021	Wed	NO	INCIDENT REPORT	
210002069.1	612 DERRICK AV	9/22/2021	Wed	NO	SHOPLIFTING	PC 459.5
210002071.1	610 ST & MARIE ST	9/23/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002072.1	895 1ST	9/23/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002073.1	142 S KATE ST	9/23/2021	Thu	NO	REPOSSESSION	
210002074.1	716 JUANITA ST	9/24/2021	Fri	NO	VANDALISM	PC 594
210002075.1	485 MARIE ST	9/24/2021	Fri	YES	CRIMINAL THREAT	PC 69, PC 484, PC 3455(A)
210002076.1	730 JUANITA ST	9/24/2021	Fri	NO	VANDALISM	PC 594
210002079.1	867 OLLER ST	9/24/2021	Fri	NO	AGGRAVATED ASSAULT	PC 245
210002080.1	765 1ST	9/25/2021	Sat	NO	INCIDENT REPORT	
210002081.1	673 OLLER ST	9/25/2021	Sat	NO	VANDALISM	PC 594
210002082.1	440 RD FRIO ST	9/25/2021	Sat	NO	INCIDENT REPORT	
210002083.1	631 JUANITA ST	9/25/2021	Sat	NO	TRESPASS	PC 602, PC 314
210002084.1	MCDARE AV & SORENSEN AV	9/25/2021	Sat	YES	DUI ARREST	VC 23152
210002085.1	6TH ST & LOLITA ST	9/26/2021	Sun	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
210002086.1	697 DERRICK AV	9/26/2021	Sun	NO	SIMPLE ASSAULT	PC 242
210002088.1	287 1ST	9/27/2021	Mon	NO	RESIDENCE BURGLARY	PC 459
210002089.1	2ND ST & 1ST	9/27/2021	Mon	NO	RESISTING	PC 148
210002090.1	2ND ST & MARIE ST	9/27/2021	Mon	YES	NARCOTICS VIOLATION	HS 11377, WARRANT ARREST
210002091.1	350 SORENSEN AV	9/27/2021	Mon	NO	HIT & RUN	VC 20002
210002092.1	243 1ST	9/27/2021	Mon	NO	PETTY THEFT	PC 484
210002094.1	6TH ST & TULE ST	9/27/2021	Mon	NO	ANIMAL COMPLAINT	
210002095.1	121 BARBOZA ST	9/27/2021	Mon	NO	LOST PROPERTY	
210002097.1	354 1ST	9/27/2021	Mon	YES	WARRANT ARREST	PC 166
210002098.1	586 LOLITA ST	9/27/2021	Mon	NO	VANDALISM	PC 594
210002099.1	883 7TH ST	9/28/2021	Tue	NO	INCIDENT REPORT	
210002100.1	1000 AIRPORT BLVD	9/28/2021	Tue	NO	MISSING PERSON	
210002101.1	1297 OLLER ST	9/28/2021	Tue	NO	REPOSSESSION	
210002102.1	261 FLEMING AV	9/29/2021	Wed	NO	ANIMAL COMPLAINT	
210002103.1	121 BARBOZA ST	9/30/2021	Thu	NO	GRAND THEFT	PC 487
210002104.1	1252 BELMONT AV	9/30/2021	Thu	NO	SEX OFFENSE	PC 288
210002105.1	867 OLLER ST	9/30/2021	Thu	YES	TRESPASS	PC 602, HS 11377
210002107.1	467 OLLER ST	9/30/2021	Thu	NO	GRAND THEFT	PC 487



MENDOTA POLICE DEPARTMENT

SEPTEMBER 2021



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT		1				1	1	3
AGGRAVATED ASSAULT (DV)		1			1	1		3
ANIMAL COMPLAINT		1		2				3
BREAKING TRACTION							1	1
CHILD ABUSE		1						1
COMMERCIAL BURGLARY		1						1
CRIMINAL THREAT						2		2
DECEASED PERSON		1			1	1		3
DUI ARREST	2						2	4
ERROR			1			2	1	4
EXHIBITION OF SPEED						1	1	2
EXPIRED REG				1				1
GRAND THEFT	2				2	1		5
GRAND THEFT AUTO	1	1				1		3
HIT & RUN	2	2						4
IDENTITY THEFT / FRAUD				1	1			2
INCIDENT REPORT		2	2	1	1	2	3	11
INDECENT EXPOSURE						1		1
LOST PROPERTY		1						1
MENTALLY UNSTABLE		1						1
MISSING PERSON			1					1
NARCOTICS VIOLATION	2	4		3		1		10
OPEN CONTAINER			1			1		2
PETTY THEFT		1				2		3
PUBLIC INTOXICATION			1					1
PURSUIT			1					1
REPOSSESSION			2		2	1		5
RESIDENCE BURGLARY		1						1
RESISTING		1						1
RO VIOLATION					1			1
RUNAWAY JUVENILE				1				1
SEX OFFENSE					1			1
SHOPLIFTING				1				1
SIMPLE ASSAULT	1		2					3
SIMPLE ASSAULT (DV)			1					1
TRAFFIC COLLISION			1	1			1	3
TRESPASS					2		1	3
VANDALISM	3	2	3	3	1	2	2	16
VEHICLE BURGLARY							1	1
VEHICLE STORAGE	2		2	1	3	4	3	15
WARRANT ARREST	2	5	3			4		14
GRAND TOTAL	17	26	21	15	17	28	17	141

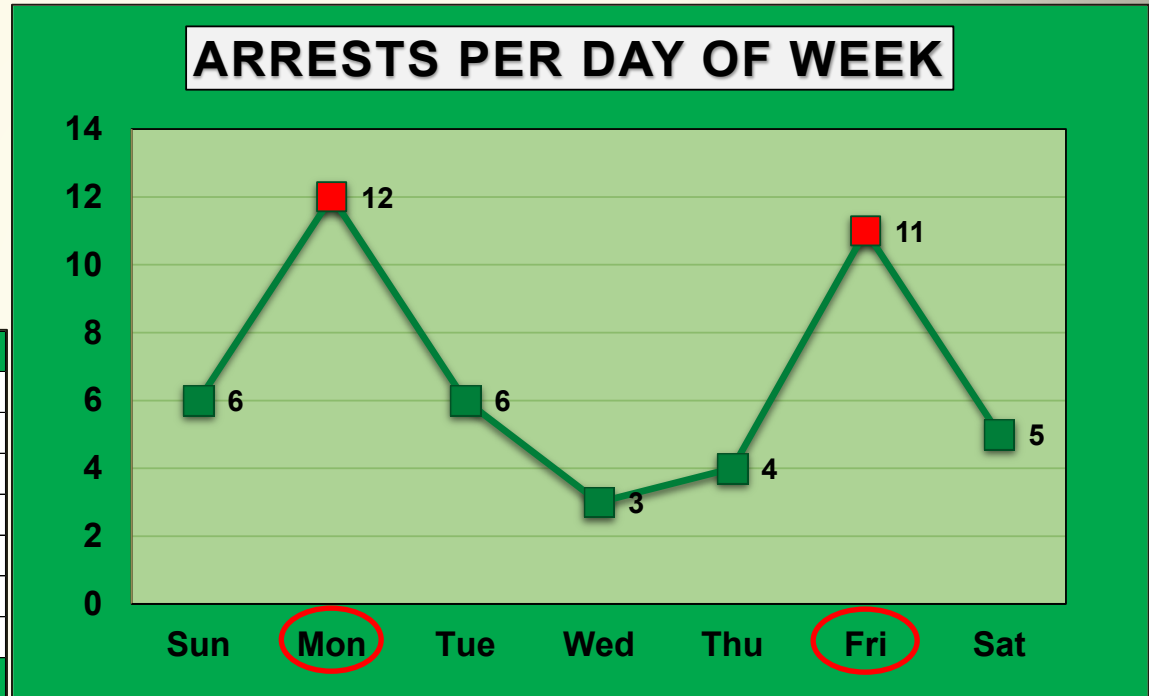


MENDOTA POLICE DEPARTMENT

SEPTEMBER 2021 - ARRESTS



DAYS	ARRESTS
Sun	6
Mon	12
Tue	6
Wed	3
Thu	4
Fri	11
Sat	5
Grand Total	47



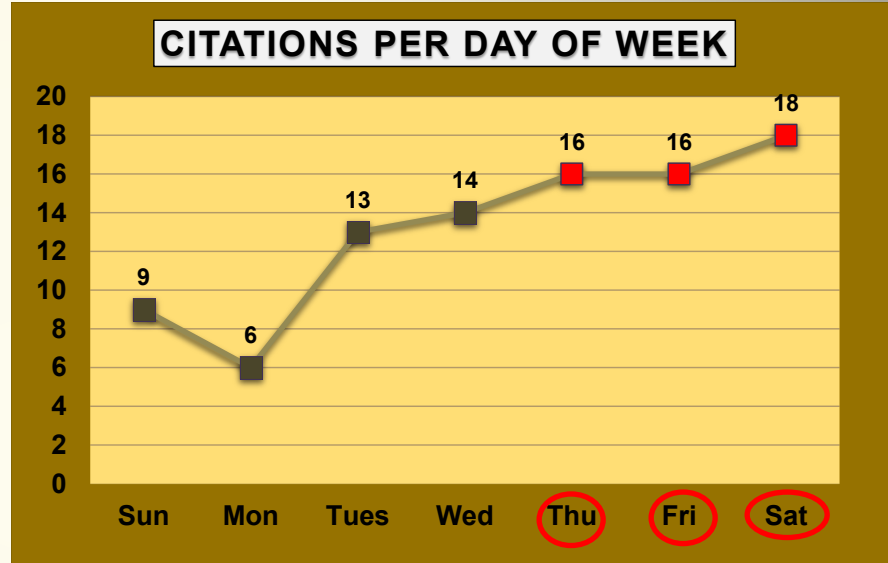


MENDOTA POLICE DEPARTMENT

SEPTEMBER 2021 - CITES



CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK
210001875.1	9/1/2021	Wed	210001969.1	9/11/2021	Sat
210001877.1	9/1/2021	Wed	210001970.1	9/11/2021	Sat
210001878.1	9/1/2021	Wed	210001971.1	9/11/2021	Sat
210001881.1	9/1/2021	Wed	210001972.1	9/11/2021	Sat
210001882.1	9/1/2021	Wed	210001973.1	9/11/2021	Sat
210001883.1	9/1/2021	Wed	210001974.1	9/11/2021	Sat
210001887.1	9/2/2021	Thu	210001975.1	9/11/2021	Sat
210001888.1	9/2/2021	Thu	210001976.1	9/11/2021	Sat
210001889.1	9/3/2021	Fri	210001984.1	9/12/2021	Sun
210001890.1	9/3/2021	Fri	210001985.1	9/12/2021	Sun
210001895.1	9/3/2021	Fri	210001986.1	9/12/2021	Sun
210001896.1	9/3/2021	Fri	210001987.1	9/12/2021	Sun
210001898.1	9/3/2021	Fri	210001992.1	9/13/2021	Mon
210001899.1	9/3/2021	Fri	210001997.1	9/14/2021	Tue
210001900.1	9/4/2021	Sat	210001998.1	9/14/2021	Tue
210001901.1	9/4/2021	Sat	210002000.1	9/14/2021	Tue
210001902.1	9/4/2021	Sat	210002001.1	9/14/2021	Tue
210001905.1	9/4/2021	Sat	210002002.1	9/14/2021	Tue
210001909.1	9/5/2021	Sun	210002003.1	9/14/2021	Tue
210001914.1	9/6/2021	Mon	210002004.1	9/14/2021	Tue
210001917.1	9/6/2021	Mon	210002005.1	9/14/2021	Tue
210001918.1	9/6/2021	Mon	210002006.1	9/14/2021	Tue
210001920.1	9/7/2021	Tue	210002007.1	9/14/2021	Tue
210001921.1	9/7/2021	Tue	210002011.1	9/15/2021	Wed
210001927.1	9/8/2021	Wed	210002014.1	9/15/2021	Wed
210001928.1	9/8/2021	Wed	210002015.1	9/15/2021	Wed
210001930.1	9/8/2021	Wed	210002016.1	9/15/2021	Wed
210001934.1	9/9/2021	Thu	210002017.1	9/16/2021	Thu
210001935.1	9/9/2021	Thu	210002018.1	9/16/2021	Thu
210001938.1	9/9/2021	Thu	210002019.1	9/16/2021	Thu
210001939.1	9/9/2021	Thu	210002024.1	9/16/2021	Thu
210001940.1	9/9/2021	Thu	210002025.1	9/16/2021	Thu
210001942.1	9/9/2021	Thu	210002040.1	9/18/2021	Sat
210001943.1	9/9/2021	Thu	210002041.1	9/18/2021	Sat
210001945.1	9/10/2021	Fri	210002047.1	9/19/2021	Sun
210001952.1	9/10/2021	Fri	210002048.1	9/19/2021	Sun
210001953.1	9/10/2021	Fri	210002049.1	9/19/2021	Sun
210001954.1	9/10/2021	Fri	210002059.1	9/21/2021	Tue
210001955.1	9/10/2021	Fri	210002068.1	9/22/2021	Wed
210001956.1	9/10/2021	Fri	210002070.1	9/23/2021	Thu
210001957.1	9/10/2021	Fri	210002077.1	9/24/2021	Fri
210001958.1	9/10/2021	Fri	210002078.1	9/24/2021	Fri
210001965.1	9/11/2021	Sat	210002087.1	9/26/2021	Sun
210001966.1	9/11/2021	Sat	210002093.1	9/27/2021	Mon
210001967.1	9/11/2021	Sat	210002096.1	9/27/2021	Mon
210001968.1	9/11/2021	Sat	210002106.1	9/30/2021	Thu



DAYS	COUNT
Sun	9
Mon	6
Tues	13
Wed	14
Thu	16
Fri	16
Sat	18
Grand Total	92



MENDOTA POLICE DEPARTMENT

SEPTEMBER 2021



	December	January	February	March	April	May	June	July	August	September	October	November	December	2021 Totals	AUG-SEPT%
Homicide	0	0	0	0	0	0	2	0	1	0				3	NON-CAL
Rape	0	0	0	0	0	0	0	0	0	0				0	NON-CAL
Other Sex Offense	1	1	1	0	0	1	5	2	1	1				12	0%
Robbery	0	0	0	0	1	0	1	0	1	0				3	-100%
Aggravated Assault	1	0	1	2	2	2	1	1	3	3				15	0%
Aggravated Assault (DV)	4	2	1	1	3	3	3	5	3	3				24	0%
Simple Assault	1	2	0	4	1	2	3	0	4	3				19	-25%
Simple Assault (DV)	1	0	2	0	1	3	4	0	0	1				11	NON-CAL
Residential Burglary	1	2	0	0	2	2	1	2	0	1				10	NON-CAL
Commercial Burglary	0	3	3	0	2	0	1	1	1	1				12	0%
Auto Theft	4	1	2	8	4	6	6	7	5	3				42	-40%
Grand Theft	0	2	1	6	1	2	3	9	1	5				30	400%
Petty Theft	8	6	3	2	6	3	10	11	6	3				50	-50%
Vehicle Burglary	5	10	4	6	8	3	1	1	1	1				35	0%
ID Theft/Fraud	2	0	3	1	1	2	0	1	1	2				11	100%
Arson	0	0	0	1	0	0	0	0	1	0				2	-100%
Vandalism	22	11	10	16	11	14	7	12	7	16				104	129%
Hate Crimes	0	0	0	0	0	0	0	0	0	0				0	NON-CAL
Possession of Firearm	1	1	1	0	0	1	2	2	1	0				8	-100%
Possession of Knife	0	0	0	0	0	0	0	0	0	0				0	NON-CAL
DUI Arrests	1	3	2	2	3	13	5	6	14	4				52	-71%
Public Intoxication	7	0	1	0	0	2	1	2	0	1				7	NON-CAL
Narcotics Violation	10	3	3	4	5	10	6	4	11	10				56	-9%
Parole/Restraining Order Violation	2	0	0	3	2	3	5	1	2	1				17	-50%
Warrant Arrest	11	14	8	13	8	20	17	17	13	14				124	8%
Mental Health Reports	2	1	1	2	0	1	1	1	4	1				12	-75%
Runaway / Missing	0	0	0	1	0	1	2	1	4	2				11	-50%
Trespass	0	2	1	0	0	1	2	2	0	3				11	NON-CAL
TOTALS	81	64	48	72	61	95	89	88	85	79	0	0	0	681	-7%



MENDOTA POLICE DEPARTMENT

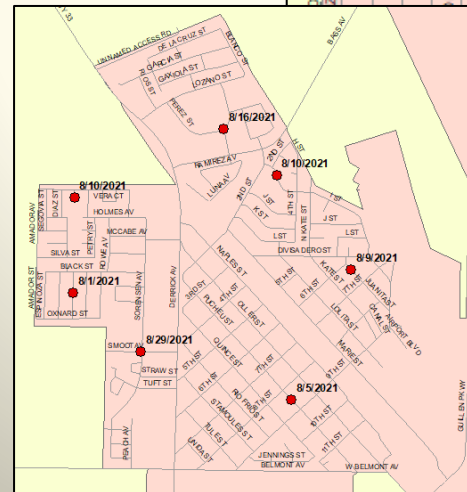
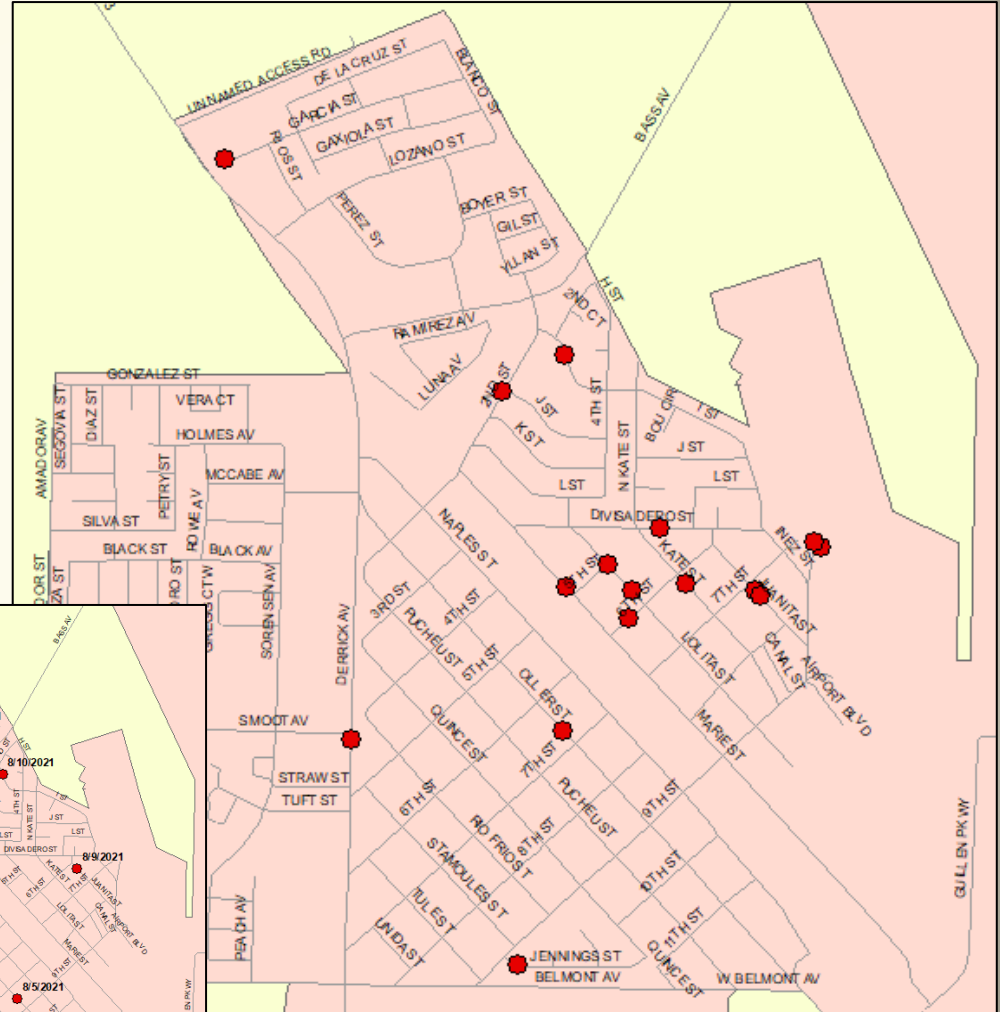
SEPTEMBER 2021



VANDALISM: TOTAL – 16

- 9 VEHICLES
- 5 RESIDENCES
- 2 OTHERS

➤ **129% INCREASE FROM AUGUST**



AUGUST

VANDALISM: TOTAL – 7

- ALL VEHICLES

➤ **42% DECREASE FROM JULY**