



# 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  
December 14, 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.

Effective December 14, 2021, the City of Mendota will no longer provide virtual public offerings for City public meetings. To participate in this meeting, please visit the Mendota City Council Chambers located at 643 Quince Street, Mendota, CA 93640 at the specified date and time listed above.

## CALL TO ORDER

## ROLL CALL

## FLAG SALUTE

## INVOCATION

## FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

## PRESENTATIONS

1. Chief of Police Smith to introduce Officer Santiago Jurado.
2. Simon Andrews with Graphic Solutions to provide a presentation on wayfinding signage for the City.

City Council Agenda

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December 14, 2021

3. Dan Urias with CalFire/Fresno County Fire to provide information on the emergency extrication equipment purchased with the Office of Traffic Safety Grant.

### **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 November 9, 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. NOVEMBER 3, 2021 THROUGH DECEMBER 7, 2021  
WARRANT LIST CHECK NOS. 51056 THROUGH 51176  
TOTAL FOR COUNCIL APPROVAL = \$840,412.39
2. Proposed adoption of **Resolution No. 21-92**, approving the proposal submitted by Provost & Pritchard Consulting Group for the Safe Routes to School Master Plan Project No. ATPSB1L-5285(022).
3. Proposed adoption of **Resolution No. 21-93**, approving an amendment to the engineering Consultant Services Contract with Provost & Pritchard Consulting Group for the Rojas-Pierce Park Expansion Phase 2 Project in accordance with Resolution No. 21-91, approving the Statement of Qualifications for Community Development Block Grant projects for a period of three years.
4. Proposed adoption of **Resolution No. 21-94**, approving the proposal submitted by Swanson Farney Ford and authorizing the purchase of a new 2022 Ford Police Interceptor Utility Vehicle.
5. Proposed adoption of **Resolution No. 21-95**, authorizing the City of Mendota to enter into the settlement agreements with McKesson Corporation, Cardinal Health, Inc., Amerisourcebergen Corporation Johnson & Johnson, Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc., agreeing to the terms of the MOU allocating settlement proceeds, and entering into the MOU with the Attorney General.

6. Proposed adoption of **Resolution No. 21-96**, approving the agreement with Lighthouse Electrical, Inc. for upgrading the Water Plant Programmable Logic Controllers Upgrades.
7. Proposed adoption of **Resolution No. 21-97**, authorizing the execution of a licensing agreement with GovInvest Software for Transparent Solutions for Pension, Labor Costing, and Financial Modeling.
8. Proposed adoption of **Resolution No. 21-98**, approving the agreement with the County of Fresno for law enforcement dispatch services/9-1-1 answering responsibilities.
9. Proposed adoption of **Resolution No. 21-99**, approving the quote submitted by Municipal Maintenance Equipment and authorizing the purchase of a Schwarze M6TE Avalanche Mechanical Street Sweeper.

## **BUSINESS**

1. Council discussion and consideration of **Ordinance No. 21-19**, amending Chapter 8.16 of Title 8 of the Mendota Municipal Code regarding refuse collection requirements pursuant to Senate Bill 1383.
  - a. *Receive report from City Attorney Kinsey*
  - b. *Inquiries from City Council to staff*
  - c. *Mayor Castro opens the floor to receive any comment from the public*
  - d. *Council considers introduction and waiver of the first reading of Ordinance No. 21-19 and sets a public hearing for January 11, 2021*
2. Council discussion and consideration of the City Hall/Police Station project.
  - 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 provides direction to staff on how to proceed*
3. Council discussion and consideration on the Clean California Local Grant Program.
  - 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*

4. Council discussion and consideration of the City of Mendota's Military & Veteran Flag Program.
  - 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*
  
5. Council discussion and consideration of future street projects.
  - a. *Receive report from City Engineer Osborn*
  - 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*

**DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Animal Control, Code Enforcement, and Police Department
  - a) Monthly Reports
  
2. Finance Director
  - a) Grant Update
  - b) 1<sup>st</sup> Quarter Budget Update
  
3. City Engineer
  - a) Update
  
4. City Attorney
  - a) Update
  
5. City Manager

**MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)
  
2. Mayor

**CLOSED SESSION**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
 Pursuant to subdivision (b) of Government Code section 54957  
 Title: City Manager

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).  
Case name unspecified: Disclosure would jeopardize existing settlement negotiations.
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (one potential case).

### **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 December 14, 2021, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, December 10, 2021 at 3:20 p.m.

  
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Celeste Cabrera-Garcia, City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**November 9, 2021**

**Meeting called to order by Mayor Castro at 6:02 p.m.**

### **Roll Call**

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

**Council Members Absent:** Councilor Oscar Rosales

**Flag salute led by Police Lieutenant Rodriguez**

**Invocation led by Police Chaplain Arturo Montejano**

### **FINALIZE THE AGENDA**

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

A motion was made by Councilor Riofrio to adopt the agenda, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

### **PRESENTATION**

1. *Chief of Police Smith to introduce Community Service Officers Yvonne Sandoval and Timothy Hernandez and Police Lieutenant Ramiro Rodriguez.*

*Presentation item 1 was moved to after Presentation item 2.*

2. The Axon Company to provide a presentation on body worn cameras and tasers.

Travis Cole with Axon provided information on body worn cameras and tasers.

Discussion was held on the information provided.

**Joseph Amador** – commented on the item.

Discussion was held on the information provided.

1. Chief of Police Smith to introduce Community Service Officers Yvonne Sandoval and Timothy Hernandez and Police Lieutenant Ramiro Rodriguez.

Chief of Police Smith introduced Community Service Officer Timothy Hernandez.

**Timothy Hernandez** – thanked the Council and the Police Department for the opportunity to serve the community.

The Council congratulated Mr. Hernandez.

Chief Smith introduced Community Service Officer Yvonne Sandoval.

**Yvonne Sandoval** – thanked the Council and the Police Department for the opportunity to serve the community.

The Council congratulated Ms. Sandoval.

Chief Smith introduced Police Chaplain Robert Salinas.

**Robert Salinas** – shared information about himself and thanked the Council and the Police Department for the opportunity to serve the community.

The Council congratulated Mr. Salinas.

Chief Smith introduced Police Lieutenant Ramiro Rodriguez.

**Ramiro Rodriguez** – shared information about himself and thanked the Council and the Police Department for the opportunity to serve the community.

The Council congratulated Mr. Rodriguez.

*At 6:52 p.m. Mayor Council announced that there would be a recess.*

*At 7:03 p.m. the Council reconvened in open session.*

3. The Mendota Carbon Negative Energy Project to present information on the Mendota Bioenergy with Carbon Capture and Sequestration Project.

Chris Stavinoha with the Mendota Carbon Negative Energy Project presented information on the Mendota Bioenergy with Carbon Capture and Sequestration Project.

Discussion was held on the information provided.

David Henson with the Mendota Carbon Negative Energy Project presented information on the Mendota Bioenergy with Carbon Capture and Sequestration Project.

Discussion was held on the information provided.

**Ofelia Ochoa** – inquired about the project.

Discussion was held on the information provided.

*At 7:37 p.m. Councilor Riofrio left the Council Chambers.*

**Nayamin Martinez (Central California Environmental Justice Network)** – commented on the information provided.

Discussion was held on the item.

*At 7:44 p.m. Councilor Riofrio returned to the Council Chambers.*

Discussion was held on the item.

**Jasmine Buenrostro (Central California Environmental Justice Network)** – commented on the information provided.

### **CITIZENS ORAL AND WRITTEN PRESENTATIONS**

**Kevin Romero** – provided an update on youth sports.

**Joseph Amador** – commented on virtual offerings for public meetings; the proposed Mendota Bioenergy with Carbon Capture and Sequestration Project; and the Council honoring Daniel “Gordo” Porras.

**Ofelia Ochoa** – commented on the Mendota Bioenergy with Carbon Capture and Sequestration Project.

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

### **APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING**

1. Minutes of the special City Council meeting of October 20, 2021 and the regular



City Council meeting of October 26, 2021.

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

A motion was made by Councilor Riofrio to approve items 1 and 2 with a modification to the minutes of the regular meeting of October 26, 2021, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales).

### **CONSENT CALENDAR**

1. OCTOBER 10, 2021 THROUGH NOVEMBER 1, 2021  
WARRANT LIST CHECK NOS. 50997 THROUGH 51055  
TOTAL FOR COUNCIL APPROVAL = \$249,877.02
2. Proposed adoption of **Resolution No. 21-89**, approving the Second Amended and Restated Memorandum of Understanding between the County of Fresno and the City of Mendota and authorizing the City Manager to execute the same.
3. Proposed adoption of **Resolution No. 21-90**, accepting and filing the Community Facilities District No. 2006-1 Annual Report for Fiscal Year 2021-22.
4. Proposed adoption of **Resolution No. 21-91**, approving the statement of qualifications submitted by Provost & Pritchard Consulting Group for the engineering services for the Rojas-Pierce Park Expansion Project and other Community Development Block Grant funded projects.
5. Proposed adoption of **Resolution No. 21-92**, approving the City Manager and Public Utilities Director to be authorized representatives for the State Water Resources Control Board California Water and Wastewater Arrearages Payment Program.

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

### **BUSINESS**

1. Council discussion and consideration of honoring Daniel "Gordo" Porras.

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

**Ed Porras** – commented on the item.

Discussion was held on the item.

**Virginia Porras** – commented on the item.

Discussion was held on the item.

**Virginia Porras** – commented on the item.

Discussion was held on the item.

**Arnold Gonzalez** – commented on the item.

Council consensus was reached to direct staff in initiating the planning process of creating a youth soccer field at Rojas-Pierce Park and naming the field after Daniel “Gordo” Porras.

2. Council discussion and consideration of **Resolution No. 21-88**, transitioning City Council meetings to in-person participation and ending virtual attendance service offerings while monitoring public health developments.

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

Discussion was held on the item.

A motion was made by Councilor Riofrio to adopt Resolution No. 21-88 and end all virtual offerings of public meetings on December 14<sup>th</sup>, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: Rosales)

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).

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

Discussion was held on the item.

A motion was made Councilor Riofrio to waive the second reading and adopt Ordinance No. 21-18, seconded by Mayor Pro Tem Mendoza; unanimously approved (4 ayes, absent: 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.

3. City Attorney
  - a) Update

City Attorney Kinsey provided a status update on the City's bond refinancing; and the various items that his office is working on.

4. City Manager

City Manager Gonzalez provided an update on the City Hall and Police Station project and the status of the translation services agreement.

Discussion was held on the status of ordering Christmas ornaments; upcoming Christmas events; and the condition of Rojas-Pierce Park restrooms.

### **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)

Councilor Alonso reported on various events that were held in the community; a ride-along that he participated in; and he wished all veterans a Happy Veterans Day.

Councilor Riofrio commented on the funeral services that were held for Felipe Gonzalez; individuals who had recently passed away; and the ongoing impacts of COVID-19.

Mayor Pro Tem Mendoza thanked staff for their work; thanked the Veterans for their service; and wished everyone a Happy Thanksgiving.

2. Mayor

Mayor Castro reported on local Veterans Day festivities; the services that were held for Felipe Gonzalez; municipal code violations and traffic issues; wished everyone a Happy Thanksgiving; and reported on upcoming Christmas events.

### **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 (4 ayes, absent: Rosales).

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Rolando Castro, Mayor

ATTEST:

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Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA  
CASH DISBURSEMENTS  
11/3/2021-12/7/2021  
CK# 51056-51176

Date	Check #	Check Amount	Vendor	Department	Description
November 3, 2021	51056	\$ 1,050.41	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR AUGUST 2021-OCTOBER 2021
November 3, 2021	51057	\$ 237.32	JUAN GURROLA	GENERAL	CSJVRMA-WC 10/19/2021-10/23/2021
November 5, 2021	51058	\$ 92.77	ARAMARK	GENERAL-WATER-SEWER	UNIFORM RENTAL SERVICES FOR PUBLIC WORKS 11/4/2021
November 5, 2021	51059	\$ 156.00	BSK ASSOCIATES	SEWER	WW WEEKLY- WEEKLY GRAB SAMPLE 10/19/2021
November 5, 2021	51060	\$ 442.98	CROWN SERVICES CO.	GENERAL-WATER	TOILET 1XWK 1000 AIRPORT BLVD. BLDG #A (PD), TOILET WSINK 1XWK- 1300 2ND ST. WWTP, POOL PARK & LOZANO PARK
November 5, 2021	51061	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS FOR OCTOBER 2021
November 5, 2021	51062	\$ 1,068.75	PAPE MACHINERY	STREETS	BACKHOE FRONT END LOADER, CUTTING EDGE & BOLTS
November 5, 2021	51063	\$ 319.20	PROVOST & PRITCHARD	GENERAL	CANNABIS TEXT AMENDMENTS SEPTEMBER 2021
November 17, 2021	51064		VOID		
November 5, 2021	51065	\$ 64.80	WECO	GENERAL-WATER-SEWER	(6) RENT CYL ACETYLENE #4 D & K OCTOBER 2021
November 8, 2021	51066	\$ 1,060.16	RENE BAEZA	WATER-SEWER	10/25/2021- 11/7/2021 CSJVRMA-WC
November 8, 2021	51067	\$ 1,443.14	JUAN GURROLA	GENERAL	10/25/2021- 11/7/2021 CSJVRMA-WC
November 9, 2021	51068	\$ 109,842.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 10/25/2021-11/7/2021
November 9, 2021	51069	\$ 84,025.00	BB LIMITED	WATER	LEASE PAYMENT 1ST INSTALLMENT FY 2021/2022
November 9, 2021	51070	\$ 1,669.58	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONES & INTERNET SERVICES 11/6/21-12/5/21
November 9, 2021	51071	\$ 29,656.12	PG&E	GENERAL-WATER-SEWER-STREETS-AIRPORT	CITYWIDE UTILITIES FOR 9/10/2021-10/8/2021
November 17, 2021	51072	\$ 39.52	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE
November 17, 2021	51073	\$ 74.95	ALEX AUTO DIAGNOSTICS	GENERAL	2007 CHEVY SILVERADO-ENGINE OIL, FILTER & TIRE ROTATION (PD)
November 17, 2021	51074	\$ 14.29	AUTOMATED OFFICE SYSTEMS	GENERAL	TCM LEASE PROPERTY TAX
November 17, 2021	51075	\$ 80.11	AUTOZONE, INC.	GENERAL	(1) DUCK TAPE BLACK, (2) LT, CAR WASH SOAP, SYLVANIA BULB FOR UNIT #84, WIPER BLADES FOR UNIT #82 (PD)
November 17, 2021	51076	\$ 92.00	BSK ASSOCIATES	SEWER	WW WEEKLY GRAB SAMPLES 10/26/2021
November 17, 2021	51077	\$ 62.10	CALIFORNIA BUILDING	GENERAL	BUILDING STANDARDS ADMINISTRATION FEE SB1473 7/1/21-9/30/21
November 17, 2021	51078	\$ 110.33	CONSOLIDATED ELECTRICAL	STREETS	(1) 1000V INSULATED TOOL KIT, (3) ELEC VINYL TAPE
November 17, 2021	51079	\$ 483.37	COMCAST BUSINESS	GENERAL	FRESNO SHERIFF TO MENDOTA PD CIRCUIT-NOVEMBER 2021
November 17, 2021	51080	\$ 163.91	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL QUEST SERVICES FOR 10/1/2021-10/31/2021
November 17, 2021	51081	\$ 222.74	DEPARTMENT OF CONSERVATION	GENERAL	SMIP & SEISMIC HAZARD MAPPING FEE 7/1/21-9/30/21
November 17, 2021	51082	\$ 147.00	DEPARTMENT OF JUSTICE	GENERAL	(4) FINGERPRINT APPS, (1) PEACE OFFICER (PD)
November 17, 2021	51083	\$ 12,250.00	FIREBAUGH POLICE	GENERAL-WATER-SEWER	POLICE DEPARTMENT DISPATCH SERVICES- NOVEMBER 2021
November 17, 2021	51084	\$ 492.30	FRESNO COUNTY SHERIFF	GENERAL	22-PRISONER PROCESSING SERVICES 1ST QTR 7/1/21-9/30/21
November 17, 2021	51085	\$ 350.00	FRESNO COUNTY DEPT. OF PUBLIC	GENERAL	FACILITY USE DEPOSIT REFUND-ROJAS PIERCE PARK 10/21
November 17, 2021	51086	\$ 60.63	HARBOR FREIGHT TOOLS	GENERAL	(1) 14PC INDUSTRIAL COUPLER, 3/8X50 AIR HOSE PRO
November 17, 2021	51087	\$ 2,086.45	ICAD INC.	SEWER	5.92 HRS SERVICE WORK & 75 MILES TRAVEL, 4.75 HRS SERVICE WORK & 75 MILES TRAVEL-WWTP
November 17, 2021	51088	\$ 505.27	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	HEATER HOSE FITTING FOR UNIT #M89, COOLING FAN FOR UNIT #M89, TRANSMISSION SHIFT CABLES FOR UNIT #M89 (PD)
November 17, 2021	51089	\$ 218.94	METRO UNIFORM	GENERAL	MENDOTA SHOULDER PATCH, CHAPLAIN CROSS, BELT, STAR (PD)
November 17, 2021	51090	\$ 59,326.97	MID VALLEY DISPOSAL, INC.	REFUSE-STREETS	ROLL OFF BIN EXCHANGE 50Y QTY: 6.48, 5.33, 3.99, 9.36, 9.58, 10Y 6.58, SANITATION CONTRACT SERVICES- OCTOBER 2021
November 17, 2021	51091	\$ 1,755.26	NORTHSTAR CHEMICAL	WATER	(800) GAL SODIUM HYPOCHLORITE- 12.5% 11/9/21
November 17, 2021	51092	\$ 192.12	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES-PAPER 30%, STICKY NOTES AND FOLDERS

CITY OF MENDOTA  
CASH DISBURSEMENTS  
11/3/2021-12/7/2021  
CK# 51056-51176

November 17, 2021	51093	\$ 598.13	PG&E	GENERAL-STREETS	WATER DEPARTMENT UTILITIES FOR 10/8/21-11/7/21
November 17, 2021	51094	\$ 274.29	PLATT ELECTRIC SUPPLY	STREETS	(10) IMT LED4536SC SPECIFIC GRADE (8) NOCTURA ADJ. (STREET LIGHTS)
November 17, 2021	51095	\$ 39,456.25	RRM DESIGN GROUP	GENERAL-WATER-SEWER	MENDOTA CITY HALL & PD STATION CONSTRUCTION DOCS.
November 17, 2021	51096	\$ 29.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 10/21/21-11/20/21 (PD)
November 17, 2021	51097	\$ 2,368.79	SIGNMAX	STREETS	(20) SQUARE POST 10FT 2X2 14 GA, ANCHORS & RIVETS, (8) 18X18 R/W EG ALUM- STREET SWEEPING SIGNS
November 17, 2021	51098	\$ 334.85	KEVIN SMITH	GENERAL	EXPENSE REIMBURSEMENT- POLICE LEATHER GEAR ORDERED THROUGH AMAZON
November 17, 2021	51099	\$ 2,949.53	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENT SUPPLIES FOR OCTOBER 2021- (7) HYDRAULIC HOSES, COMB WRENCH, HOSE & FITTINGS
November 17, 2021	51100	\$ 355.97	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT 12/1/21-12/31/21
November 17, 2021	51101	\$ 194.85	TCM INVESTMENTS	GENERAL	MPC3503 RENTAL PAYMENT FOR PD COPIER 11/1/2021
November 17, 2021	51102	\$ 782.15	TRIANGLE ROCK PRODUCTS, LLC	STREETS	ST 3/8 CM SC3000 AGG & ASPHALT QTY: 7.10 POTHOLES, 3/4IN CL 2 BASE AGG & ASPHALT QTY: 16.96 STREETS
November 17, 2021	51103	\$ 922.87	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELLPHONE SERVICES 10/7/21-11/6/21
November 17, 2021	51104	\$ 852.30	VULCAN MATERIALS COMPANY	STREETS	COLD MIX 3/8 SC8 AGG & ASPHALT QTY: 6.00 POTHOLES, COLD MIX 3/8 SC8 AGG & ASPHALT QTY: 5.99 STREET PATCHING
November 17, 2021	51105	\$ 11,529.69	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL	LEGAL SERVICES RE: CITY ATTORNEY- SPECIAL LEGAL SERVICES 10/21/21, CA SPORTFISHING PROTECTION 10/21/21
November 17, 2021	51106	\$ 600.00	WESTSIDE YOUTH	GENERAL	(2) FACILITY USE DEPOSIT REFUND- BASEBALL DIAMONDS 4/21
November 23, 2021	51107	\$ 122,401.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 11/8/2021-11/21/2021
November 24, 2021	51108	\$ 2,424.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN FOR 11/18/2021
November 24, 2021	51109	\$ 61.18	ADT SECURITY SERVICES	WATER	SECURITY SERVICES-WT PLANT-1300 2ND ST 12/4/21-1/3/22
November 24, 2021	51110	\$ 27,546.26	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR DECEMBER 2021
November 24, 2021	51111	\$ 632.74	AFLAC	GENERAL	AFLAC INSURANCE FOR THE MONTH OF NOVEMBER 2021
November 24, 2021	51112	\$ 5,590.60	AMERITAS GROUP	GENERAL	VISION & DENTAL INSURANCE FOR DECEMBER 2021
November 24, 2021	51113	\$ 23,417.50	AVISON CONSTRUCTION, INC.	STREETS	2021 ALLEY PAVING 10/18/21-10/31/21 PAYMENT #1
November 24, 2021	51114	\$ 1,764.72	RENE BAEZA	WATER-SEWER	11/8/2021- 11/21/2021 CSJVRMA-WC
November 24, 2021	51115	\$ 939.01	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES MOMS SYSTEM- DECEMBER 2021
November 24, 2021	51116	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATIONS PROCESSING FOR SEPTEMBER 2021
November 24, 2021	51117	\$ 2,349.03	DOWNTOWN DECORATIONS, INC	GENERAL	BASS & BARBOZA LIGHT POLES- HOLIDAY DECOR- (20) 18" 4-LOOP BOWS, (10) POLE WRAPS
November 24, 2021	51118	\$ 1,915.80	US COMPUTER & NETWORK SERVICES	GENERAL-WATER-SEWER	LENOVO THINKCENTRE M80S SFF-COREI7 2.9 GHZ 16B, (5) TECHNOLOGY SERVICES 11/10 (1.3)TECH SERVICES 11/17/21
November 24, 2021	51119	\$ 12,250.00	FIREBAUGH POLICE	GENERAL-WATER-SEWER	POLICE DEPARTMENT DISPATCH SERVICES-DECEMBER 2021
November 24, 2021	51120	\$ 50,925.69	FOLSOM LAKE FORD, INC.	GENERAL	2021 FT VIN# 1FD7W2A6XMED50039- NEW TRUCK FOR ANIMAL CONTROL
November 24, 2021	51121	\$ 824.74	GUTHRIE PETROLEUM INC	WATER-SEWER-STREETS	55 QTY, CHEV URSA 15-40 HUD & OIL RECYCLING FEE
November 24, 2021	51122	\$ 1,869.25	ICAD INC.	WATER	(9.5) SERVICE WORK ON PUMP #1 & #2 (149) TRAVEL
November 24, 2021	51123	\$ 180.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT OCTOBER 2021 STATS 11/7/2021
November 24, 2021	51124	\$ 644.44	METRO UNIFORM	GENERAL	(1) MENDOTA SHOULDER PATCH, NAMETAPE, EMBROIDERY, (1) SILVER STAR 5/8" PAIR, (1) BELT KEEPERS, (1) BELT (PD)
November 24, 2021	51125	\$ 1,763.63	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD & STD DECEMBER 2021
November 24, 2021	51126	\$ 47,997.04	PAC MACHINE COMPANY, INC.	SEWER-STREETS	GODWIN DRI-PRIME CD150S 6" IZUSU 4LE2X ENGINE, 60G- TRASH PUMP
November 24, 2021	51127	\$ 274.29	PLATT ELECTRIC SUPPLY	STREETS	(10) IMT LED 4536SC SPECIFIER GRADE- STREET LIGHTS
November 24, 2021	51128	\$ 700.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	PREPARATION OF STATUS REPORT & ANNUAL FINANCIAL TRANSACTION REPORT
November 24, 2021	51129	\$ 3,198.29	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 10/13/21, 10/14/21, 11/10/21, 11/11/21
November 24, 2021	51130	\$ 240.76	R.G. EQUIPMENT COMPANY	GENERAL	(9) RECYCLING BLADES

CITY OF MENDOTA  
CASH DISBURSEMENTS  
11/3/2021-12/7/2021  
CK# 51056-51176

November 24, 2021	51131	\$ 725.00	RAMON'S TIRE & AUTO REPAIR	GENERAL	2018 JEEP (4)TIRE INSTALL, WHEEL BAL, REP VALVE-PD, 2018 FORD POLICE INTERCEPTOR-TIRE REPAIR, PATCH (PD)
November 24, 2021	51132	\$ 10,813.50	RRM DESIGN GROUP	GENERAL-WATER-SEWER	MENDOTA CITY HALL & PD STATION CONSTRUCTION DOCUMENTS
November 24, 2021	51133	\$ 2,049.03	THE HOME DEPOT	GENERAL-WATER-STREETS	(2) REJUVENATE RESTORER WIPES (8) REJ NO BUCKET, (2) ZEP HARDWOOD FLOOR CLEANER, (2) BONA HRWD FLR CLEANER
November 24, 2021	51134	\$ 143.67	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	(6) 4X6 MATS, (2) BOWL CLIPS, (1) MOP REPAIR & TERRY CLOTHS
November 24, 2021	51135	\$ 150.00	VORTAL	GENERAL-WATER-SEWER	WEBSITE HOSTING AND MAINTENANCE
November 30, 2021	51136	\$ 48,671.90	UNITED RENTALS (NORTH AMERICA)	STREETS	(1) BOOM LIFT- GENIE SERIAL #Z6013-12794- NEW CHECK REPLACING LOST CHECK #050867
December 3, 2021	51137	\$ 3,513.60	ACME ROTARY BROOM SERVICE	STREETS	(20) E 5TH SCHWARZE TORNADO GUTTER BROOM SWEEPER
December 3, 2021	51138	\$ 12,000.00	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN FOR 11/29/2021
December 3, 2021	51139	\$ 483.59	THE ADVANCE GROUP	GENERAL	(2,500) CITATION FORMS FOR (PD)
December 3, 2021	51140	\$ 549.11	ALERT-0-LITE	GENERAL-STREETS	(1) 10X20 WHITE CAMM CANOPY (1) LED500AP STROBE
December 3, 2021	51141	\$ 2,067.49	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER NOVEMBER 2021-CITYHALL & PD
December 3, 2021	51142	\$ 484.50	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES FOR 10/14/21, 11/11/21, 11/18/21, 11/25/21, 12/2/21
December 3, 2021	51143	\$ 651.91	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 10/25/21-11/24/21
December 3, 2021	51144	\$ 1,190.43	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICE 10/12-11/11/21
December 3, 2021	51145	\$ 25.84	AUTOZONE, INC.	GENERAL	(1) SILVANIA SIVER STAR BULB, REPLACED ON UNIT #85 (PD_
December 3, 2021	51146	\$ 121.62	BSK ASSOCIATES	SEWER	WW WEEKLY GRAB SAMPLE 11/23/2021
December 3, 2021	51147	\$ 120.26	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR NOVEMBER 2021
December 3, 2021	51148	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESSING FOR OCTOBER 2021
December 3, 2021	51149	\$ 359.72	DATAMATIC, INC.	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE 1/1/22-1/31/22
December 3, 2021	51150	\$ 420.00	DEPARTMENT OF JUSTICE	GENERAL	(12) BLOOD ALCOHOL ANALYSIS- SEPTEMBER 2021
December 3, 2021	51151	\$ 38.22	EMPLOYEE RELATIONS	WATER-SEWER	(3) EMPLOYMENT VERIFICATION (1) MOTOR VEHICLE REP.
December 3, 2021	51152	\$ 143.68	FRESNO COUNTY SHERIFF	GENERAL	RMS JMS ACCESS FEE FOR OCTOBER 2021
December 3, 2021	51153	\$ 25.90	HAVEN'S FOR TOTAL SECURITY, INC.	GENERAL	(1) MASTERLOCK DEADBOLT,(2) KEY RIGS,(2) 3/4" BRASSTAG
December 3, 2021	51154	\$ 1,073.00	ICAD INC.	WATER-SEWER	(5.5) HRS SERVICE WORK & 74 MILES TRAVEL-WWTP
December 3, 2021	51155	\$ 171.00	KERWEST NEWSPAPER	GENERAL	(5) SUMMARIES OF ORDINANCE NO. 21-18 PROOF OF PUBLICATION
December 3, 2021	51156	\$ 2,567.20	LIGHTHOUSE ELECTRICAL INC.	SEWER	(2.63) HRS SERVICE WORK, 74 MILES TRAVEL & MATERIAL
December 3, 2021	51157	\$ 941.83	MENDOTA SMOG & REPAIR	GENERAL-WATER-SEWER-STREETS	2018 RAM LIC# 1287347, OIL CHANGE & NEW AIR FILTER, 2014 FREIGHTLINER SWEEPER R&R DISTRIBUTOR CAP
December 3, 2021	51158	\$ 30,000.00	MENDOTA DESIGNATED LOCAL AUTHORITY	GENERAL	REPAYMENT OF RDA LOAN PRINCIPAL & INTEREST 12/31/21
December 3, 2021	51159	\$ 33.27	REBECCA MORA	GENERAL-WATER-SEWER	CPR TRAINING MILEAGE REIMBURSEMENT 10/25/21
December 3, 2021	51160	\$ 202.19	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES-USB DRIVE, PHOTO PAPER, TONER LASER JET, (1) BOX RETRACTABLE BLUE INK PENS, (1) PACK ROLLERBALL PENS
December 3, 2021	51161	\$ 2,228.97	PAPE MACHINERY	SEWER-STREETS	JD 310SG REPLACE DRIVE LINE, NEW BOLTS & CLAMPS
December 3, 2021	51162	\$ 300.00	PENTELCOSTAL CHURCH	GENERAL	FACILITY USE DEPOSIT REFUND- SOFTBALL TOURNAMENT
December 3, 2021	51163	\$ 25,058.93	PG&E	GENERAL-WATER-SEWER-STREETS-AIRPORT	CITYWIDE UTILITIES FOR 10/9/2021-11/8/2021, WATER DEPARTMENT UTILITIES FOR 10/12/21-11/9/21
December 3, 2021	51164	\$ 1,060.00	SID'S CHRISTMAS TREES	GENERAL	(2) 14' HOLIDAY TREES STAND & FIRE RETARDANT
December 3, 2021	51165	\$ 674.84	SIERRA DISPLAY, INC.	GENERAL	(500) C-9 LIGHT LINE, SOCKET 12" C-9 7 WATT LAMP
December 3, 2021	51166	\$ 1,369.75	STEAM CLEANERS, INC.	GENERAL-WATER-SEWER	(1) HOSE, 50' 3/8" TUFF FLEX, UNLOADER, FILTER,BAT
December 3, 2021	51167	\$ 3,267.39	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD EXPENSES 10/27/21-11/18/21, CHEWY-DOG FOOD, CENTRAL VALLEY SALINITY COALITION, ARROWHEAD FORENSICS
December 3, 2021	51168	\$ 535.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL SERVICES FOR CITYHALL/DMW/YOUTH CENTER 11/23/21, PW, WWTP, ROJAS PIERCE PARK-SERVICE GROUNDS

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 11/3/2021-12/7/2021  
 CK# 51056-51176

December 3, 2021	51169	\$ 1,662.28	THE SHERWIN-WILLIAMS COMPANY	STREETS	(80) 5 GAL HL WHITE STREET PAINT & SUPPLY CHARGE
December 3, 2021	51170	\$ 690.77	USA BLUEBOOK	WATER-STREETS	(1) CHEMTROL TRUE UNION BLEACH, (1) LIQUID LAMOTTE
December 3, 2021	51171	\$ 31.56	VALLEY FARM SUPPLY STORES INC.	GENERAL	(2) STIHL CHAIN .042 3/8"- FOR PARKS
December 3, 2021	51172	\$ 66.96	WECO	GENERAL-WATER-SEWER	(6) RENT CYL ACETYLENE #4 D&K NOVEMBER 2021
December 3, 2021	51173	\$ 300.00	WESTSIDE YOUTH	GENERAL	FACILITY USE DEPOSIT REFUND-USE OF BASEBALL DIAMOND FOR COBRA FOOTBALL PRACTICE
December 3, 2021	51174	\$ 59.12	MARIA E. ARGUETA PEREZ	WATER	MO CUSTOMER REFUND FOR ARG0003
December 3, 2021	51175	\$ 36.84	ADRIAN GARNICA	WATER	MO CUSTOMER REFUND FOR GAR0158
December 7, 2021	51176	\$ 1,412.44	RENE BAEZA	WATER-SEWER	WORKER'S COMPENSATION TD- 11/22/2021-12/5/2021

\$ **840,412.39**



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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING THE PROPOSAL SUBMITTED FOR THE SAFE ROUTES TO SCHOOL MASTER PLAN, PROJECT NO. ATPSB1L-5285 (022)  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-92, approving the proposal submitted for the Safe Routes to School Master Plan, Project No. ATPSB1L-5285 (022)?

**BACKGROUND**

The City of Mendota (“City”) is the lead agency on an Active Transportation Program (“ATP”) funded project to increase the accessibility and safety for pedestrians, bicyclists and motorists going to and from schools within the City by preparing a Safe Routes to School Master Plan. The project is programmed with State-only funding. The City published a request for proposals due on November 5, 2021. The work expected to be performed by the consultant is the preparation of the final Master Plan document. This work shall include but is not limited to public engagement, coordination with the City and Mendota Unified School District representatives, mapping, evaluation of alternatives, scoping of future projects, providing budgetary costs and identifying potential funding sources and timelines to implement the projects. All work must comply with State and Local requirements.

**ANALYSIS**

The City received two proposals for the Safe Routes to School Master Plan Project No. ATPSB1L-5285(022). We have reviewed the submitted proposals from Green DOT Transportation Solutions and Provost & Pritchard Consulting Group. Although, both proposals have demonstrated their professional and technical ability to prepare the “City of Mendota Safe Routes to School Master Plan,” we have determined Provost & Pritchard to be the most qualified for the City’s project application for the Cycle 4 ATP.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 21-92, approving the proposal submitted for the Safe Routes to School Master Plan, Project No. ATPSB1L-5285 (022).

**Attachment(s):**

1. Resolution No. 21-92

**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 PROPOSAL SUBMITTED BY PROVOST  
& PRITCHARD CONSULTING GROUP FOR  
THE SAFE ROUTES TO SCHOOL MASTER  
PLAN PROJECT NO. ATPSB1L-5285(022)**

**RESOLUTION NO. 21-92**

**WHEREAS**, the City of Mendota (“City”) has a project application for the Cycle 4 Active Transportation Program (“ATP”) Grant; and

**WHEREAS**, the City advertised a request for proposals for qualified architectural, landscape architectural, or engineering consultants to prepare a Safe Routes to School Master Plan due on November 5, 2021; and

**WHEREAS**, the City received two (2) proposals for the Safe Routes to School Master Plan that meet the budget constraints and do not need further negotiations; and

**WHEREAS**, the City has undergone considerable review of each proposal and their qualifications to prepare a Safe Routes to School Master Plan; and

**WHEREAS**, the City has determined that, although both proposals demonstrated their professional and technical ability appeared to be equal, Provost & Pritchard Consulting Group has the most experience and knowledge with the City’s needs.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the proposal submitted for the Safe Routes to School Master Plan Project No. ATPSB1L-5285 (022) from Provost & Pritchard Consulting Group is approved.

\_\_\_\_\_  
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 14<sup>th</sup> day of December, 2021, by the following vote:

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

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING AN AMENDMENT TO THE ENGINEERING CONSULTANT SERVICES CONTRACT WITH PROVOST & PRITCHARD FOR THE ROJAS-PIERCE PARK EXPANSION PHASE 2 IN ACCORDANCE WITH RESOLUTION NO. 21-91, APPROVING THE STATEMENT OF QUALIFICATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECTS FOR A PERIOD OF THREE YEARS  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-93, approving an amendment to the engineering Consultant Services Contract with Provost & Pritchard for the Rojas-Pierce Expansion Phase 2 Project in accordance with Resolution No. 21-91, approving the Statement of Qualifications for Community Development Block Grant projects for a period of three years?

**BACKGROUND**

The City of Mendota (“City”) is in the process of expanding the Rojas-Pierce Park and has applied for funding for the Community Development Block Grant (“CDBG”) Program administered by the County of Fresno (“County”). As part of the requirements under the Housing the Urban Development (“HUD”) rules for CDBG projects, the City must complete a Request for Qualifications (“RFQ”) for CDBG Engineering Services. The City published an advertisement on October 6, 2021. All proposals were due on October 27, 2021. The City received one RFQ from Provost & Pritchard Consulting Group. The City Council approved the statement of qualifications submitted by Provost & Pritchard Consulting Group at the November 9, 2021 City Council Meeting.

**ANALYSIS**

The County is requesting an executed agreement between the City and Provost & Pritchard. The City and Provost & Pritchard currently have an engineering consultant services contract with Provost & Pritchard for the Rojas-Pierce Park Expansion Phase 2 Project. In order to streamline the County’s requirements, Provost & Pritchard has submitted an amendment to the engineering consultant services contract attached in the resolution in Exhibit A. Once we have submitted an executed amendment to the existing contract for the CDBG Engineering Services for a period of three years, the City will be able to move forward with Rojas-Pierce Park Expansion Project.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 21-93, approving an amendment to the engineering Consultant Services Contract with Provost & Pritchard for the Rojas-Pierce Park Expansion Phase 2 Project, in accordance with Resolution No. 21-91, approving the Statement of Qualifications for Community Development Block Grant projects for a period of three years.

**Attachment(s):**

1. Resolution No. 21-93
2. Exhibit “A” – Contract Scope Adjustment

**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 AMENDMENT TO THE ENGINEERING  
CONSULTANT SERVICES CONTRACT  
WITH PROVOST & PRITCHARD CONSULTING  
GROUP FOR THE ROJAS-PIERCE PARK  
EXPANSION PHASE 2 PROJECT IN  
ACCORDANCE WITH RESOLUTION NO. 21-91,  
APPROVING THE STATEMENT OF  
QUALIFICATIONS FOR COMMUNITY  
DEVELOPMENT BLOCK GRANT PROJECTS  
FOR A PERIOD OF THREE YEARS**

**RESOLUTION NO. 21-93**

***WHEREAS***, the City of Mendota (“City”) is in the process of expanding the Rojas-Pierce Park with funding from the Community Development Block Grant (“CDBG”) administered by the County of Fresno (“County”); and

***WHEREAS***, as part of the requirements from the Housing and Urban Development (“HUD”), the City must complete a Request for Qualifications (“RFQ”) for CDBG Engineering Services; and

***WHEREAS***, the City received one Statement of Qualifications submitted by Provost & Pritchard Consulting Group and approved the submittal with Resolution No. 21-91; and

***WHEREAS***, the City and Provost & Pritchard have an existing contract for the Rojas-Pierce Park Expansion Phase 2 Project; and

***WHEREAS***, the County has approved to amend the existing contract with Provost & Pritchard to accommodate the Rojas-Pierce Park Expansion Phase 2 Project.

***NOW, THEREFORE, BE IT RESOLVED***, by the City Council of the City of Mendota that the City approves an amendment to the engineering consultant contract with Provost & Pritchard to accommodate the Rojas-Pierce Park Expansion Phase 2 Project in accordance with Resolution No. 21-91 approving the statement of qualifications for Community Development Block Grant Projects for a period of three years.

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**BE IT FURTHER RESOLVED THAT**, the City Manager is authorized to execute the amended agreement for the Rojas-Pierce Park Expansion Phase 2 Project with Provost & Pritchard in substantially the form attached hereto as Exhibit "A".

\_\_\_\_\_  
Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14<sup>th</sup> day of December, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

## Exhibit A



## Contract Scope Adjustment

To: Cristian Gonzalez & Nancy Diaz  
Email: [Cristian@cityofmendota.com](mailto:Cristian@cityofmendota.com)  
[Nancy@cityofmendota.com](mailto:Nancy@cityofmendota.com)

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From: Michael Osborn  
Date: 12/8/2021

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Subject: Rojas Pierce Park Expansion - Phase 2

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On November 9, 2021, by Resolution No. 21-91, the City of Mendota (City) selected Provost & Pritchard Consulting Group (P&P) to provide engineering services for upcoming Community Development Block Grant (CDBG) funded projects for the next three years, the first of which is Phase 2 of the Rojas Pierce Park Expansion project (Project). We have discussed the need for Provost & Pritchard to perform the following services to continue the expansion project that began in 2019.

Phase 2 of the Project will include the addition of lighting to the new soccer and baseball field and retrofitting the existing lighting at the Bare Mares baseball field, as well as the addition of restroom/concession building at a location between the new soccer field and the new baseball field. The locations for these improvements were provided for in the first phase of the park expansion that was constructed about a year ago.

### 3336-19004 Phase PS&E: Plans, Specifications & Estimate

- Attend a Recreation Commission meeting to review Phase 2 elements to obtain their concurrence and determine their comfort level with the proposed elements. Final product decision authority will remain with staff.
- Develop performance specifications for playfield lighting which shall be vendor-designed LED systems, pre-engineered to provide adequate light levels at locations over the new soccer field and the new baseball field as well as retrofitting the existing lighting at the Benny Mares Baseball Field.
  - Specifications shall call for specific lighting systems and shall clearly exclude non-engineered lighting systems. Lighting systems shall be connected to existing City electrical panel or a new power supply by PG&E, if determined to be necessary. The existing capacity in the existing panel will be analyzed at the first step of the process.
- Develop performance specifications for a premanufactured building with two unisex restrooms, a Level 2 concession stand, and small storage/utility closet (approximately 465 square feet.) We will prepare site, grading and utility plans for the modular restroom building including electrical, water and sewer service.
- We will assist the City with applying for a required permit to operate a food facility from the Fresno County (County) Department of Public Health, Environmental Health Division.
- It is anticipated that sewer service will require pumping to the City sewer main in Smoot Street. We will design and specify an appropriate wet well and grinder pump for inclusion in

the Plans, including necessary detail drawings for construction and connection to the City sewer system.

- We anticipate one preliminary submittal to the City and County for review when PS&E are approximately 90% complete.
- After review is complete, we will generate 100% final construction documents ready for use in bidding.
- Bid package will include plans, specifications including required CDBG Federal contract language. The plans are assumed to contain the following seven (7) sheets:
  - Cover sheet
  - Legend and Abbreviation
  - Site Topography & Demolition Plan (Scale: 1"=30')
  - Overall Site Plan (Scale: 1"=30')
  - Restroom pad grading and utilities (incl. pump, Scale: 1"=10')
  - Site Lighting and Utility Plan (Scale: 1"=30')
  - Details & Sections
- We will submit the PS&E package to the County Community Development for their review and approval prior to bid advertisement (assumed four week review period.)
- Notify Builders' Exchanges and provide electronic project documents for use by contractors at those locations as well as download directly from P&P. Place two advertisements in the Business Journal.
- Organize and attend the pre-bid meeting and job walk.
- Prepare any necessary clarifications and addenda during the bid time resulting from bidder questions. One (1) addenda is anticipated.
- Attend and run the bid opening, to be held at the City of Mendota.
- Prepare bid canvass and make recommendation of the lowest responsible, responsive bidder to the City Council, coordinate recommendation with Fresno County (assumed three week review period.) Prepare Notice of Award to successful bidder.

*Deliverables: One (1) PDF copy of the 90% design plans, specifications, and engineer's opinion of probable construction cost (EOPCC); one (1) PDF copy of the final design plans and specifications including final EOPCC; one (1) PDF copy of bid canvass and letter recommending award; and one (1) copy of Notice of Award.*

### 3336-19004 Phase LCA: Limited Construction Assistance

Because the construction is of a nature that is familiar to the City, construction observation services will be provided by the City Public Works staff.

P&P will provide the following administrative services, over the assumed three-month construction period. If the construction period exceeds three months, additional compensation may be requested:

- Schedule, attend and run a pre-construction meeting, to include City staff, CDBG representatives, and representatives of the Contractor. Agenda will include job site safety responsibility, labor compliance, access to the site, equipment staging, materials staging, disposal of salvaged materials, and other topics of concern to the parties. Make notes and prepare minutes for circulation to the parties.
- Respond to Contractor RFIs, review requests for potential change orders, review Contractor payment requests and coordinate with for City preparation of payment warrants. Up to two (2) RFIs and three (3) payment requests and warrants are anticipated.
- Make up to four (4) visits to the site to observe general compliance with contract documents; these may occur outside of contractor working hours.
- Participate in a job walk-through upon substantial completion of the work. Engineer will prepare a punch-list of items to be corrected prior to filing of Notice of Completion (NOC).
- Review final corrective work and recommend filing the Notice of Completion. Prepare NOC form, Council agenda item and staff report for Council action prior to recordation.
- Prepare Record Drawings from marked-up drawings and notes received from the Contractor and the City.

*Deliverables: Pre-construction meeting minutes, monthly recommendations regarding Contractor payment requests, punch list summary, letter recommending filing of Notice of Completion, staff report and Council action item for Notice of Completion. One (1) electronic (.PDF) set of Record Drawings*

## Assumptions

- The project will be bid and constructed in a single bid package under one general contractor.
- Modular restroom building is recommended to be an Owner Furnished, Owner Installed (OFOI) item and not part of the publicly bid construction package.
- No improvements will be made to Smoot Street.
- No on- or off-street parking improvements are included.
- Vendors providing equipment will design electrical connections to the existing power supply.
- The City will provide all reporting to County/State as required by CDBG funding agreement.
- Base mapping for the project will be the as-built plans of the first phase of expansion.
- CEQA document Rojas Pierce Park Expansion Project Final Initial Study/Mitigated Negative Declaration filed with State Clearinghouse SCH #2019069051 covers the scope of this project.
- If a new power supply is required by PG&E, P&P will assist with the application; however, fees for the new service will be paid directly by the City.

## Additional Services

The following items are not included in our scope of work or fee at this time but may be added at the discretion of the City. If any additional scope is desired, we will prepare a scope and fee amendment to this agreement for the City's approval prior to proceeding:

- Construction Observation or Inspection.

- Preparation of SWPPP and Dust Control Plan (currently assumed to be not applicable or prepared by the Contractor)
- Other services not included in the above Scope of Work.
- An electrical subconsultant can hired if it is determined that electrical design work is needed.

### Professional Fees

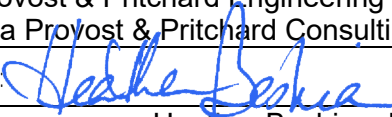
We propose to complete the work in the phases above on a fixed fee and time-and-materials basis as shown in the following table. Each phase will be billed monthly, in proportion to the percentage of the phase work that is complete for fixed-fee phases and at standard labor rates for time-and-materials phases. Normally reimbursable expenses, including mileage for all planned site visits, are included in the fixed-fee phase fees shown, and will be billed in addition to the hourly labor charges for the time-and-materials phases but are included in the phase fee estimate.

Proposal Task	Phase Fee
Phase PS&E: Park Improvements Design and Bidding	\$45,000 (Fixed Fee)
Phase LCA: Limited Construction Services	\$20,000 (T&M)
<b>Total Contract Adjustment:</b>	<b>\$65,000</b>

### Project Timeline

Once we are authorized to proceed, we begin work on the above scopes. We will work to meet the Activity Timeline in the CDBG agreement with major milestones being Award of construction contract by September 27, 2022, and completion of construction by March 16, 2023. Actual timelines and durations of tasks may vary due to factors outside of the control of Provost & Pritchard. We will work diligently to meet the project timeline as closely as we can.

The signature below hereby authorizes the changes discussed in this Amendment to the existing contract referenced above.

Client:	City of Mendota	Provost & Pritchard Engineering Group, Inc. dba Provost & Pritchard Consulting Group
By:		By: 
Name/Title:	Cristian Gonzalez, City Manager	Name/Title: Heather Bashian, RCE 73075 Vice President
Date Signed:		Date Signed: 12/8/2021

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KEVIN W. SMITH, CHIEF OF POLICE  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** PURCHASE OF A NEW 2022 FORD POLICE INTERCEPTOR UTILITY VEHICLE  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-94, approving the proposal submitted by Swanson Farney Ford and authorizing the purchase of a new 2022 Ford Police Interceptor Utility Vehicle?

**BACKGROUND**

Since June 3, 2021, research was conducted into purchase a new 2022 Ford Police Interceptor patrol vehicle. Said research was conducted considering one of our 2015 Ford Fusions was totaled from the results of a traffic collision. Mendota Police Department currently has a vehicle of this model in its patrol fleet and is therefore familiar with this resource.

**ANALYSIS**

Staff has requested proposals from three different vehicle suppliers, three suppliers were responsive with Swanson Farney Ford being the lowest responsible bidder, Swanson Farney has agreed to a total price of \$42,226.98 with tax and license fees.

**FISCAL IMPACT**

The purchase price will be reimbursed to the City through the at fault drivers automobile insurance. The at fault driver is not a city employee. The insurance is covering \$41,857.74 leaving the city responsible for the remainder of the balance of \$369.24 which will be funded out of the general fund.

**RECOMMENDATION**

Staff recommends that the Council adopt Resolution No. 21-94, approving the proposal submitted by Swanson Farney Ford and authorizing the purchase of a new 2022 Ford Police Interceptor Utility Vehicle.

**Attachment(s):**

1. Proposal submitted by Swanson Farney Ford
2. Resolution No. 21-94

**New 2022 Ford Police Interceptor Utility AWD, non-Hybrid**

**VIRTC1DP**

V4.58  
5432



CNGP530

VEHICLE ORDER CONFIRMATION

11/09/21 17:18:53

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Dealer: F72491

2022 EXPLORER 4-DOOR

Page: 1 of 2

Order No: 1001 Priority: B2 Ord FIN: QY411 Order Type: 5B Price Level:

Ord Code: 500A Cust/Flt Name: MENDOTA CALIF PO Number:

	RETAIL	DLR INV	RETAIL
K8A 4DR AWD POLICE	\$40980		.RR MOUNT PLATE
.119" WHEELBASE			CA BOARD FEES NC
UM AGATE BLACK			FLEET SPCL ADJ NC
9 CLTH BKTS/VNL R		425	50 STATE EMISS NC
6 EBONY		43D	COURTESY DISABL 25
500A EQUIP GRP		51S	DUAL LED LAMPS 620
.AM/FM STEREO		55F	KEYLESS - 4 FOB 340
99B 3.3L V6 TI-VCT (3450)		60R	NOISE SUPPRESS 100
44U 10SPD AUTO TRAN NC			
JOB #2 ORDER			TOTAL BASE AND OPTIONS 48045
67H ROAD READY PKG 3595			TOTAL 48045
.DR LOCK PLUNGER			*THIS IS NOT AN INVOICE*
.100 WATT SIREN			
.TAIL LAMP PKG			* MORE ORDER INFO NEXT PAGE *
.REAR LIGHT PKG			F8=Next

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC07734

V1DP0004

2,6

**Order from the Factory for: \$44,581 - \$5,481(piggyback GPC) = \$39,100**

**\$39,100.00 per unit**  
**\$3,118.23 Sales Tax(7.975%)**  
**\$8.75 CA Tire Fee**

**\$42,226.98 Out The Door per Unit**

**Prepared by: Ken Pattillo & Swanson Fahrney Ford**  
**3105 Highland Ave. Selma, CA 93662**  
**kenp@fahrneygroup.com**

**Prepared for: Kevin Smith & Mendota Police Department**

# New 2022 Ford Police Interceptor Utility AWD, non-Hybrid

VIRTC1DP

V4.58  
5432



CNGP530

VEHICLE ORDER CONFIRMATION

11/09/21 17:19:05

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Dealer: F72491

2022 EXPLORER 4-DOOR

Page: 2 of 2

Order No: 1001 Priority: B2 Ord FIN: QY411 Order Type: 5B Price Level:

Ord Code: 500A Cust/Flt Name: MENDOTA CALIF PO Number:

66A	FRONT HDLMP PKG	NC		TOTAL BASE AND OPTIONS	\$48045
	.GRILL WIRING			TOTAL	48045
68G	RR DR/LK INOP	NC		*THIS IS NOT AN INVOICE*	
76R	REVERSE SENSING	275			
86T	RR TAILLAMP HSG	NC			
90E	LH/RH PNLS III	3170			
96W	FRT VISOR LIGHT	1145			
	FLEX-FUEL				
153	FRT LICENSE BKT	NC			
	SP DLR ACCT ADJ				
	SP FLT ACCT CR				
	FUEL CHARGE				
B4A	NET INV FLT OPT	NC			
	DEST AND DELIV	1245			

F7=Prev

F1=Help F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC07734

V1DP0004

2,6

**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 PROPOSAL SUBMITTED BY SWANSON  
FARNEY FORD AND AUTHORIZING THE  
PURCHASE OF A NEW 2022 FORD POLICE  
INTERCEPTOR UTILITY VEHICLE**

**RESOLUTION NO. 21-94**

**WHEREAS**, the Mendota Police Department (“MPD”) currently uses Ford Police Interceptors Utility Vehicles for patrolling the City of Mendota; and

**WHEREAS**, MPD intends to purchase a new 2022 Ford Police Interceptor Utility Vehicle (the “Vehicle”) to replace a 2015 Ford Fusion which was totaled due to a traffic collision that occurred on June 3, 2021; and

**WHEREAS**, this replacement Vehicle is essential for the efficient operations of MPD; and

**WHEREAS**, the cost associated to this replacement Vehicle is almost fully reimbursed by the other at-fault driver’s automobile insurance; and

**WHEREAS**, staff has requested proposals from three different vehicle suppliers; and

**WHEREAS**, the three suppliers responded to staff’s requests for proposals with Swanson Farney Ford being the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Council approves the proposal submitted by Swanson Farney Ford and authorizing the MPD’s purchase of the Vehicle.

\_\_\_\_\_  
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 14<sup>th</sup> day of December, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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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 AUTHORIZING THE CITY OF MENDOTA TO ENTER INTO THE SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICA, INC., AGREEING TO THE TERMS OF THE MOU ALLOCATING SETTLEMENT PROCEEDS, AND ENTERING INTO THE MOU WITH THE ATTORNEY GENERAL**      **RESOLUTION NO. 21-95**

***WHEREAS***, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death. The State of California and California local governments spend billions of dollars each year to address the direct consequences of this crisis; and

***WHEREAS***, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of Mendota (the “City”) and resources necessary to combat the opioid epidemic; and

***WHEREAS***, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Settling Defendants”) have been ongoing for several years; and

***WHEREAS***, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation; and

***WHEREAS***, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively “Settlement Agreements”); and

***WHEREAS***, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the MDL Court’s Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements, have been provided to the Council with this Resolution; and

**WHEREAS**, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“California Opioid Funds”);; and

**WHEREAS**, California local governments as well as the attorneys representing those local governments have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Distributor Settlement and the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds- Janssen Settlement (collectively the “Allocation Agreements,”) which are agreements between all of the entities identified in the Allocation Agreements; and

**WHEREAS**, copies of the Allocation Agreements have been provided with and are attached to this Resolution; and

**WHEREAS**, the Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements will be combined pursuant to Allocation Agreements, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund Allocation”), and 15% to the California Subdivision Fund (“CA Subdivision Fund Allocation”); and

**WHEREAS**, the funds in the CA Abatement Accounts Fund (the California Abatement Accounts Fund Allocation) will be allocated based on an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) “Eligible Local Government”) is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City’s share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City’s percentage set forth in Appendix 1 (the “Local Allocation”); and

**WHEREAS**, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date as defined in the Settlement Agreements.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby approves and authorizes the City Manager, or his designee, to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements and Allocation Agreements, including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Distributor Settlement by executing the signature pages to that Allocation Agreement.
4. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds-Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement.

**BE IT FURTHER RESOLVED**, that all actions taken by the Council and other appropriate public officers and agents of the City with respect to the matters contemplated under this Resolution are hereby ratified, confirmed, and approved.

\_\_\_\_\_  
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 14<sup>th</sup> day of December, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

## Exhibit A

**Settlement Participation Form**

Governmental Entity: Mendota city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

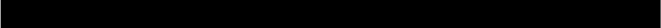
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.

9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Janssen Settlement**

**1. Introduction**

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *CA Litigating Special District* means a Litigating Special District located in California. CA Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a CA Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

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<sup>1</sup> A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### **3. General Terms**

This agreement is subject to the requirements of the Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### **4. State Allocation**

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Janssen Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Janssen Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

#### **A. State of California Allocation**

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### **B. CA Abatement Accounts Fund**

##### **i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA

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<sup>2</sup> For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the “Local Allocation”). For the avoidance of doubt, CA Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Janssen Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county’s share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Janssen Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

**ii. Use of CA Abatement Accounts Funds**

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Janssen Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Janssen Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

### **iii. CA Abatement Accounts Fund Oversight**

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Janssen Settlement Agreement or this CA Janssen Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

### **C. CA Subdivision Fund**

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

#### **D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Janssen Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Janssen Settlement, and if applicable, the Distributor Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Janssen Settlement Agreement and, if applicable, the Distributor Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.


## **5. State and Subdivision Reporting**

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.

**6. Miscellaneous**

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Janssen Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Janssen Settlement Agreement, this CA Janssen Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Janssen Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.





The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement is a requirement to be an Initial Participating Subdivision in the Janssen Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX 1

**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	<b>2.4237952%</b>
City	Alameda	Alameda	0.069%		<b>0.0570162%</b>
City	Albany	Alameda	0.013%		<b>0.0107768%</b>
City	Berkeley	Alameda	0.152%		<b>0.1249656%</b>
City	Dublin	Alameda	0.033%	0.040%	<b>0.0338810%</b>
City	Emeryville	Alameda	0.023%		<b>0.0185765%</b>
City	Fremont	Alameda	0.108%		<b>0.0888576%</b>
City	Hayward	Alameda	0.117%		<b>0.0966218%</b>
City	Livermore	Alameda	0.054%		<b>0.0446740%</b>
City	Newark	Alameda	0.026%		<b>0.0217626%</b>
City	Oakland	Alameda	0.486%	0.595%	<b>0.5055601%</b>
City	Piedmont	Alameda	0.014%		<b>0.0114064%</b>
City	Pleasanton	Alameda	0.067%		<b>0.0554547%</b>
City	San Leandro	Alameda	0.039%		<b>0.0321267%</b>
City	Union City	Alameda	0.043%		<b>0.0352484%</b>
County	<i>Amador County</i>	Amador	0.226%	0.277%	<b>0.2349885%</b>
County	<i>Butte County</i>	Butte	1.615%	1.975%	<b>1.6783178%</b>
City	Chico	Butte	0.216%	0.264%	<b>0.2246499%</b>
City	Oroville	Butte	0.079%		<b>0.0646595%</b>
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	<b>0.2351644%</b>
County	<i>Colusa County</i>	Colusa	0.059%		<b>0.0489221%</b>
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	<b>2.1844585%</b>
City	Antioch	Contra Costa	0.037%		<b>0.0301879%</b>
City	Brentwood	Contra Costa	0.026%		<b>0.0215339%</b>
City	Clayton	Contra Costa	0.002%		<b>0.0018060%</b>
City	Concord	Contra Costa	0.055%		<b>0.0456676%</b>
City	Danville	Contra Costa	0.010%		<b>0.0082255%</b>
City	El Cerrito	Contra Costa	0.023%		<b>0.0189024%</b>
City	Hercules	Contra Costa	0.010%		<b>0.0078273%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		<b>0.0046030%</b>
City	Martinez	Contra Costa	0.012%		<b>0.0098593%</b>
City	Moraga	Contra Costa	0.004%		<b>0.0031007%</b>
City	Oakley	Contra Costa	0.010%		<b>0.0079416%</b>
City	Orinda	Contra Costa	0.005%		<b>0.0038157%</b>
City	Pinole	Contra Costa	0.013%		<b>0.0110909%</b>
City	Pittsburg	Contra Costa	0.053%		<b>0.0436369%</b>
City	Pleasant Hill	Contra Costa	0.013%		<b>0.0106309%</b>
City	Richmond	Contra Costa	0.146%		<b>0.1201444%</b>
City	San Pablo	Contra Costa	0.018%		<b>0.0148843%</b>
City	San Ramon	Contra Costa	0.021%		<b>0.0176459%</b>
City	Walnut Creek	Contra Costa	0.026%		<b>0.0212132%</b>
County	<b><i>Del Norte County</i></b>	Del Norte	0.114%	0.140%	<b>0.1189608%</b>
County	<b><i>El Dorado County</i></b>	El Dorado	0.768%	0.939%	<b>0.7980034%</b>
City	Placerville	El Dorado	0.015%		<b>0.0127642%</b>
City	South Lake Tahoe	El Dorado	0.081%		<b>0.0665456%</b>
County	<b><i>Fresno County</i></b>	Fresno	1.895%	2.318%	<b>1.9693410%</b>
City	Clovis	Fresno	0.065%		<b>0.0536211%</b>
City	Coalinga	Fresno	0.012%		<b>0.0098554%</b>
City	Fresno	Fresno	0.397%		<b>0.3270605%</b>
City	Kerman	Fresno	0.005%		<b>0.0042534%</b>
City	Kingsburg	Fresno	0.008%		<b>0.0066167%</b>
City	Mendota	Fresno	0.002%		<b>0.0019387%</b>
City	Orange Cove	Fresno	0.004%		<b>0.0035607%</b>
City	Parlier	Fresno	0.008%		<b>0.0069755%</b>
City	Reedley	Fresno	0.012%		<b>0.0098804%</b>
City	Sanger	Fresno	0.018%		<b>0.0146135%</b>
City	Selma	Fresno	0.015%		<b>0.0127537%</b>
County	<b><i>Glenn County</i></b>	Glenn	0.107%	0.131%	<b>0.1116978%</b>
County	<b><i>Humboldt County</i></b>	Humboldt	1.030%	1.260%	<b>1.0703185%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		<b>0.0447660%</b>
City	Eureka	Humboldt	0.117%	0.143%	<b>0.1216284%</b>
City	Fortuna	Humboldt	0.032%		<b>0.0266837%</b>
County	<b><i>Imperial County</i></b>	Imperial	0.258%	0.315%	<b>0.2679006%</b>
City	Brawley	Imperial	0.011%		<b>0.0087986%</b>
City	Calexico	Imperial	0.019%		<b>0.0152799%</b>
City	El Centro	Imperial	0.158%		<b>0.1302522%</b>
City	Imperial	Imperial	0.006%		<b>0.0048791%</b>
County	<b><i>Inyo County</i></b>	Inyo	0.073%	0.089%	<b>0.0754413%</b>
County	<b><i>Kern County</i></b>	Kern	2.517%	3.079%	<b>2.6159145%</b>
City	Arvin	Kern	0.006%		<b>0.0046425%</b>
City	Bakersfield	Kern	0.212%		<b>0.1747198%</b>
City	California City	Kern	0.009%		<b>0.0070820%</b>
City	Delano	Kern	0.030%		<b>0.0249316%</b>
City	McFarland	Kern	0.003%		<b>0.0025644%</b>
City	Ridgecrest	Kern	0.015%		<b>0.0120938%</b>
City	Shafter	Kern	0.013%		<b>0.0103417%</b>
City	Tehachapi	Kern	0.009%		<b>0.0073580%</b>
City	Wasco	Kern	0.008%		<b>0.0069861%</b>
County	<b><i>Kings County</i></b>	Kings	0.293%		<b>0.2413469%</b>
City	Avenal	Kings	0.007%		<b>0.0056335%</b>
City	Corcoran	Kings	0.013%		<b>0.0107032%</b>
City	Hanford	Kings	0.027%		<b>0.0226038%</b>
City	Lemoore	Kings	0.016%		<b>0.0131900%</b>
County	<b><i>Lake County</i></b>	Lake	0.795%		<b>0.6545389%</b>
City	Clearlake	Lake	0.041%	0.050%	<b>0.0426253%</b>
City	Lakeport	Lake	0.021%	0.026%	<b>0.0222964%</b>
County	<b><i>Lassen County</i></b>	Lassen	0.319%	0.391%	<b>0.3320610%</b>
City	Susanville	Lassen	0.027%		<b>0.0219295%</b>
County	<b><i>Los Angeles County</i></b>	Los Angeles	13.896%	16.999%	<b>14.4437559%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Hermosa Beach	Los Angeles	0.018%		<b>0.0145307%</b>
City	Huntington Park	Los Angeles	0.023%		<b>0.0190667%</b>
City	Inglewood	Los Angeles	0.059%		<b>0.0489195%</b>
City	La Cañada Flintridge	Los Angeles	0.003%		<b>0.0025565%</b>
City	Lakewood	Los Angeles	0.005%		<b>0.0039971%</b>
City	La Mirada	Los Angeles	0.010%		<b>0.0081572%</b>
City	Lancaster	Los Angeles	0.045%		<b>0.0369689%</b>
City	La Puente	Los Angeles	0.002%		<b>0.0012999%</b>
City	La Verne	Los Angeles	0.024%		<b>0.0194190%</b>
City	Lawndale	Los Angeles	0.002%		<b>0.0017731%</b>
City	Lomita	Los Angeles	0.004%		<b>0.0031940%</b>
City	Long Beach	Los Angeles	0.439%		<b>0.3614151%</b>
City	Los Angeles	Los Angeles	2.715%	3.321%	<b>2.8218811%</b>
City	Lynwood	Los Angeles	0.016%		<b>0.0134345%</b>
City	Malibu	Los Angeles	0.002%		<b>0.0019269%</b>
City	Manhattan Beach	Los Angeles	0.032%		<b>0.0260686%</b>
City	Maywood	Los Angeles	0.004%		<b>0.0035528%</b>
City	Monrovia	Los Angeles	0.031%		<b>0.0254455%</b>
City	Montebello	Los Angeles	0.030%		<b>0.0250670%</b>
City	Monterey Park	Los Angeles	0.031%		<b>0.0256677%</b>
City	Norwalk	Los Angeles	0.031%		<b>0.0258228%</b>
City	Palmdale	Los Angeles	0.046%		<b>0.0375827%</b>
City	Palos Verdes Estates	Los Angeles	0.006%		<b>0.0053102%</b>
City	Paramount	Los Angeles	0.011%		<b>0.0091483%</b>
City	Pasadena	Los Angeles	0.146%		<b>0.1200524%</b>
City	Pico Rivera	Los Angeles	0.022%		<b>0.0183333%</b>
City	Pomona	Los Angeles	0.111%		<b>0.0911933%</b>
City	Rancho Palos Verdes	Los Angeles	0.002%		<b>0.0012645%</b>
City	Redondo Beach	Los Angeles	0.062%		<b>0.0506992%</b>
City	Rosemead	Los Angeles	0.003%		<b>0.0028260%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	San Dimas	Los Angeles	0.003%		<b>0.0022016%</b>
City	San Fernando	Los Angeles	0.013%		<b>0.0104837%</b>
City	San Gabriel	Los Angeles	0.018%		<b>0.0147726%</b>
City	San Marino	Los Angeles	0.009%		<b>0.0073791%</b>
City	Santa Clarita	Los Angeles	0.022%		<b>0.0178167%</b>
City	Santa Fe Springs	Los Angeles	0.031%		<b>0.0257531%</b>
City	Santa Monica	Los Angeles	0.158%		<b>0.1298513%</b>
City	Sierra Madre	Los Angeles	0.006%		<b>0.0048646%</b>
City	Signal Hill	Los Angeles	0.010%		<b>0.0084884%</b>
City	South El Monte	Los Angeles	0.005%		<b>0.0039603%</b>
City	South Gate	Los Angeles	0.020%		<b>0.0166272%</b>
City	South Pasadena	Los Angeles	0.012%		<b>0.0095334%</b>
City	Temple City	Los Angeles	0.005%		<b>0.0039498%</b>
City	Torrance	Los Angeles	0.112%		<b>0.0919820%</b>
City	Walnut	Los Angeles	0.006%		<b>0.0047305%</b>
City	West Covina	Los Angeles	0.049%		<b>0.0404521%</b>
City	West Hollywood	Los Angeles	0.013%		<b>0.0108517%</b>
City	Whittier	Los Angeles	0.032%		<b>0.0260581%</b>
County	<b><i>Madera County</i></b>	Madera	0.349%	0.427%	<b>0.3630669%</b>
City	Chowchilla	Madera	0.012%		<b>0.0097332%</b>
City	Madera	Madera	0.039%		<b>0.0318441%</b>
County	<b><i>Marin County</i></b>	Marin	0.564%	0.690%	<b>0.5861325%</b>
City	Larkspur	Marin	0.015%		<b>0.0124697%</b>
City	Mill Valley	Marin	0.020%		<b>0.0168401%</b>
City	Novato	Marin	0.028%		<b>0.0229824%</b>
City	San Anselmo	Marin	0.009%		<b>0.0078062%</b>
City	San Rafael	Marin	0.089%		<b>0.0729823%</b>
County	<b><i>Mariposa County</i></b>	Mariposa	0.084%	0.103%	<b>0.0876131%</b>
County	<b><i>Mendocino County</i></b>	Mendocino	0.439%	0.536%	<b>0.4558394%</b>
City	Ukiah	Mendocino	0.039%		<b>0.0317153%</b>



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<i>Mono County</i>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<i>Napa County</i>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<i>Orange County</i>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Fountain Valley	Orange	0.055%		<b>0.0455980%</b>
City	Fullerton	Orange	0.137%	0.168%	<b>0.1425744%</b>
City	Garden Grove	Orange	0.213%		<b>0.1752482%</b>
City	Huntington Beach	Orange	0.247%	0.302%	<b>0.2568420%</b>
City	Irvine	Orange	0.139%	0.170%	<b>0.1442350%</b>
City	Laguna Beach	Orange	0.047%	0.058%	<b>0.0493043%</b>
City	Laguna Hills	Orange	0.014%		<b>0.0115457%</b>
City	Laguna Niguel	Orange	0.001%		<b>0.0007071%</b>
City	Laguna Woods	Orange	0.001%		<b>0.0006546%</b>
City	La Habra	Orange	0.060%	0.073%	<b>0.0621049%</b>
City	Lake Forest	Orange	0.012%		<b>0.0101249%</b>
City	La Palma	Orange	0.012%		<b>0.0095439%</b>
City	Los Alamitos	Orange	0.008%		<b>0.0069190%</b>
City	Mission Viejo	Orange	0.014%		<b>0.0117560%</b>
City	Newport Beach	Orange	0.179%		<b>0.1470134%</b>
City	Orange	Orange	0.150%		<b>0.1231320%</b>
City	Placentia	Orange	0.029%	0.035%	<b>0.0298912%</b>
City	Rancho Santa Margarita	Orange	0.001%		<b>0.0006296%</b>
City	San Clemente	Orange	0.008%	0.010%	<b>0.0086083%</b>
City	San Juan Capistrano	Orange	0.008%		<b>0.0065510%</b>
City	Santa Ana	Orange	0.502%	0.614%	<b>0.5213866%</b>
City	Seal Beach	Orange	0.020%		<b>0.0165891%</b>
City	Stanton	Orange	0.035%		<b>0.0291955%</b>
City	Tustin	Orange	0.073%		<b>0.0600341%</b>
City	Westminster	Orange	0.104%	0.127%	<b>0.1082721%</b>
City	Yorba Linda	Orange	0.044%		<b>0.0362223%</b>
County	<b>Placer County</b>	Placer	1.045%	1.278%	<b>1.0861002%</b>
City	Auburn	Placer	0.017%		<b>0.0141114%</b>
City	Lincoln	Placer	0.031%		<b>0.0255599%</b>
City	Rocklin	Placer	0.076%		<b>0.0625485%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Citrus Heights	Sacramento	0.057%		<b>0.0465312%</b>
City	Elk Grove	Sacramento	0.130%		<b>0.1066994%</b>
City	Folsom	Sacramento	0.108%		<b>0.0890850%</b>
City	Galt	Sacramento	0.017%		<b>0.0143704%</b>
City	Rancho Cordova	Sacramento	0.008%		<b>0.0067679%</b>
City	Sacramento	Sacramento	0.721%	0.882%	<b>0.7496530%</b>
County	<b><i>San Benito County</i></b>	San Benito	0.106%	0.130%	<b>0.1101417%</b>
City	Hollister	San Benito	0.027%		<b>0.0225355%</b>
County	<b><i>San Bernardino County</i></b>	San Bernardino	3.259%	3.987%	<b>3.3878124%</b>
City	Adelanto	San Bernardino	0.008%		<b>0.0066640%</b>
City	Apple Valley	San Bernardino	0.025%		<b>0.0207360%</b>
City	Barstow	San Bernardino	0.015%		<b>0.0122056%</b>
City	Chino	San Bernardino	0.064%		<b>0.0525893%</b>
City	Chino Hills	San Bernardino	0.001%		<b>0.0006388%</b>
City	Colton	San Bernardino	0.031%		<b>0.0253443%</b>
City	Fontana	San Bernardino	0.112%		<b>0.0920543%</b>
City	Grand Terrace	San Bernardino	0.006%		<b>0.0051051%</b>
City	Hesperia	San Bernardino	0.035%		<b>0.0291522%</b>
City	Highland	San Bernardino	0.004%		<b>0.0029061%</b>
City	Loma Linda	San Bernardino	0.009%		<b>0.0071188%</b>
City	Montclair	San Bernardino	0.039%		<b>0.0322108%</b>
City	Ontario	San Bernardino	0.179%		<b>0.1472934%</b>
City	Rancho Cucamonga	San Bernardino	0.084%		<b>0.0689431%</b>
City	Redlands	San Bernardino	0.057%		<b>0.0469150%</b>
City	Rialto	San Bernardino	0.073%		<b>0.0603206%</b>
City	San Bernardino	San Bernardino	0.178%		<b>0.1461880%</b>
City	Twentynine Palms	San Bernardino	0.002%		<b>0.0012605%</b>
City	Upland	San Bernardino	0.052%		<b>0.0424460%</b>
City	Victorville	San Bernardino	0.033%		<b>0.0269400%</b>
City	Yucaipa	San Bernardino	0.016%		<b>0.0128772%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Yucca Valley	San Bernardino	0.003%		<b>0.0021228%</b>
County	<b><i>San Diego County</i></b>	San Diego	5.706%	6.980%	<b>5.9309748%</b>
City	Carlsbad	San Diego	0.128%		<b>0.1050485%</b>
City	Chula Vista	San Diego	0.189%	0.231%	<b>0.1961456%</b>
City	Coronado	San Diego	0.044%		<b>0.0359095%</b>
City	El Cajon	San Diego	0.113%		<b>0.0933582%</b>
City	Encinitas	San Diego	0.061%	0.074%	<b>0.0630289%</b>
City	Escondido	San Diego	0.145%		<b>0.1192204%</b>
City	Imperial Beach	San Diego	0.014%		<b>0.0118283%</b>
City	La Mesa	San Diego	0.055%	0.068%	<b>0.0575593%</b>
City	Lemon Grove	San Diego	0.022%		<b>0.0183911%</b>
City	National City	San Diego	0.080%		<b>0.0656808%</b>
City	Oceanside	San Diego	0.213%		<b>0.1753428%</b>
City	Poway	San Diego	0.062%		<b>0.0511040%</b>
City	San Diego	San Diego	1.975%	2.416%	<b>2.0531169%</b>
City	San Marcos	San Diego	0.089%		<b>0.0733897%</b>
City	Santee	San Diego	0.033%		<b>0.0268401%</b>
City	Solana Beach	San Diego	0.017%		<b>0.0138564%</b>
City	Vista	San Diego	0.052%		<b>0.0425144%</b>
Consolidated	<b><i>San Francisco</i></b>	San Francisco	3.026%	3.702%	<b>3.1457169%</b>
County	<b><i>San Joaquin County</i></b>	San Joaquin	1.680%	2.055%	<b>1.7460399%</b>
City	Lathrop	San Joaquin	0.009%		<b>0.0075394%</b>
City	Lodi	San Joaquin	0.053%		<b>0.0439484%</b>
City	Manteca	San Joaquin	0.054%		<b>0.0443454%</b>
City	Ripon	San Joaquin	0.013%		<b>0.0104219%</b>
City	Stockton	San Joaquin	0.313%	0.383%	<b>0.3256176%</b>
City	Tracy	San Joaquin	0.084%		<b>0.0692047%</b>
County	<b><i>San Luis Obispo County</i></b>	San Luis Obispo	0.816%	0.999%	<b>0.8484126%</b>
City	Arroyo Grande	San Luis Obispo	0.024%		<b>0.0199053%</b>
City	Atascadero	San Luis Obispo	0.029%		<b>0.0240680%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		<b>0.0353456%</b>
City	Grover Beach	San Luis Obispo	0.017%		<b>0.0137881%</b>
City	Morro Bay	San Luis Obispo	0.020%		<b>0.0160922%</b>
City	San Luis Obispo	San Luis Obispo	0.077%		<b>0.0637841%</b>
County	<b><i>San Mateo County</i></b>	San Mateo	1.074%	1.313%	<b>1.1159599%</b>
City	Belmont	San Mateo	0.021%		<b>0.0169860%</b>
City	Burlingame	San Mateo	0.019%		<b>0.0152537%</b>
City	Daly City	San Mateo	0.044%		<b>0.0363880%</b>
City	East Palo Alto	San Mateo	0.013%		<b>0.0103982%</b>
City	Foster City	San Mateo	0.020%		<b>0.0166101%</b>
City	Half Moon Bay	San Mateo	0.004%		<b>0.0031638%</b>
City	Hillsborough	San Mateo	0.013%		<b>0.0110029%</b>
City	Menlo Park	San Mateo	0.015%		<b>0.0126209%</b>
City	Millbrae	San Mateo	0.013%		<b>0.0105836%</b>
City	Pacifica	San Mateo	0.016%		<b>0.0130625%</b>
City	Redwood City	San Mateo	0.056%		<b>0.0463511%</b>
City	San Bruno	San Mateo	0.021%		<b>0.0172161%</b>
City	San Carlos	San Mateo	0.013%		<b>0.0108885%</b>
City	San Mateo	San Mateo	0.052%		<b>0.0425841%</b>
City	South San Francisco	San Mateo	0.043%		<b>0.0353943%</b>
County	<b><i>Santa Barbara County</i></b>	Santa Barbara	1.132%	1.385%	<b>1.1768968%</b>
City	Carpinteria	Santa Barbara	0.001%		<b>0.0008938%</b>
City	Goleta	Santa Barbara	0.004%		<b>0.0028969%</b>
City	Lompoc	Santa Barbara	0.047%		<b>0.0389379%</b>
City	Santa Barbara	Santa Barbara	0.122%		<b>0.1004559%</b>
City	Santa Maria	Santa Barbara	0.058%		<b>0.0479179%</b>
County	<b><i>Santa Clara County</i></b>	Santa Clara	2.404%	2.941%	<b>2.4987553%</b>
City	Campbell	Santa Clara	0.014%		<b>0.0112566%</b>
City	Cupertino	Santa Clara	0.008%		<b>0.0066824%</b>
City	Gilroy	Santa Clara	0.025%		<b>0.0202891%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Los Altos	Santa Clara	0.013%		<b>0.0103338%</b>
City	Los Gatos	Santa Clara	0.013%		<b>0.0103220%</b>
City	Milpitas	Santa Clara	0.036%		<b>0.0298120%</b>
City	Morgan Hill	Santa Clara	0.015%		<b>0.0124619%</b>
City	Mountain View	Santa Clara	0.041%		<b>0.0334608%</b>
City	Palo Alto	Santa Clara	0.039%		<b>0.0323080%</b>
City	San Jose	Santa Clara	0.294%	0.360%	<b>0.3054960%</b>
City	Santa Clara	Santa Clara	0.067%		<b>0.0549723%</b>
City	Saratoga	Santa Clara	0.004%		<b>0.0034161%</b>
City	Sunnyvale	Santa Clara	0.053%		<b>0.0434069%</b>
County	<b><i>Santa Cruz County</i></b>	Santa Cruz	0.783%	0.957%	<b>0.8135396%</b>
City	Capitola	Santa Cruz	0.020%		<b>0.0168191%</b>
City	Santa Cruz	Santa Cruz	0.143%		<b>0.1180348%</b>
City	Scotts Valley	Santa Cruz	0.015%		<b>0.0126525%</b>
City	Watsonville	Santa Cruz	0.063%		<b>0.0520136%</b>
County	<b><i>Shasta County</i></b>	Shasta	1.095%	1.339%	<b>1.1380191%</b>
City	Anderson	Shasta	0.024%		<b>0.0198896%</b>
City	Redding	Shasta	0.284%		<b>0.2334841%</b>
City	Shasta Lake	Shasta	0.004%		<b>0.0031993%</b>
County	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	<b>0.2373393%</b>
County	<b><i>Solano County</i></b>	Solano	0.760%		<b>0.6260795%</b>
City	Benicia	Solano	0.031%		<b>0.0253903%</b>
City	Dixon	Solano	0.016%		<b>0.0130849%</b>
City	Fairfield	Solano	0.109%		<b>0.0897317%</b>
City	Suisun City	Solano	0.021%		<b>0.0176183%</b>
City	Vacaville	Solano	0.119%		<b>0.0976497%</b>
City	Vallejo	Solano	0.167%		<b>0.1373644%</b>
County	<b><i>Sonoma County</i></b>	Sonoma	1.218%	1.490%	<b>1.2661290%</b>
City	Healdsburg	Sonoma	0.032%		<b>0.0266929%</b>
City	Petaluma	Sonoma	0.081%		<b>0.0667507%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Rohnert Park	Sonoma	0.041%		<b>0.0340759%</b>
City	Santa Rosa	Sonoma	0.184%		<b>0.1519070%</b>
City	Sonoma	Sonoma	0.022%		<b>0.0183438%</b>
City	Windsor	Sonoma	0.016%		<b>0.0129298%</b>
County	<b><i>Stanislaus County</i></b>	Stanislaus	1.722%		<b>1.4182273%</b>
City	Ceres	Stanislaus	0.041%		<b>0.0340260%</b>
City	Modesto	Stanislaus	0.217%		<b>0.1788759%</b>
City	Newman	Stanislaus	0.006%		<b>0.0046964%</b>
City	Oakdale	Stanislaus	0.018%		<b>0.0145531%</b>
City	Patterson	Stanislaus	0.015%		<b>0.0126590%</b>
City	Riverbank	Stanislaus	0.010%		<b>0.0085699%</b>
City	Turlock	Stanislaus	0.065%		<b>0.0531966%</b>
County	<b><i>Sutter County</i></b>	Sutter	0.306%	0.374%	<b>0.3179548%</b>
City	Yuba City	Sutter	0.074%		<b>0.0606242%</b>
County	<b><i>Tehama County</i></b>	Tehama	0.213%	0.261%	<b>0.2216654%</b>
City	Red Bluff	Tehama	0.014%		<b>0.0117771%</b>
County	<b><i>Trinity County</i></b>	Trinity	0.082%	0.101%	<b>0.0855476%</b>
County	<b><i>Tulare County</i></b>	Tulare	0.809%	0.990%	<b>0.8410949%</b>
City	Dinuba	Tulare	0.014%		<b>0.0116929%</b>
City	Exeter	Tulare	0.004%		<b>0.0032479%</b>
City	Farmersville	Tulare	0.003%		<b>0.0027879%</b>
City	Lindsay	Tulare	0.007%		<b>0.0057111%</b>
City	Porterville	Tulare	0.021%		<b>0.0171845%</b>
City	Tulare	Tulare	0.037%		<b>0.0302273%</b>
City	Visalia	Tulare	0.066%		<b>0.0545872%</b>
County	<b><i>Tuolumne County</i></b>	Tuolumne	0.486%	0.594%	<b>0.5047621%</b>
County	<b><i>Ventura County</i></b>	Ventura	2.192%	2.681%	<b>2.2781201%</b>
City	Camarillo	Ventura	0.002%		<b>0.0012815%</b>
City	Fillmore	Ventura	0.002%		<b>0.0020294%</b>
City	Moorpark	Ventura	0.008%		<b>0.0067337%</b>



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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report


of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

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- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

**APPENDIX 3**

**CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT**

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Janssen Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys’ Fees, Costs, and Expenses) of the Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Janssen Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of “State Back-Stop Agreement” in Exhibit R of the Janssen Settlement Agreement requires such agreements to be between “a Settling State” and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

**Settlement Participation Form**

Governmental Entity: Mendota city	State: CA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.

9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.


10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.





I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Proposed California State-Subdivision Agreement  
Regarding Distribution and Use of  
Settlement Funds – Distributor Settlement**

**1. Introduction**

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.<sup>1</sup> For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor Allocation Agreement is a requirement to be an Initial Participating Subdivision.

**2. Definitions**

- a) *CA Participating Subdivision* means a Participating Subdivision that is also (a) a Plaintiff Subdivision and/or (b) a Primary Subdivision with a population equal to or greater than 10,000. For the avoidance of doubt, eligible CA Participating Subdivisions are those California subdivisions listed in Exhibit C (excluding Litigating Special Districts) and/or Exhibit I to the Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. Litigating Special Districts include Downey Unified School District, Elk Grove Unified School District, Kern High School District, Montezuma Fire Protection District (located in Stockton, California), Santa Barbara San Luis Obispo Regional Health Authority, Inland Empire Health Plan, Health Plan of San Joaquin, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a Litigating Special District, that filed a lawsuit, on behalf of the Subdivision and/or through an official of the Subdivision on behalf of the People of the State of California, against one or more Opioid Defendants prior to October 1, 2020.

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<sup>1</sup> A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc., AmerisourceBergen Corporation, and McKesson Corporation) named in a lawsuit seeking damages, abatement, or other remedies related to or caused by the opioid public health crisis in any lawsuit brought by any state or local government on or before October 1, 2020.

### **3. General Terms**

This agreement is subject to the requirements of the Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor Settlement Agreement; and (b) at least seventy percent (70%) of Settlement Fund payment amounts will be used solely for future Opioid Remediation.

### **4. State Allocation**

The Settlement Fund payments to California,<sup>2</sup> pursuant to the Distributor Settlement Agreement, shall be allocated as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlement Fund shall be combined pursuant to this CA Distributor Allocation Agreement, and 15% of that total shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”).

#### **A. State of California Allocation**

Fifteen percent of the total Settlement Fund payments will be allocated to the State and used by the State for future Opioid Remediation.

#### **B. CA Abatement Accounts Fund**

##### **i. Allocation of CA Abatement Accounts Funds**

- a) Seventy percent of the total Settlement Fund payments will be allocated to the CA Abatement Accounts Fund. The funds in the CA Abatement Accounts Fund will be

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<sup>2</sup> For purposes of clarity, use of the term “California” refers to the geographic territory of California and the state and its local governments therein. The term “State” or “State of California” refers to the State of California as a governmental unit.

allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision. The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 in the column entitled abatement percentage (the "Local Allocation"). For the avoidance of doubt, Litigating Special Districts and California towns, cities, and counties with a population less than 10,000 are not eligible to receive an allocation of CA Abatement Accounts Funds.

- b) A CA Participating Subdivision that is a county, or a city and county, will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision, and will receive payments as provided in the Distributor Settlement Agreement.
- c) A CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, rather than to the city, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date. A Local Allocation share allocated to a city but paid to a county is not required to be spent exclusively for abatement activities in that city, but will become part of the county's share of the CA Abatement Accounts Funds, which will be used in accordance with Section 4.B.ii (Use of CA Abatement Accounts Funds) and reported on in accordance with Section 4.B.iii (CA Abatement Accounts Fund Oversight).
- d) A city within a county that is a CA Participating Subdivision may opt in or out of direct payment at any time, and it may also elect direct payment of only a portion of its share, with the remainder going to the county, by providing notice to the Settlement Fund Administrator at least 60 days prior to a Payment Date. For purposes of this CA Distributor Allocation Agreement, the Cities of Los Angeles, Oakland, San Diego, San Jose and Eureka will be deemed to have elected direct payment if they become Participating Subdivisions.
- e) The State will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision.
- f) Funds received by a CA Participating Subdivision, and not expended or encumbered within five years of receipt and in accordance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement shall be transferred to the State; provided however, that CA Participating Subdivisions have seven years to expend or encumber CA Abatement Accounts Funds designated to support capital outlay projects before they must be transferred to the State. This provision shall not apply to the Cost Reimbursement Funds, which shall be controlled by Appendix 2.

**ii. Use of CA Abatement Accounts Funds**

- a) The CA Abatement Accounts Funds will be used for future Opioid Remediation in one or more of the areas described in the List of Opioid Remediation Uses, which is Exhibit E to the Distributor Settlement Agreement.
- b) In addition to this requirement, no less than 50% of the funds received by a CA Participating Subdivision from the Abatement Accounts Fund in each calendar year will be used for one or more of the following High Impact Abatement Activities:
  - (1) the provision of matching funds or operating costs for substance use disorder facilities within the Behavioral Health Continuum Infrastructure Program;
  - (2) creating new or expanded Substance Use Disorder (“SUD”) treatment infrastructure;
  - (3) addressing the needs of communities of color and vulnerable populations (including sheltered and unsheltered homeless populations) that are disproportionately impacted by SUD;
  - (4) diversion of people with SUD from the justice system into treatment, including by providing training and resources to first and early responders (sworn and non-sworn) and implementing best practices for outreach, diversion and deflection, employability, restorative justice, and harm reduction; and/or
  - (5) interventions to prevent drug addiction in vulnerable youth.
- c) The California Department of Health Care Services (“DHCS”) may add to this list (but not delete from it) by designating additional High Impact Abatement Activities. DHCS will make reasonable efforts to consult with stakeholders, including the CA Participating Subdivisions, before adding additional High Impact Abatement Activities to this list.
- d) For the avoidance of doubt, and subject to the requirements of the Distributor Settlement Agreement and applicable law, CA Participating Subdivisions may form agreements or ventures, or otherwise work in collaboration with, federal, state, local, tribal or private sector entities in pursuing Opioid Remediation activities funded from the CA Abatement Accounts Fund. Further, provided that all CA Abatement Accounts Funds are used for Opioid Remediation consistent with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, a county and any cities or towns within the county may agree to reallocate their respective shares of the CA Abatement Accounts Funds among themselves, provided that any direct distribution may only be to a CA Participating Subdivision and any CA Participating Subdivision must agree to their share being reallocated.

### **iii. CA Abatement Accounts Fund Oversight**

- a) Pursuant to Section 5 below, CA Participating Subdivisions receiving settlement funds must prepare and file reports annually regarding the use of those funds. DHCS may regularly review the reports prepared by CA Participating Subdivisions about the use of CA Abatement Accounts Funds for compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor Allocation Agreement, whether through review of reports or information from any other sources, DHCS shall send a request to meet and confer with the CA Participating Subdivision. The parties shall meet and confer in an effort to resolve the concern.
- c) If the parties are unable to reach a resolution, DHCS may conduct an audit of the Subdivision's use of the CA Abatement Accounts Funds within one year of the request to meet and confer, unless the parties mutually agree in writing to extend the meet and confer time frame.
- d) If the concern still cannot be resolved, the State may bring a motion or action in the court where the State has filed its Consent Judgment to resolve the concern or otherwise enforce the requirements of the Distributor Settlement Agreement or this CA Distributor Allocation Agreement. However, in no case shall any audit be conducted, or motion be brought, as to a specific expenditure of funds, more than five years after the date on which the expenditure of the funds was reported to DHCS, in accordance with this agreement.
- e) Notwithstanding the foregoing, this Agreement does not limit the statutory or constitutional authority of any state or local agency or official to conduct audits, investigations, or other oversight activities, or to pursue administrative, civil, or criminal enforcement actions.

### **C. CA Subdivision Fund**

- i. Fifteen percent of the total Settlement Fund payments will be allocated to the CA Subdivision Fund. All funds in the CA Subdivision Fund will be allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. The funds will be used, subject to any limits imposed by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement, to fund future Opioid Remediation and reimburse past opioid-related expenses, which may include fees and expenses related to litigation, and to pay the reasonable fees and expenses of the Special Master as set forth in Appendix 2.

The CA Subdivision Funds will be allocated as follows:

- a) First, funds in the CA Subdivision Fund shall be used to pay the Special Master's reasonable fees and expenses in accordance with the procedures and limitations set forth in Appendix 2 to this document;
- b) Second, funds will be allocated to Plaintiff Subdivisions that are Initial Participating Subdivisions that have been awarded Costs, as defined by and in accordance with the procedures and limitations set forth in Appendix 2 to this document.
- c) Funds remaining in the CA Subdivision Fund, which shall consist of no less than 50% of the total CA Subdivision Fund received in any year pursuant to Appendix 2, Section 2.c.v, will be distributed to Plaintiff Subdivisions that are Initial Participating Subdivisions, in relative proportion to the Local Allocation. These funds shall be used to fund future opioid-related projects and to reimburse past opioid-related expenses, which may include fees and expenses related to litigation against any Opioid Defendant.

#### **D. Provision for State Back-Stop Agreement**

On August 6, 2021, Judge Dan Polster of the U.S. District Court, Northern District of Ohio, Eastern Division, issued an order (ECF Docket Number 3814) ("MDL Fees Order") in the National Prescription Opiate Litigation (MDL No. 2804) "cap[ping] all applicable contingent fee agreements at 15%." Private counsel representing Plaintiff Subdivisions should seek its contingency fees and costs from the Attorney Fee Fund or Cost Funds under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement.

A Plaintiff Subdivision may separately agree to use its share of the CA Subdivision Fund to pay for fees or costs incurred by its contingency-fee counsel ("State Back-Stop Agreement"), pursuant to Exhibit R, section I(R), of the Distributor Settlement Agreement and the MDL Fees Order, so long as such contingency fees do not exceed a total contingency fee of 15% of the total gross recovery of the Plaintiff Subdivision pursuant to the Distributor Settlement, and if applicable, the Janssen Settlement, inclusive of contingency fees from the national Attorney Fee Fund and this State Back-Stop Agreement. Before seeking fees or litigation costs and expenses from a State Back-Stop Agreement, private counsel representing Plaintiff Subdivisions must first seek contingency fees and costs from the Attorney Fee Fund or Cost Funds created under the Distributor Settlement Agreement and, if applicable, the Janssen Settlement Agreement. Further, private counsel may only seek reimbursement for litigation fees and costs that have not previously been reimbursed through prior settlements or judgments.

To effectuate a State Back-Stop Agreement pursuant to this section, an agreement in the form of Appendix 3 may be entered into by a Plaintiff Subdivision, private counsel, and the California Office of the Attorney General. The California Office of the Attorney General shall, upon the request of a Plaintiff Subdivision, execute any agreement executed by a Plaintiff Subdivision and its private counsel if it is in the form of Appendix 3. The California Office of the Attorney

General will also consider requests from Plaintiff Subdivisions to execute and enter into agreements presented in other forms.

For the avoidance of doubt, this agreement does not require a Plaintiff Subdivision to request or enter into a State Back-Stop Agreement, and no State Back-Stop Agreement shall impose any duty or obligation on the State of California or any of its agencies or officers, including without limitation the Attorney General.

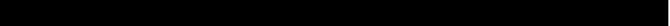
## **5. State and Subdivision Reporting**

- a) DHCS will prepare an annual written report regarding the State's use of funds from the settlement until those funds are fully expended and for one year thereafter. These reports will be made publicly available on the DHCS web site.
- b) Each CA Participating Subdivision that receives payments of funds from the settlement will prepare written reports at least annually regarding the use of those funds, until those funds are fully expended and for one year thereafter. These reports will also include a certification that all funds that the CA Participating Subdivision has received through the settlement have been used in compliance with the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. The report will be in a form reasonably determined by DHCS. Prior to specifying the form of the report DHCS will confer with representatives of the Plaintiff Subdivisions.
- c) The State and all CA Participating Subdivisions receiving CA Abatement Accounts Funds will track all deposits and expenditures. Each such subdivision is responsible solely for the CA Abatement Accounts Funds it receives. A county is not responsible for oversight, reporting, or monitoring of CA Abatement Accounts Funds received by a city within that county that receives direct payment. Unless otherwise exempt, Subdivisions' expenditures and uses of CA Abatement Accounts Funds and other Settlement Funds will be subject to the normal budgetary and expenditure process of the Subdivision.
- d) Each Plaintiff Subdivision receiving CA Subdivision Funds will track all deposits and expenditures, as required by the Distributor Settlement Agreement and this CA Distributor Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section V(B)(2) of the Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- e) In each year in which DHCS prepares an annual report DHCS will also host a meeting to discuss the annual report and the Opioid Remediation activities being carried out by the State and Participating Subdivisions.



**6. Miscellaneous**

- a) The State or any CA Participating Subdivision may bring a motion or action in the court where the State has filed its Consent Judgment to enforce the requirements of this CA Distributor Allocation Agreement. Before filing such a motion or action the State will meet and confer with any CA Participating Subdivision that is the subject of the anticipated motion or action, and vice versa.
- b) Except as provided in the Distributor Settlement Agreement, this CA Distributor Allocation Agreement is not enforceable by any party other than the State and the CA Participating Subdivisions. It does not confer any rights or remedies upon, and shall not be enforceable by, any third party.
- c) Except as provided in the CA Distributor Allocation Agreement, if any provision of this agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby, and each other provision of this agreement will be valid and enforceable to the fullest extent permitted by law.
- d) Except as provided in the Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.



The undersigned, Mendota city, ACKNOWLEDGES acceptance of this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement is a requirement to be an Initial Participating Subdivision in the Distributor Settlement and ACCEPTS this Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## APPENDIX 1

**DISCLAIMER:** The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor Settlement, whereas the percentages shown in the Abatement Percentage column should not change. Participating Subdivisions, underlying calculations, and the calculated allocation percentages are subject to change. Regarding the column herein entitled “Abatement Percentage,” pursuant to Section 4.B.e., the State of California will receive the Local Allocation share of any payment to the Settlement Fund that is attributable to a county or city that is eligible to become a CA Participating Subdivision, but that has not, as of the date of that payment to the Settlement Fund, become a Participating Subdivision. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” payments allocated to a Plaintiff Subdivision, which is not an Initial Participating Subdivision, will be re-allocated among the Plaintiff Subdivisions that are Initial Participating Subdivisions. Regarding the column herein entitled “Abatement Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Abatement Account Funds received, pursuant to Section 4.B. Regarding the column herein entitled “Plaintiff Subdivision Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the California Subdivision Funds received, pursuant to Section 4.C. Regarding the column herein entitled “Weighted Allocation Percentage,” the annotation of “100%” refers to one-hundred percent (100%) of the combined and weighted allocation of the Abatement Percentage and the Plaintiff Subdivision Percentage.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Alameda County</i>	Alameda	2.332%	2.853%	<b>2.4237952%</b>
City	Alameda	Alameda	0.069%		<b>0.0570162%</b>
City	Albany	Alameda	0.013%		<b>0.0107768%</b>
City	Berkeley	Alameda	0.152%		<b>0.1249656%</b>
City	Dublin	Alameda	0.033%	0.040%	<b>0.0338810%</b>
City	Emeryville	Alameda	0.023%		<b>0.0185765%</b>
City	Fremont	Alameda	0.108%		<b>0.0888576%</b>
City	Hayward	Alameda	0.117%		<b>0.0966218%</b>
City	Livermore	Alameda	0.054%		<b>0.0446740%</b>
City	Newark	Alameda	0.026%		<b>0.0217626%</b>
City	Oakland	Alameda	0.486%	0.595%	<b>0.5055601%</b>
City	Piedmont	Alameda	0.014%		<b>0.0114064%</b>
City	Pleasanton	Alameda	0.067%		<b>0.0554547%</b>
City	San Leandro	Alameda	0.039%		<b>0.0321267%</b>
City	Union City	Alameda	0.043%		<b>0.0352484%</b>
County	<i>Amador County</i>	Amador	0.226%	0.277%	<b>0.2349885%</b>
County	<i>Butte County</i>	Butte	1.615%	1.975%	<b>1.6783178%</b>
City	Chico	Butte	0.216%	0.264%	<b>0.2246499%</b>
City	Oroville	Butte	0.079%		<b>0.0646595%</b>
County	<i>Calaveras County</i>	Calaveras	0.226%	0.277%	<b>0.2351644%</b>
County	<i>Colusa County</i>	Colusa	0.059%		<b>0.0489221%</b>
County	<i>Contra Costa County</i>	Contra Costa	2.102%	2.571%	<b>2.1844585%</b>
City	Antioch	Contra Costa	0.037%		<b>0.0301879%</b>
City	Brentwood	Contra Costa	0.026%		<b>0.0215339%</b>
City	Clayton	Contra Costa	0.002%		<b>0.0018060%</b>
City	Concord	Contra Costa	0.055%		<b>0.0456676%</b>
City	Danville	Contra Costa	0.010%		<b>0.0082255%</b>
City	El Cerrito	Contra Costa	0.023%		<b>0.0189024%</b>
City	Hercules	Contra Costa	0.010%		<b>0.0078273%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Lafayette	Contra Costa	0.006%		<b>0.0046030%</b>
City	Martinez	Contra Costa	0.012%		<b>0.0098593%</b>
City	Moraga	Contra Costa	0.004%		<b>0.0031007%</b>
City	Oakley	Contra Costa	0.010%		<b>0.0079416%</b>
City	Orinda	Contra Costa	0.005%		<b>0.0038157%</b>
City	Pinole	Contra Costa	0.013%		<b>0.0110909%</b>
City	Pittsburg	Contra Costa	0.053%		<b>0.0436369%</b>
City	Pleasant Hill	Contra Costa	0.013%		<b>0.0106309%</b>
City	Richmond	Contra Costa	0.146%		<b>0.1201444%</b>
City	San Pablo	Contra Costa	0.018%		<b>0.0148843%</b>
City	San Ramon	Contra Costa	0.021%		<b>0.0176459%</b>
City	Walnut Creek	Contra Costa	0.026%		<b>0.0212132%</b>
County	<b><i>Del Norte County</i></b>	Del Norte	0.114%	0.140%	<b>0.1189608%</b>
County	<b><i>El Dorado County</i></b>	El Dorado	0.768%	0.939%	<b>0.7980034%</b>
City	Placerville	El Dorado	0.015%		<b>0.0127642%</b>
City	South Lake Tahoe	El Dorado	0.081%		<b>0.0665456%</b>
County	<b><i>Fresno County</i></b>	Fresno	1.895%	2.318%	<b>1.9693410%</b>
City	Clovis	Fresno	0.065%		<b>0.0536211%</b>
City	Coalinga	Fresno	0.012%		<b>0.0098554%</b>
City	Fresno	Fresno	0.397%		<b>0.3270605%</b>
City	Kerman	Fresno	0.005%		<b>0.0042534%</b>
City	Kingsburg	Fresno	0.008%		<b>0.0066167%</b>
City	Mendota	Fresno	0.002%		<b>0.0019387%</b>
City	Orange Cove	Fresno	0.004%		<b>0.0035607%</b>
City	Parlier	Fresno	0.008%		<b>0.0069755%</b>
City	Reedley	Fresno	0.012%		<b>0.0098804%</b>
City	Sanger	Fresno	0.018%		<b>0.0146135%</b>
City	Selma	Fresno	0.015%		<b>0.0127537%</b>
County	<b><i>Glenn County</i></b>	Glenn	0.107%	0.131%	<b>0.1116978%</b>
County	<b><i>Humboldt County</i></b>	Humboldt	1.030%	1.260%	<b>1.0703185%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Arcata	Humboldt	0.054%		<b>0.0447660%</b>
City	Eureka	Humboldt	0.117%	0.143%	<b>0.1216284%</b>
City	Fortuna	Humboldt	0.032%		<b>0.0266837%</b>
County	<b><i>Imperial County</i></b>	Imperial	0.258%	0.315%	<b>0.2679006%</b>
City	Brawley	Imperial	0.011%		<b>0.0087986%</b>
City	Calexico	Imperial	0.019%		<b>0.0152799%</b>
City	El Centro	Imperial	0.158%		<b>0.1302522%</b>
City	Imperial	Imperial	0.006%		<b>0.0048791%</b>
County	<b><i>Inyo County</i></b>	Inyo	0.073%	0.089%	<b>0.0754413%</b>
County	<b><i>Kern County</i></b>	Kern	2.517%	3.079%	<b>2.6159145%</b>
City	Arvin	Kern	0.006%		<b>0.0046425%</b>
City	Bakersfield	Kern	0.212%		<b>0.1747198%</b>
City	California City	Kern	0.009%		<b>0.0070820%</b>
City	Delano	Kern	0.030%		<b>0.0249316%</b>
City	McFarland	Kern	0.003%		<b>0.0025644%</b>
City	Ridgecrest	Kern	0.015%		<b>0.0120938%</b>
City	Shafter	Kern	0.013%		<b>0.0103417%</b>
City	Tehachapi	Kern	0.009%		<b>0.0073580%</b>
City	Wasco	Kern	0.008%		<b>0.0069861%</b>
County	<b><i>Kings County</i></b>	Kings	0.293%		<b>0.2413469%</b>
City	Avenal	Kings	0.007%		<b>0.0056335%</b>
City	Corcoran	Kings	0.013%		<b>0.0107032%</b>
City	Hanford	Kings	0.027%		<b>0.0226038%</b>
City	Lemoore	Kings	0.016%		<b>0.0131900%</b>
County	<b><i>Lake County</i></b>	Lake	0.795%		<b>0.6545389%</b>
City	Clearlake	Lake	0.041%	0.050%	<b>0.0426253%</b>
City	Lakeport	Lake	0.021%	0.026%	<b>0.0222964%</b>
County	<b><i>Lassen County</i></b>	Lassen	0.319%	0.391%	<b>0.3320610%</b>
City	Susanville	Lassen	0.027%		<b>0.0219295%</b>
County	<b><i>Los Angeles County</i></b>	Los Angeles	13.896%	16.999%	<b>14.4437559%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Hermosa Beach	Los Angeles	0.018%		<b>0.0145307%</b>
City	Huntington Park	Los Angeles	0.023%		<b>0.0190667%</b>
City	Inglewood	Los Angeles	0.059%		<b>0.0489195%</b>
City	La Cañada Flintridge	Los Angeles	0.003%		<b>0.0025565%</b>
City	Lakewood	Los Angeles	0.005%		<b>0.0039971%</b>
City	La Mirada	Los Angeles	0.010%		<b>0.0081572%</b>
City	Lancaster	Los Angeles	0.045%		<b>0.0369689%</b>
City	La Puente	Los Angeles	0.002%		<b>0.0012999%</b>
City	La Verne	Los Angeles	0.024%		<b>0.0194190%</b>
City	Lawndale	Los Angeles	0.002%		<b>0.0017731%</b>
City	Lomita	Los Angeles	0.004%		<b>0.0031940%</b>
City	Long Beach	Los Angeles	0.439%		<b>0.3614151%</b>
City	Los Angeles	Los Angeles	2.715%	3.321%	<b>2.8218811%</b>
City	Lynwood	Los Angeles	0.016%		<b>0.0134345%</b>
City	Malibu	Los Angeles	0.002%		<b>0.0019269%</b>
City	Manhattan Beach	Los Angeles	0.032%		<b>0.0260686%</b>
City	Maywood	Los Angeles	0.004%		<b>0.0035528%</b>
City	Monrovia	Los Angeles	0.031%		<b>0.0254455%</b>
City	Montebello	Los Angeles	0.030%		<b>0.0250670%</b>
City	Monterey Park	Los Angeles	0.031%		<b>0.0256677%</b>
City	Norwalk	Los Angeles	0.031%		<b>0.0258228%</b>
City	Palmdale	Los Angeles	0.046%		<b>0.0375827%</b>
City	Palos Verdes Estates	Los Angeles	0.006%		<b>0.0053102%</b>
City	Paramount	Los Angeles	0.011%		<b>0.0091483%</b>
City	Pasadena	Los Angeles	0.146%		<b>0.1200524%</b>
City	Pico Rivera	Los Angeles	0.022%		<b>0.0183333%</b>
City	Pomona	Los Angeles	0.111%		<b>0.0911933%</b>
City	Rancho Palos Verdes	Los Angeles	0.002%		<b>0.0012645%</b>
City	Redondo Beach	Los Angeles	0.062%		<b>0.0506992%</b>
City	Rosemead	Los Angeles	0.003%		<b>0.0028260%</b>



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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	San Dimas	Los Angeles	0.003%		<b>0.0022016%</b>
City	San Fernando	Los Angeles	0.013%		<b>0.0104837%</b>
City	San Gabriel	Los Angeles	0.018%		<b>0.0147726%</b>
City	San Marino	Los Angeles	0.009%		<b>0.0073791%</b>
City	Santa Clarita	Los Angeles	0.022%		<b>0.0178167%</b>
City	Santa Fe Springs	Los Angeles	0.031%		<b>0.0257531%</b>
City	Santa Monica	Los Angeles	0.158%		<b>0.1298513%</b>
City	Sierra Madre	Los Angeles	0.006%		<b>0.0048646%</b>
City	Signal Hill	Los Angeles	0.010%		<b>0.0084884%</b>
City	South El Monte	Los Angeles	0.005%		<b>0.0039603%</b>
City	South Gate	Los Angeles	0.020%		<b>0.0166272%</b>
City	South Pasadena	Los Angeles	0.012%		<b>0.0095334%</b>
City	Temple City	Los Angeles	0.005%		<b>0.0039498%</b>
City	Torrance	Los Angeles	0.112%		<b>0.0919820%</b>
City	Walnut	Los Angeles	0.006%		<b>0.0047305%</b>
City	West Covina	Los Angeles	0.049%		<b>0.0404521%</b>
City	West Hollywood	Los Angeles	0.013%		<b>0.0108517%</b>
City	Whittier	Los Angeles	0.032%		<b>0.0260581%</b>
County	<b><i>Madera County</i></b>	Madera	0.349%	0.427%	<b>0.3630669%</b>
City	Chowchilla	Madera	0.012%		<b>0.0097332%</b>
City	Madera	Madera	0.039%		<b>0.0318441%</b>
County	<b><i>Marin County</i></b>	Marin	0.564%	0.690%	<b>0.5861325%</b>
City	Larkspur	Marin	0.015%		<b>0.0124697%</b>
City	Mill Valley	Marin	0.020%		<b>0.0168401%</b>
City	Novato	Marin	0.028%		<b>0.0229824%</b>
City	San Anselmo	Marin	0.009%		<b>0.0078062%</b>
City	San Rafael	Marin	0.089%		<b>0.0729823%</b>
County	<b><i>Mariposa County</i></b>	Mariposa	0.084%	0.103%	<b>0.0876131%</b>
County	<b><i>Mendocino County</i></b>	Mendocino	0.439%	0.536%	<b>0.4558394%</b>
City	Ukiah	Mendocino	0.039%		<b>0.0317153%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
County	<i>Merced County</i>	Merced	0.551%	0.674%	<b>0.5724262%</b>
City	Atwater	Merced	0.024%		<b>0.0195846%</b>
City	Livingston	Merced	0.006%		<b>0.0045873%</b>
City	Los Banos	Merced	0.020%		<b>0.0165142%</b>
City	Merced	Merced	0.061%		<b>0.0500762%</b>
County	<i>Modoc County</i>	Modoc	0.065%	0.080%	<b>0.0678250%</b>
County	<i>Mono County</i>	Mono	0.023%	0.029%	<b>0.0242606%</b>
County	<i>Monterey County</i>	Monterey	0.908%	1.111%	<b>0.9437083%</b>
City	Greenfield	Monterey	0.006%		<b>0.0050552%</b>
City	King City	Monterey	0.005%		<b>0.0037355%</b>
City	Marina	Monterey	0.017%		<b>0.0144098%</b>
City	Monterey	Monterey	0.041%		<b>0.0336540%</b>
City	Pacific Grove	Monterey	0.009%		<b>0.0074842%</b>
City	Salinas	Monterey	0.094%		<b>0.0776576%</b>
City	Seaside	Monterey	0.023%		<b>0.0191772%</b>
City	Soledad	Monterey	0.007%		<b>0.0060870%</b>
County	<i>Napa County</i>	Napa	0.288%	0.352%	<b>0.2994325%</b>
City	American Canyon	Napa	0.017%		<b>0.0136869%</b>
City	Napa	Napa	0.078%		<b>0.0642783%</b>
County	<i>Nevada County</i>	Nevada	0.441%	0.539%	<b>0.4579827%</b>
City	Grass Valley	Nevada	0.024%		<b>0.0197805%</b>
City	Truckee	Nevada	0.003%		<b>0.0023843%</b>
County	<i>Orange County</i>	Orange	4.364%	5.339%	<b>4.5363576%</b>
City	Aliso Viejo	Orange	0.014%		<b>0.0113841%</b>
City	Anaheim	Orange	0.554%	0.678%	<b>0.5759282%</b>
City	Brea	Orange	0.086%		<b>0.0708897%</b>
City	Buena Park	Orange	0.087%		<b>0.0714352%</b>
City	Costa Mesa	Orange	0.124%	0.152%	<b>0.1288366%</b>
City	Cypress	Orange	0.033%		<b>0.0271937%</b>
City	Dana Point	Orange	0.001%		<b>0.0005560%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Fountain Valley	Orange	0.055%		<b>0.0455980%</b>
City	Fullerton	Orange	0.137%	0.168%	<b>0.1425744%</b>
City	Garden Grove	Orange	0.213%		<b>0.1752482%</b>
City	Huntington Beach	Orange	0.247%	0.302%	<b>0.2568420%</b>
City	Irvine	Orange	0.139%	0.170%	<b>0.1442350%</b>
City	Laguna Beach	Orange	0.047%	0.058%	<b>0.0493043%</b>
City	Laguna Hills	Orange	0.014%		<b>0.0115457%</b>
City	Laguna Niguel	Orange	0.001%		<b>0.0007071%</b>
City	Laguna Woods	Orange	0.001%		<b>0.0006546%</b>
City	La Habra	Orange	0.060%	0.073%	<b>0.0621049%</b>
City	Lake Forest	Orange	0.012%		<b>0.0101249%</b>
City	La Palma	Orange	0.012%		<b>0.0095439%</b>
City	Los Alamitos	Orange	0.008%		<b>0.0069190%</b>
City	Mission Viejo	Orange	0.014%		<b>0.0117560%</b>
City	Newport Beach	Orange	0.179%		<b>0.1470134%</b>
City	Orange	Orange	0.150%		<b>0.1231320%</b>
City	Placentia	Orange	0.029%	0.035%	<b>0.0298912%</b>
City	Rancho Santa Margarita	Orange	0.001%		<b>0.0006296%</b>
City	San Clemente	Orange	0.008%	0.010%	<b>0.0086083%</b>
City	San Juan Capistrano	Orange	0.008%		<b>0.0065510%</b>
City	Santa Ana	Orange	0.502%	0.614%	<b>0.5213866%</b>
City	Seal Beach	Orange	0.020%		<b>0.0165891%</b>
City	Stanton	Orange	0.035%		<b>0.0291955%</b>
City	Tustin	Orange	0.073%		<b>0.0600341%</b>
City	Westminster	Orange	0.104%	0.127%	<b>0.1082721%</b>
City	Yorba Linda	Orange	0.044%		<b>0.0362223%</b>
County	<b>Placer County</b>	Placer	1.045%	1.278%	<b>1.0861002%</b>
City	Auburn	Placer	0.017%		<b>0.0141114%</b>
City	Lincoln	Placer	0.031%		<b>0.0255599%</b>
City	Rocklin	Placer	0.076%		<b>0.0625485%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Roseville	Placer	0.196%		<b>0.1616559%</b>
County	<i>Plumas County</i>	Plumas	0.205%	0.251%	<b>0.2128729%</b>
County	<i>Riverside County</i>	Riverside	4.534%	5.547%	<b>4.7128296%</b>
City	Banning	Riverside	0.017%		<b>0.0143848%</b>
City	Beaumont	Riverside	0.021%		<b>0.0171135%</b>
City	Blythe	Riverside	0.012%		<b>0.0096714%</b>
City	Canyon Lake	Riverside	0.000%		<b>0.0001761%</b>
City	Cathedral City	Riverside	0.067%		<b>0.0553614%</b>
City	Coachella	Riverside	0.021%		<b>0.0173054%</b>
City	Corona	Riverside	0.147%		<b>0.1207083%</b>
City	Desert Hot Springs	Riverside	0.024%		<b>0.0200433%</b>
City	Eastvale	Riverside	0.000%		<b>0.0002747%</b>
City	Hemet	Riverside	0.051%		<b>0.0421792%</b>
City	Indio	Riverside	0.056%		<b>0.0457794%</b>
City	Jurupa Valley	Riverside	0.001%		<b>0.0008991%</b>
City	Lake Elsinore	Riverside	0.021%		<b>0.0172949%</b>
City	La Quinta	Riverside	0.063%		<b>0.0516732%</b>
City	Menifee	Riverside	0.032%		<b>0.0260909%</b>
City	Moreno Valley	Riverside	0.137%		<b>0.1130348%</b>
City	Murrieta	Riverside	0.048%	0.059%	<b>0.0497423%</b>
City	Norco	Riverside	0.016%		<b>0.0134542%</b>
City	Palm Desert	Riverside	0.083%		<b>0.0682465%</b>
City	Palm Springs	Riverside	0.076%		<b>0.0629862%</b>
City	Perris	Riverside	0.009%		<b>0.0076774%</b>
City	Rancho Mirage	Riverside	0.052%		<b>0.0431098%</b>
City	Riverside	Riverside	0.268%		<b>0.2206279%</b>
City	San Jacinto	Riverside	0.010%		<b>0.0085936%</b>
City	Temecula	Riverside	0.022%		<b>0.0180086%</b>
City	Wildomar	Riverside	0.008%		<b>0.0062500%</b>
County	<i>Sacramento County</i>	Sacramento	3.797%	4.645%	<b>3.9465887%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Citrus Heights	Sacramento	0.057%		<b>0.0465312%</b>
City	Elk Grove	Sacramento	0.130%		<b>0.1066994%</b>
City	Folsom	Sacramento	0.108%		<b>0.0890850%</b>
City	Galt	Sacramento	0.017%		<b>0.0143704%</b>
City	Rancho Cordova	Sacramento	0.008%		<b>0.0067679%</b>
City	Sacramento	Sacramento	0.721%	0.882%	<b>0.7496530%</b>
County	<b><i>San Benito County</i></b>	San Benito	0.106%	0.130%	<b>0.1101417%</b>
City	Hollister	San Benito	0.027%		<b>0.0225355%</b>
County	<b><i>San Bernardino County</i></b>	San Bernardino	3.259%	3.987%	<b>3.3878124%</b>
City	Adelanto	San Bernardino	0.008%		<b>0.0066640%</b>
City	Apple Valley	San Bernardino	0.025%		<b>0.0207360%</b>
City	Barstow	San Bernardino	0.015%		<b>0.0122056%</b>
City	Chino	San Bernardino	0.064%		<b>0.0525893%</b>
City	Chino Hills	San Bernardino	0.001%		<b>0.0006388%</b>
City	Colton	San Bernardino	0.031%		<b>0.0253443%</b>
City	Fontana	San Bernardino	0.112%		<b>0.0920543%</b>
City	Grand Terrace	San Bernardino	0.006%		<b>0.0051051%</b>
City	Hesperia	San Bernardino	0.035%		<b>0.0291522%</b>
City	Highland	San Bernardino	0.004%		<b>0.0029061%</b>
City	Loma Linda	San Bernardino	0.009%		<b>0.0071188%</b>
City	Montclair	San Bernardino	0.039%		<b>0.0322108%</b>
City	Ontario	San Bernardino	0.179%		<b>0.1472934%</b>
City	Rancho Cucamonga	San Bernardino	0.084%		<b>0.0689431%</b>
City	Redlands	San Bernardino	0.057%		<b>0.0469150%</b>
City	Rialto	San Bernardino	0.073%		<b>0.0603206%</b>
City	San Bernardino	San Bernardino	0.178%		<b>0.1461880%</b>
City	Twentynine Palms	San Bernardino	0.002%		<b>0.0012605%</b>
City	Upland	San Bernardino	0.052%		<b>0.0424460%</b>
City	Victorville	San Bernardino	0.033%		<b>0.0269400%</b>
City	Yucaipa	San Bernardino	0.016%		<b>0.0128772%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Yucca Valley	San Bernardino	0.003%		<b>0.0021228%</b>
County	<b><i>San Diego County</i></b>	San Diego	5.706%	6.980%	<b>5.9309748%</b>
City	Carlsbad	San Diego	0.128%		<b>0.1050485%</b>
City	Chula Vista	San Diego	0.189%	0.231%	<b>0.1961456%</b>
City	Coronado	San Diego	0.044%		<b>0.0359095%</b>
City	El Cajon	San Diego	0.113%		<b>0.0933582%</b>
City	Encinitas	San Diego	0.061%	0.074%	<b>0.0630289%</b>
City	Escondido	San Diego	0.145%		<b>0.1192204%</b>
City	Imperial Beach	San Diego	0.014%		<b>0.0118283%</b>
City	La Mesa	San Diego	0.055%	0.068%	<b>0.0575593%</b>
City	Lemon Grove	San Diego	0.022%		<b>0.0183911%</b>
City	National City	San Diego	0.080%		<b>0.0656808%</b>
City	Oceanside	San Diego	0.213%		<b>0.1753428%</b>
City	Poway	San Diego	0.062%		<b>0.0511040%</b>
City	San Diego	San Diego	1.975%	2.416%	<b>2.0531169%</b>
City	San Marcos	San Diego	0.089%		<b>0.0733897%</b>
City	Santee	San Diego	0.033%		<b>0.0268401%</b>
City	Solana Beach	San Diego	0.017%		<b>0.0138564%</b>
City	Vista	San Diego	0.052%		<b>0.0425144%</b>
Consolidated	<b><i>San Francisco</i></b>	San Francisco	3.026%	3.702%	<b>3.1457169%</b>
County	<b><i>San Joaquin County</i></b>	San Joaquin	1.680%	2.055%	<b>1.7460399%</b>
City	Lathrop	San Joaquin	0.009%		<b>0.0075394%</b>
City	Lodi	San Joaquin	0.053%		<b>0.0439484%</b>
City	Manteca	San Joaquin	0.054%		<b>0.0443454%</b>
City	Ripon	San Joaquin	0.013%		<b>0.0104219%</b>
City	Stockton	San Joaquin	0.313%	0.383%	<b>0.3256176%</b>
City	Tracy	San Joaquin	0.084%		<b>0.0692047%</b>
County	<b><i>San Luis Obispo County</i></b>	San Luis Obispo	0.816%	0.999%	<b>0.8484126%</b>
City	Arroyo Grande	San Luis Obispo	0.024%		<b>0.0199053%</b>
City	Atascadero	San Luis Obispo	0.029%		<b>0.0240680%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	El Paso de Robles (Paso Robles)	San Luis Obispo	0.043%		<b>0.0353456%</b>
City	Grover Beach	San Luis Obispo	0.017%		<b>0.0137881%</b>
City	Morro Bay	San Luis Obispo	0.020%		<b>0.0160922%</b>
City	San Luis Obispo	San Luis Obispo	0.077%		<b>0.0637841%</b>
County	<b><i>San Mateo County</i></b>	San Mateo	1.074%	1.313%	<b>1.1159599%</b>
City	Belmont	San Mateo	0.021%		<b>0.0169860%</b>
City	Burlingame	San Mateo	0.019%		<b>0.0152537%</b>
City	Daly City	San Mateo	0.044%		<b>0.0363880%</b>
City	East Palo Alto	San Mateo	0.013%		<b>0.0103982%</b>
City	Foster City	San Mateo	0.020%		<b>0.0166101%</b>
City	Half Moon Bay	San Mateo	0.004%		<b>0.0031638%</b>
City	Hillsborough	San Mateo	0.013%		<b>0.0110029%</b>
City	Menlo Park	San Mateo	0.015%		<b>0.0126209%</b>
City	Millbrae	San Mateo	0.013%		<b>0.0105836%</b>
City	Pacifica	San Mateo	0.016%		<b>0.0130625%</b>
City	Redwood City	San Mateo	0.056%		<b>0.0463511%</b>
City	San Bruno	San Mateo	0.021%		<b>0.0172161%</b>
City	San Carlos	San Mateo	0.013%		<b>0.0108885%</b>
City	San Mateo	San Mateo	0.052%		<b>0.0425841%</b>
City	South San Francisco	San Mateo	0.043%		<b>0.0353943%</b>
County	<b><i>Santa Barbara County</i></b>	Santa Barbara	1.132%	1.385%	<b>1.1768968%</b>
City	Carpinteria	Santa Barbara	0.001%		<b>0.0008938%</b>
City	Goleta	Santa Barbara	0.004%		<b>0.0028969%</b>
City	Lompoc	Santa Barbara	0.047%		<b>0.0389379%</b>
City	Santa Barbara	Santa Barbara	0.122%		<b>0.1004559%</b>
City	Santa Maria	Santa Barbara	0.058%		<b>0.0479179%</b>
County	<b><i>Santa Clara County</i></b>	Santa Clara	2.404%	2.941%	<b>2.4987553%</b>
City	Campbell	Santa Clara	0.014%		<b>0.0112566%</b>
City	Cupertino	Santa Clara	0.008%		<b>0.0066824%</b>
City	Gilroy	Santa Clara	0.025%		<b>0.0202891%</b>

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allocation Percentage
City	Los Altos	Santa Clara	0.013%		<b>0.0103338%</b>
City	Los Gatos	Santa Clara	0.013%		<b>0.0103220%</b>
City	Milpitas	Santa Clara	0.036%		<b>0.0298120%</b>
City	Morgan Hill	Santa Clara	0.015%		<b>0.0124619%</b>
City	Mountain View	Santa Clara	0.041%		<b>0.0334608%</b>
City	Palo Alto	Santa Clara	0.039%		<b>0.0323080%</b>
City	San Jose	Santa Clara	0.294%	0.360%	<b>0.3054960%</b>
City	Santa Clara	Santa Clara	0.067%		<b>0.0549723%</b>
City	Saratoga	Santa Clara	0.004%		<b>0.0034161%</b>
City	Sunnyvale	Santa Clara	0.053%		<b>0.0434069%</b>
County	<b><i>Santa Cruz County</i></b>	Santa Cruz	0.783%	0.957%	<b>0.8135396%</b>
City	Capitola	Santa Cruz	0.020%		<b>0.0168191%</b>
City	Santa Cruz	Santa Cruz	0.143%		<b>0.1180348%</b>
City	Scotts Valley	Santa Cruz	0.015%		<b>0.0126525%</b>
City	Watsonville	Santa Cruz	0.063%		<b>0.0520136%</b>
County	<b><i>Shasta County</i></b>	Shasta	1.095%	1.339%	<b>1.1380191%</b>
City	Anderson	Shasta	0.024%		<b>0.0198896%</b>
City	Redding	Shasta	0.284%		<b>0.2334841%</b>
City	Shasta Lake	Shasta	0.004%		<b>0.0031993%</b>
County	<b><i>Siskiyou County</i></b>	Siskiyou	0.228%	0.279%	<b>0.2373393%</b>
County	<b><i>Solano County</i></b>	Solano	0.760%		<b>0.6260795%</b>
City	Benicia	Solano	0.031%		<b>0.0253903%</b>
City	Dixon	Solano	0.016%		<b>0.0130849%</b>
City	Fairfield	Solano	0.109%		<b>0.0897317%</b>
City	Suisun City	Solano	0.021%		<b>0.0176183%</b>
City	Vacaville	Solano	0.119%		<b>0.0976497%</b>
City	Vallejo	Solano	0.167%		<b>0.1373644%</b>
County	<b><i>Sonoma County</i></b>	Sonoma	1.218%	1.490%	<b>1.2661290%</b>
City	Healdsburg	Sonoma	0.032%		<b>0.0266929%</b>
City	Petaluma	Sonoma	0.081%		<b>0.0667507%</b>



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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allocation Percentage</b>
City	Rohnert Park	Sonoma	0.041%		<b>0.0340759%</b>
City	Santa Rosa	Sonoma	0.184%		<b>0.1519070%</b>
City	Sonoma	Sonoma	0.022%		<b>0.0183438%</b>
City	Windsor	Sonoma	0.016%		<b>0.0129298%</b>
County	<b><i>Stanislaus County</i></b>	Stanislaus	1.722%		<b>1.4182273%</b>
City	Ceres	Stanislaus	0.041%		<b>0.0340260%</b>
City	Modesto	Stanislaus	0.217%		<b>0.1788759%</b>
City	Newman	Stanislaus	0.006%		<b>0.0046964%</b>
City	Oakdale	Stanislaus	0.018%		<b>0.0145531%</b>
City	Patterson	Stanislaus	0.015%		<b>0.0126590%</b>
City	Riverbank	Stanislaus	0.010%		<b>0.0085699%</b>
City	Turlock	Stanislaus	0.065%		<b>0.0531966%</b>
County	<b><i>Sutter County</i></b>	Sutter	0.306%	0.374%	<b>0.3179548%</b>
City	Yuba City	Sutter	0.074%		<b>0.0606242%</b>
County	<b><i>Tehama County</i></b>	Tehama	0.213%	0.261%	<b>0.2216654%</b>
City	Red Bluff	Tehama	0.014%		<b>0.0117771%</b>
County	<b><i>Trinity County</i></b>	Trinity	0.082%	0.101%	<b>0.0855476%</b>
County	<b><i>Tulare County</i></b>	Tulare	0.809%	0.990%	<b>0.8410949%</b>
City	Dinuba	Tulare	0.014%		<b>0.0116929%</b>
City	Exeter	Tulare	0.004%		<b>0.0032479%</b>
City	Farmersville	Tulare	0.003%		<b>0.0027879%</b>
City	Lindsay	Tulare	0.007%		<b>0.0057111%</b>
City	Porterville	Tulare	0.021%		<b>0.0171845%</b>
City	Tulare	Tulare	0.037%		<b>0.0302273%</b>
City	Visalia	Tulare	0.066%		<b>0.0545872%</b>
County	<b><i>Tuolumne County</i></b>	Tuolumne	0.486%	0.594%	<b>0.5047621%</b>
County	<b><i>Ventura County</i></b>	Ventura	2.192%	2.681%	<b>2.2781201%</b>
City	Camarillo	Ventura	0.002%		<b>0.0012815%</b>
City	Fillmore	Ventura	0.002%		<b>0.0020294%</b>
City	Moorpark	Ventura	0.008%		<b>0.0067337%</b>

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<b>Participating Subdivision Classification</b>	<b>Participating Subdivision</b>	<b>County</b>	<b>Abatement Percentage</b>	<b>Plaintiff Subdivision Percentage</b>	<b>Weighted Allcation Percentage</b>
City	Oxnard	Ventura	0.156%	0.190%	<b>0.1617338%</b>
City	Port Hueneme	Ventura	0.021%		<b>0.0174145%</b>
City	San Buenaventura (Ventura)	Ventura	0.085%		<b>0.0702181%</b>
City	Santa Paula	Ventura	0.014%		<b>0.0119072%</b>
City	Simi Valley	Ventura	0.065%		<b>0.0533043%</b>
City	Thousand Oaks	Ventura	0.022%		<b>0.0179902%</b>
County	<b><i>Yolo County</i></b>	Yolo	0.357%	0.437%	<b>0.3713319%</b>
City	Davis	Yolo	0.055%		<b>0.0451747%</b>
City	West Sacramento	Yolo	0.066%		<b>0.0544321%</b>
City	Woodland	Yolo	0.058%		<b>0.0477904%</b>
County	<b><i>Yuba County</i></b>	Yuba	0.214%	0.262%	<b>0.2225679%</b>
City	Marysville	Yuba	0.014%		<b>0.0112079%</b>

## APPENDIX 2

### Cost Reimbursement Procedure

#### 1. Additional defined terms:

- a) *Costs* means the reasonable amounts paid for the attorney and other City Attorney and County Counsel staff time for individuals employed by a Plaintiff Subdivision at the contractual rate, inclusive of benefits and overhead, together with amounts paid for court reporters, experts, copying, electronic research, travel, vendors, and the like, which were paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. Costs does not include attorneys' fees, costs, or expenses incurred by private contingency fee counsel. No part of the CA Abatement Accounts Fund will be used to reimburse Costs.
- b) *First Claims Date* means October 1, 2023 or when all applications for reimbursement of Costs, in whole or in part, from funds available under Section X and Exhibit R of the Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen Settlement Agreement, have been finally determined under the provisions of those agreements, whichever comes first.
- c) *Special Master* means a retired judicial officer or former public lawyer, not presently employed or retained by a Plaintiff Subdivision, who will aggregate, review, and determine the reasonable Costs to be awarded to each Plaintiff Subdivision that submits a claim for reimbursement of Costs. The Special Master will be selected by a majority vote of the votes cast by Plaintiff Subdivisions, with each such subdivision having one vote.
- d) *Plaintiff Subdivision Committee* means the committee of Plaintiff Subdivisions that will review and approve the invoices submitted by the Special Master reflecting his or her reasonable time and expenses.

#### 2. Cost Reimbursement to Plaintiff Subdivision

- a) Purpose. Substantial resources have been expended to hold Opioid Defendants accountable for creating and profiting from the opioid crisis, and this effort has been a significant catalyst in creating a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- b) Claims Procedure.
  - i. If a Plaintiff Subdivision is eligible to seek reimbursement of Costs, in whole or in part, from funds available under Section X or Exhibit R of the Distributor Settlement Agreement or Section XI or Exhibit R of the Janssen Settlement Agreement, it must first make a timely application for reimbursement from such funds. To allow sufficient time for determination of those applications, no claim for

Costs to the CA Subdivision Fund under this Agreement may be made before the First Claims Date.

- ii. A Plaintiff Subdivision that wishes to be reimbursed from the CA Subdivision Fund must submit a claim to the Special Master no later than forty-five (45) days after the First Claims Date. The Special Master will then compile and redistribute the aggregated claim totals for each Plaintiff Subdivision via email to representatives of all the Plaintiff Subdivisions. A claim for attorney and staff time must list, for each attorney or staff member included in the claim, the following information: name, title, total hours claimed, hourly rate (including, if sought, benefits and share of overhead), and narrative summarizing the general nature of the work performed by the attorney or staff member. For reimbursement of “hard” costs, the subdivision may aggregate across a category (e.g., total for travel costs). It is the intention of the Plaintiff Subdivisions that submission of documents related to reimbursement of Costs does not waive any attorney-client privilege or exemptions to the California Public Records Act.
- iii. The Special Master may request, at his or her sole option, additional documents or details to assist in the final award of Costs.
- iv. The Special Master will review claims for reasonableness and will notify each Plaintiff Subdivision of the final determination of its claim, and will provide a list of all final awards to all Plaintiff Subdivisions by email or, upon request, via First Class U.S. Mail. Any Plaintiff Subdivision may ask the Special Master to reconsider any final award within twenty-one (21) days. The Special Master will make a final determination on any such reconsideration request within thirty (30) days of receipt.
- v. Any decision of the Special Master is final and binding, and will be considered under the California Arbitration Act, Code of Civil Procedure section 1280 et seq. as a final arbitration award. Nothing in this agreement is intended to expand the scope of judicial review of the final award for errors of fact or law, and the Parties agree that they may only seek to vacate the award if clear and convincing evidence demonstrates one of the factors set forth in Code of Civil Procedure, section 1286.2, subdivision (a). Plaintiff Subdivisions will have fourteen (14) days after all final awards are made, together with any final determination of a request for reconsideration, to seek review in the Superior Court of California, pursuant to Code of Civil Procedure, section 1285, where the State has filed its Consent Judgment.
- vi. The Special Master will prepare a report of Costs that includes his or her fees and expenses at least ninety (90) days before the Payment Date for each Annual Payment. The Special Master’s preparation of a report of Costs does not discharge a Plaintiff Subdivision’s reporting requirement under Section V.B.2 of the Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a


report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor Agreement.

c) Claims Priority and Limitation.

- i. The Special Master will submit invoices for compensation of reasonable fees and expenses to the Plaintiff Subdivision Committee no later than ninety (90) days prior to the Payment Date for each Annual Payment. The Plaintiff Subdivision Committee will promptly review and, if reasonable, approve the Special Master's invoice for compensation. The Plaintiff Subdivision Committee will submit approved invoices to the Settlement Fund Administrator for payment. The Special Master's approved invoices have priority and will be paid first from the CA Subdivision Fund before any award of Costs, subject to the limitation in Section 2.c.v below.
- ii. Final Awards of Costs that do not exceed seventy-five thousand dollars (\$75,000.00) will be paid next in priority after the Special Master's approved invoices.
- iii. Final Awards of Costs in excess of seventy-five thousand dollars (\$75,000.00) will be paid proportionally from the funds remaining in that year's Annual Payment.
- iv. Any claim for Costs that is not paid in full will be allocated against the next year's distribution from the CA Subdivision Fund, until all approved claims for Costs are paid in full.
- v. In no event will more than 50% of the total CA Subdivision Fund received in any year be used to pay Costs or the Special Master's approved invoices.
- vi. In no event shall more than \$28 million of the total CA Subdivision Funds paid pursuant to the Distributor Settlement Agreement and the Janssen Settlement Agreement be used to pay Costs.

d) Collateral Source Payments and Third-Party Settlement.

- i. In the event a Plaintiff Subdivision is awarded compensation, in whole or in part, by any source of funds created as a result of litigation against an Opioid Defendant for its reasonable Costs, it will reduce its claim for Costs from the CA Subdivision Fund by that amount. If a Plaintiff Subdivision has already received a final award of Costs from the CA Subdivision Fund, it will repay the fund up to the prior award of Costs via a payment to the Settlement Fund Administrator or notify the Settlement Fund Administrator that its allocation from the next and subsequent Annual Payments should be reduced accordingly. If the Plaintiff Subdivision is repaying any prior award of Costs, that repayment will occur as soon as is feasible after the Plaintiff Subdivision's receipt of Cost funds from the collateral source, but no more than 90 days after its receipt from the collateral source. The Settlement Fund Administrator will add any repaid Costs to the CA Subdivision Fund.

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- ii. In the event a Plaintiff Subdivision reaches a monetary settlement or compromise against any Opioid Defendant outside of the National Opioid Settlement, the monetary portion of such settlement, net of fees paid to outside contingency fee counsel and of funds earmarked strictly for abatement, will be credited against its Costs and the subdivision will be ineligible to recover those credited Costs from the CA Subdivision Fund. Plaintiff Subdivisions negotiating monetary settlements or compromises against any Opioid Defendant outside of the National Opioid Settlement will negotiate for funds to repay any Costs it previously received from the CA Subdivision Fund or for Costs it otherwise might be eligible to claim from the CA Subdivision Fund. If such a settlement is paid after all final approved claims for Costs by all Plaintiff Subdivisions are satisfied in full, the settling subdivision will reimburse the CA Subdivision Fund in that amount by making payment to the Settlement Fund Administrator to add to the CA Subdivision Fund in a manner consistent with the repayments described in section 2.d.i above.

### APPENDIX 3

#### CALIFORNIA-SUBDIVISION BACKSTOP AGREEMENT

On August 6, 2021, Judge Polster of the US District Court for the Northern District of Ohio issued an Order (the Order), docket number 3814, in In Re National Prescription Opiate Litigation, MDL 2804, addressing contingent attorney fee contracts between political subdivisions eligible to participate in the Distributors Settlement and their counsel.

In light of the Order, and at the request of [SUBDIVISION], the [SUBDIVISION], its counsel [COUNSEL], and the California Attorney General, on behalf of the State of California, are entering into this California-Subdivision Backstop Agreement (Backstop Agreement).

[SUBDIVISION] and [COUNSEL] intend this Backstop Agreement to constitute a State Back-Stop Agreement as that term is used in the Order and in Exhibit R (Agreement on Attorneys' Fees, Expenses and Costs) of the Distributor Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor Settlement CA Subdivision Fund to pay a contingent fee to [COUNSEL]. Any such payment from [SUBDIVISION] to [COUNSEL], together with any contingency fees that [COUNSEL] may receive from the national Attorney Fee Fund, will not exceed a total contingency fee of [PERCENTAGE NOT TO EXCEED 15%] of the total gross recovery of [SUBDIVISION] from the Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor Settlement Agreement before seeking or accepting payment under this backstop agreement. [COUNSEL] further certify that they are not seeking and will not accept payment under this backstop agreement of any litigation fees or costs that have been reimbursed through prior settlements or judgments.

The Attorney General is executing this agreement solely because the definition of "State Back-Stop Agreement" in Exhibit R of the Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** TONY CHAVARRIA, PUBLIC UTILITIES DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING THE AGREEMENT WITH LIGHTHOUSE ELECTRICAL, INC. FOR UPGRADING THE WATER PLANT PROGRAMMABLE LOGIC CONTROLLERS  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-96, approving the agreement with Lighthouse Electrical, Inc. for upgrading the Water Plant Programmable Logic Controllers?

**BACKGROUND**

The Water Plant uses Programmable Logic Controllers (“PLC”) as a means to receive and process vital information. The Water Plant and Wells are currently equipped with Allen Bradley SLC 5/04 which are no longer produced and much slower than the newer Allen Bradley CompactLogix, which can handle more traffic at faster speeds. Operations staff has experience communication issues with our current PLC’s which cause issues with sustaining continuous distribution system pressure. As part of the project the five (5) booster pumps will be hardwired to the new PLC and the device net modules will be removed to improve communication with less interruption to the PLC. The PLC’s to be replaces are the Main PLC, Filtronics PLC, Well #7 PLC, Well #8 PLC and Well #9 PLC.

**ANALYSIS**

Staff has requested proposals from three different local suppliers. Two suppliers were responsive with Lighthouse Electrical, Inc being the lowest responsible bidder. Staff has worked with both companies that provided a proposal and both companies are familiar with our Water Plant communication logic and equipment.

**FISCAL IMPACT**

\$59,900.00. The cost will be expended from the Water Enterprise Fund. This project has been budgeted and approved for Fiscal Year 21/22

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 21-96, approving the agreement with Lighthouse Electrical, Inc. for upgrading the Water Plant Programmable Logic Controllers.

**Attachment(s):**

1. Tel Star Inc. Proposal
2. Lighthouse Inc. Proposal
3. Resolution No. 21-96





Contractor License #422364  
Contractor DIR #100000899

**CONTROL SYSTEM INTEGRATION • INSTRUMENTATION SERVICES  
SCADA/AUTOMATION • PLC/HMI • ELECTRICAL • CALIBRATION • MAINTENANCE**

September 28, 2021

City of Mendota  
643 Quince Street  
Mendota, CA 93640  
Sent via Email: [Tony@cityofmendota.com](mailto:Tony@cityofmendota.com)

Attn: Tony Chavarria  
Subject: City of Mendota / PLC Upgrade.  
Reference: SR 20-38853

Drawings: N/A  
Specifications: N/A

Dear Tony,

Telstar Instruments ("Telstar") is pleased to provide a quote for the referenced project to the above identified purchaser ("Customer"). PLC upgrade for your water system at the city of Mendota.

**By accepting this proposal from Telstar, you agree to treat this as confidential information.**

**SCOPE OF SUPPLY / SERVICES**

**Water Treatment Plant**

1. Telstar will remove the existing Main PLC and HMI.
2. Telstar will provide and install the following:
  - a. One (1) Allen Bradley Compact Logix PLC 5069 and I/O components.
  - b. One (1) C-more HMI.
3. Telstar will rewire five (5) existing pumps to the new PLC so they can be disconnected from the outdated Devicenet communication.
4. Telstar will convert the existing PLC program for use in the new PLC. Telstar will reprogram the new HMI to match the design of the existing HMI.
5. Telstar will modify the SCADA System as needed to communicate with the new PLC.
6. Start-up and Testing.

***NOTE: Telstar assumes existing PLC and network is working properly. Telstar is not responsible for any existing issues with PLC or communications to field devices.***



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Contractor DIR #100000899

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**Filtronics PLC at Water Treatment Plant**

- 7. Telstar will remove existing PLC.
- 8. Telstar will provide and install One (1) Allen Bradley Compact Logix PLC 5069 and I/O components.
- 9. Telstar will convert existing PLC program to the new PLC.
- 10. Telstar will set existing HMI to communicate to new PLC.
- 11. Telstar will move two (2) analog inputs and two (2) analog output signals from ClorTec PLC to the Filtronics PLC.

***NOTE:** If there are any additional signals that will need to be move to the Filtronics PLC, it will be charged as T&M.*

- 12. Telstar will modify the SCADA System as needed to communicate with the new PLC.
- 13. Start-up and Testing.

***NOTE:** Telstar assumes existing PLC is working properly. Telstar is not responsible for any existing issues with PLC or communications to field devices.*

**Well 7, 8 and 9**

- 14. Telstar will remove existing PLC, and HMI.
- 15. Telstar will provide and install One (1) Allen Bradley MicroLogix 1400 and I/O components.
- 16. Telstar will provide and install One (1) C-more HMI.
- 17. Telstar will rewire the well VFD to the new PLC and disconnect the system from the outdated Devicenet communication.
- 18. Telstar will modify existing PLC program to the new PLC.
- 19. Telstar will reprogram new HMI to match the design of the existing HMI.
- 20. Telstar will modify SCADA as needed to talk to the new PLC and HMI.
- 21. Start-up and Testing.

***NOTE:** Telstar assumes existing PLC and network is working properly. Telstar is not responsible for any existing issues with PLC or communications to field devices.*

**Lump Sum Price for this Scope.....\$115,494.00**

Shipping and Handling for Telstar Supplied Materials IS INCLUDED  
Sales Tax IS INCLUDED

This quotation is based on Customer’s representation that this IS a prevailing wage project.



Contractor License #422364  
Contractor DIR #100000899

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**CLARIFICATIONS, EXCEPTIONS, AND EXCLUSIONS**

- a. This quotation is based on the inclusion of Telstar's standard Terms and Conditions as part of any purchase order, contract or other agreement.
- b. Telstar's quotation includes only those items listed above. Requests for additions/deletions from our scope will require a change in the quoted price.
- c. Telstar assumes no responsibility for performance, applicability, compatibility, start-up, testing, or acceptance of any equipment not furnished by Telstar under this proposal.
- d. Telstar is supplying only equipment specified and noted above.
- e. Please reference the above stated quote number in all correspondence and purchase orders.

**TERMS AND CONDITIONS**

**Base Terms:** Quotation is valid for 30 days from the date of Telstar's quotation. Payment is due and payable 30 days from date of invoice. If payment is not received by the 30th day, a .05% daily service charge (18-3/4% per annum) will be charged on all accounts past due. In the event of a dispute concerning payment, attorney's fees, court costs and costs of collection will be paid to the prevailing party. The cost for permits and bonding are excluded unless expressly referenced in Telstar's quotation. Our standard insurance applies unless agreed to in writing by Telstar. Telstar's standard one year parts only warranty applies to this quotation. All other warranties, express or implied, or referenced elsewhere in contract documents are excluded, including but not limited to implied warranties of merchantability or fitness for purpose. Unless expressly stated in Telstar's estimate, this quote is based on standard straight time hours and does not include any prevailing wage rates. The price quoted herein is for the labor and materials specifically listed within the body of this quote. Service calls are charged at a 4-hour minimum per person, excluding travel time. Unless expressly stated in the quotation, training, operation and maintenance manuals, and preparation of as built drawings are excluded from Telstar's scope of work.

**Limitation of Liability:** (a) In no event shall Telstar, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of Customer, its officers, directors, members employees or any third parties for any damages. Telstar's liability for any claim whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case exceed twenty-five percent (25%) of the purchase price allocable to the Equipment, part or Services that is the subject of the claim. (b) All causes of action against Telstar Instruments arising out of or relating to this Agreement or the performance or breach hereof shall be deemed barred unless brought within one year from the date of discovery or other accrual. (c) In no event, regardless of cause, shall Telstar Instruments be liable for liquidated damages, offsets or penalties of any kind or to indemnify, defend or hold harmless Customer, its officers, directors, members, employees or any third party, arising from or related to the Equipment and/or Services provided by Telstar.

**Force Majeure:** Telstar shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Customer, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities



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from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate Telstar Instruments for such delay.

**Cancellation:** In the event of cancellation by Customer, Customer agrees to fully reimburse and compensate Telstar for all costs associated with this Quotation or subsequent order, including but not limited to engineering, labor, materials, quote and estimating time, and product return fees, plus a ten percent (10%) markup to compensate for disruption in scheduling, planned production, indirect costs and profit. Payment for cancellation shall be due within ten (10) days from the date of submission of charges by Telstar.

**Entire Agreement:** This Quotation constitutes the entire agreement between Telstar and Customer. There are no agreements, understandings, restrictions, warranties, or representations between Telstar and Customer other than those set forth herein or herein provided. This Quotation may only be amended, changed or revised by a written amendment signed by an authorized representative of Telstar. No oral or implied agreements shall be of any force or affect.

**Precedence:** In the event Telstar is issued an authorization for work, Purchase Order, Contract or similar Agreement with conflicting Terms and Conditions than those set forth herein, these Terms and Conditions will shall take precedence and shall supersede any and all other conflicting Terms and Conditions.

**Submittals:** In the event Telstar receives a Notice to Proceed or a written statement to proceed with submittals, Telstar will be entitled to compensation based on percent of completion of submittal cost to Customer. Telstar will prepare only one set of submittals, and any resubmittals shall be subject to an additional charge for engineering time and other costs in preparing re-submittals.

**Prevailing Wages:** Telstar relies upon Customer's representations as to whether this Project requires payment of prevailing wages. Customer agrees to defend, indemnify and hold Telstar harmless from and against any and all claims, actions and demands, including but not limited to payment of legal fees, fines, back pay, and any penalties or interest, associated with Customer's inaccurate representation of whether prevailing wages are required to be paid.

We look forward to working with you on this project. If you have any questions, please contact me at the phone number below.

Sincerely,

Felipe Martinez  
Electrical Engineer / IC&E Specialist  
Telstar Instruments  
(559) 584-7116



3585 E. Date Avenue  
Fresno, CA 93725  
Office (559) 498-3017  
Fax (559) 498-0292  
www.lighthouseelec.com  
Lic# 871256  
PWC# 1000024650

Scope #L7189D  
10/2111/8/2021

Mr. Tony Chavarria  
City of Mendota  
643 Quince Street  
Mendota, CA 93640

Dear Mr. Chavarria:

At this time Lighthouse Electrical Inc (LEI) is pleased to submit for your review and approval its scope to provide upgrades for (5) PLC's and (5) HMI's at (5) separate sites.

## **I. Referenced Information**

- A. (Exhibit 1) Customer provided documents.
  - 1. PLCs upgrade.xlsx.

## **II. Scope of Proposal**

- A. Water Treatment Plant.
  - 1. Upgrade (E) PLC and I/O to Allen Bradley CompactLogix.
  - 2. Upgrade (E) HMI to C-more Touchscreen.
  - 3. Replace DH+ cable with Cat6 utilizing existing conduit.
  - 4. Establish communication between new PLC and (5) existing pumps.
- B. Filtronics PLC at Water Treatment Plant.
  - 1. Upgrade (E) PLC and I/O to Allen Bradley CompactLogix.
  - 2. Replace DH+ cable with Cat6 utilizing existing conduit.
- C. Well Sites 7, 8, & 9.
  - 1. Upgrade (E) PLCs and I/O to MicroLogix 1400 PLCs and I/O.
  - 2. Upgrade (E) HMIs to C-more Touchscreens.

## **III. Materials Provided for PLC and HMI Upgrades**

- A. Control Panel Upgrades.
  - 1. (2) CompactLogix PLCs with I/O to match existing.
  - 2. (3) MicroLogix PLCs with I/O to match existing.
  - 3. (4) C-more HMI's.

## **IV. Services Provided**

- A. HMI programming consisting of:
  - 1. Convert (5) local HMI applications.
  - 2. Modify existing Wonderware SCADA application.
- B. PLC programming consisting of:
  - 1. PLC program conversion for (5) PLC's.

- C. Onsite Startup Services for upgrades:
  - 1. The cost allowance for onsite startup, debug and training of the programming provided by ICAD has been budgeted into this proposal at 50 man-hours. This does not include any overtime or off schedule hours. Any additional time beyond the budgeted man-hours will be charged at \$165 per hour, port-to-port plus travel expenses at 15% margin.
  - 2. The cost for any delays in startup due to equipment malfunctions, installation delays, project scheduling, delays in production, instrumentation by others, etc. will be in addition to this quotation.

## V. Assumptions & Qualifications

- A. LEI standard insurance will apply; the cost for additional insurance requirements will be in addition to this quote.
- B. This project quote is based on a regular schedule labor charge and does not include overtime.
- C. It is assumed that existing conduit that houses the DH+ cable is in reusable condition. No new conduit runs are included.
- D. LEI will be provided with schedules of any onsite work being performed by others to ensure adequate time to schedule its crew and work.
- E. Any changes to the reference information after the acceptance of this quote will be considered a change order.
- F. Integration provided by ICAD Automation.
- G. It is assumed there will be adequate enclosure space for the addition of the specified components within the scope of this proposal.
- H. The basis of this project is upgrading existing legacy Allen Bradley PLCs to the current platforms and converting data communications from Data Highway (DH+) to Ethernet/IP. While every effort will be made to retain the same functionality, aesthetics, and responsiveness of the converted programs and modified hardware, unforeseen variances may occur due to differences in hardware and software capabilities between the communication platforms.
- I. All engineering, programming, and screen layouts submitted to the customer for approval will be limited to 1 revision. Additional revisions will be considered a change order.
- J. Voltage verification will be completed for all LEI provided connections.
- K. If overtime is required due to customers or other trades' delays, the customer will be responsible for the overtime charges.

## VI. Not Provided

- A. Any additional services or materials.
- B. Any standby time due to equipment malfunction, project scheduling, equipment, or materials provided by others, etc. will be in addition to this quotation.
- C. Any additional system control functionality.
- D. Any field mounted sensors, switches, encoders, or other devices unless specifically listed within this quotation.
- E. Control or communication to any additional devices or controllers.
- F. Overtime.

G. Temporary Power.

H. Any work which is not normally provided by a C-10 License holder.

*This document and the information contained within are considered the intellectual property of Lighthouse Electrical, Inc. and issued in strict confidence. It shall not be copied, reproduced, or distributed without the express written permission of Lighthouse Electrical, Inc.*

We appreciate your interest in our organization and its abilities and look forward to working with you on this project. If you should have any questions or require any additional information, please do not hesitate to call.

Regards,



Stephen Redman



3585 E. Date Avenue  
 Fresno, CA 93725  
 Office (559) 498-3017  
 Fax (559) 498-0292  
 www.lighthouseelec.com  
 Lic# 871256  
 PWC# 1000024650

# FIXED PRICE QUOTATION


FIXED PRICE QUOTATION # L7189D  
 10/2111/8/2021

<b>Bill:</b>	City of Mendota 643 Quince Street Mendota, CA 93640	<b>Ship:</b>	City of Mendota 643 Quince Street Mendota, CA 93640
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Qty	Description	Unit Cost	Amount
1	Provide materials and services in accordance with Lighthouse Electrical Scope L7189D.		\$59,900
Payment Terms: 35% at acceptance (Net 30) 35% at arrival of materials (Net 30) 20% at completion of programming (Net 30) 10% at completion of scope items (Net 30)			<b>Lump-sum Total</b>  <b>\$59,900</b>

- Conditions:**
- This is a lump-sum fixed price quotation that includes any applicable sales tax.
  - This offer shall expire 30 days from the date of the proposal. The cost of tariffs may increase the estimated amount. LEI is not responsible for the increased cost directly affect by said tariffs.
  - Any standby time due to equipment malfunction, project scheduling, equipment, or materials provided by others, etc. will be in addition to this quotation.
  - All work will be performed M-F, 7 am – 3:30 pm.
  - Any buyer requested overtime will be an additional cost.
  - The existing system is expected to be correct and operable. Troubleshooting of the existing system will be in addition to this proposal.
  - Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
  - If a formal contract is required, its conditions must not deviate from this proposal without LEI's written permission.

*This quotation constitutes an offer to sell which expressly limits acceptance to the Standard Terms and Conditions which are by reference incorporated into this agreement as though fully set forth herein. Subject to approval of Buyer's credit worthiness and return of this Agreement with Buyer's signature and Purchase Order number.*

<b>Buyer:</b> City of Mendota 643 Quince Street Mendota, CA 93640	By: _____  Date: _____  PO#: _____	<b>Seller:</b> Lighthouse Electrical Inc. 3585 E. Date Ave. Fresno, CA 93725	By:  Date: 10/2111/8/2021
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# Standard Terms and Conditions:

All sales of services or materials by Lighthouse Electrical Inc. (Seller) are subject to the following terms and conditions. Seller objects to any additional or different terms contained in any documentation (including, but not limited to purchase orders or acceptance letters) submitted by Buyer. No waiver or modification of these terms and conditions shall be binding on Seller unless authorized in writing by Seller.

**SCOPE.** Seller agrees to perform for the Buyer the services described in this document. Buyer acknowledges that Seller shall perform the services based upon information furnished to Seller by the Buyer, and Seller shall be entitled to rely upon such information as being accurate and complete. Seller will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes, or regulations.

**CHANGE ORDERS.** If Buyer requests a change in the scope to be provided, Seller reserves the right to revise delivery schedules and make an equitable adjustment to the price. Any changes within the scope of services must be in writing and approved by both Seller and Buyer before implementation.

**PAYMENT TERMS.** Unless otherwise noted in this document, this offer is based upon standard industry terms of net 30. Net 45 & 60 terms are available at an increased cost.

**INSURANCE.** Unless otherwise stated in this Agreement, Seller's standard insurances will apply. If greater insurances are required, it will be at additional cost to the Buyer.

**SCHEDULING.** Any estimate of the time required to perform work listed in this Agreement is based upon a start date only after (a) approval of Buyer's creditworthiness and (b) return of Agreement with Buyer's signature and Purchase Order number. The buyer accepts that any timeline estimate given by Seller is only an estimate and is subject to change at any time without penalty to Seller.

**PAST DUE ACCOUNTS.** For the performance of the services, the Buyer shall pay Seller in the manner and at the times herein specified in this Agreement. If Buyer's account becomes past due on any project that Buyer has with Seller, Seller reserves the right to stop work immediately on all projects for Buyer until all past due invoices are paid. Seller shall not be liable for any liquidated damages or other costs incurred by the Buyer as a result of Seller's stoppage of work due to non-payment. There will be a 1-1/2% per month finance charge for all invoices which are past due.

**CONTRACT TERMINATION.** Should the Buyer fail to comply with this Agreement as set forth herein, then Seller shall have the right, after giving five days written notice to the Buyer, to terminate this Agreement. Should the Buyer wish to cancel this agreement as set forth herein, the Buyer shall provide Seller 5 days written notice. Upon termination of the Agreement by either party, the Buyer shall be obligated to pay Seller for all work executed and for any proven loss, cost, or expense in connection with the work, plus any accrued finance charges resulting from late payment of invoices, through the date of termination. Additionally, upon the termination of the Agreement by Buyer, Seller shall be entitled to a 5% cancellation fee based upon the initial contract price and added to any other charges presented to Buyer. Upon receipt of such payment in full, Seller shall release to the Buyer all materials, programming, and documentation completed to the date of termination of this Agreement.

**WARRANTY.** Seller's liability under this agreement shall be limited to re-performing only those deficient engineering or programming services which a) result from Seller's negligence or willful misconduct, and b) are reported in writing to Seller within one (1) year from date of completion of the services hereunder. Under no circumstances shall Seller be liable to Buyer for any consequential or incidental damages, including, but not limited to loss of use or loss of profit. Any change to Seller's design or programming by the Buyer will void and nullify all warranty. Buyer agrees to pay Seller's standard overtime rates for any warranty work performed outside the normal business hours of M-F, 8-5. Seller shall not be required to perform any warranty work if the Buyer's account with Seller becomes past due.

**EQUIPMENT WARRANTIES.** Seller will use its best effort to obtain applicable warranties from all equipment manufacturers for equipment provided by Seller to the Buyer and will transfer all such warranties directly to Buyer. The Buyer's only recourse shall be under such manufacturers' warranties. Buyer acknowledges that Seller is supplying such equipment without warranty, either implied or expressed.

**NO SOLICITATION OR HIRING.** Buyer shall not solicit for employment any person employed by Seller, for a period of one year after completion of this work. Should Buyer hire a Seller employee within one year of completion of this work, Buyer agrees to pay Seller an amount equal to one times the employee's annualized salary.

**INTELLECTUAL PROPERTY.** All documents (including, but not limited to, proposals, price sheets, drawings, and specifications), software and other information or inventions prepared or disclosed by Seller shall remain the sole intellectual property of the Seller. Following acceptance and final payment, Seller shall grant Buyer a non-transferable, non-exclusive license to use such materials for the Buyer's internal purposes only.

**ATTORNEY'S FEES.** If there is any action or legal proceeding of any kind to enforce or interpret any provision of this Agreement, the unsuccessful party to such proceeding or action shall pay the prevailing party all costs and expenses including reasonable attorney's fees and costs incurred by such prevailing party, whether or not such action or legal proceeding proceeds to a judgment.

**INDEMNITY.** Buyer will defend, indemnify, and hold Seller harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the services and materials by Seller under this Agreement, including claims related to Seller's use of Buyer supplied drawings, measurements, data, or any other information provided by Buyer that is used in supplying materials or services. However, in no event shall Buyer be liable under this provision for claims arising out of the sole negligence or willful misconduct of Seller. In no event shall the total cumulative aggregate liability of Seller resulting from, arising out of or in connection with this Agreement or the provision of the services and materials by Seller under this Agreement exceed the coverage available under any standard insurance policy Seller has in place which applies to this Agreement, or, in the event no insurance coverage is available, the value of the particular services and materials upon which the claim or damage is based, regardless of the legal or equitable theory upon which the claim or damage is based.

**THIRD-PARTY BENEFICIARIES.** Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against Seller. Seller's services and materials are being supplied solely for Buyer's benefit, and no party or entity shall have any claim against Seller because of this Agreement, or the performance or nonperformance of the services and materials supplied under this Agreement.

**INDEPENDENT CONTRACTORS.** Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

**ENTIRE AGREEMENT.** This Agreement represents the entire and integrated contract between Buyer and Seller and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by a written instrument signed by both Buyer and Seller.

**CHOICE OF LAW/VENUE.** California law shall govern the terms of this Agreement. In any dispute over this Agreement, the venue will be Fresno County, California.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, CA 95826.

**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 AGREEMENT WITH LIGHTHOUSE  
ELECTRICAL, INC. FOR THE WATER PLANT  
PROGRAMMABLE LOGIC CONTROLLERS  
UPGRADES**

**RESOLUTION NO. 21-96**

**WHEREAS**, the Water Treatment Plant uses Programmable Logic Controllers (“PLC”) as a means to send, receive, and process vital information; and

**WHEREAS**, the Water Treatment Plant and Wells are currently equipped with Allen Bradley SLC 5/04 which are no longer produced and slower than the newer Allen Bradley Compact Logix, which can handle more traffic at faster speeds; and

**WHEREAS**, operations staff has experienced communication issues with our current PLC’s which cause issues with sustaining continuous distribution system pressure; and

**WHEREAS**, as part of the project, the five (5) booster pumps will be hardwired to the new PLC and the device net modules will be removed to improve communication with less interruption to the PLC; and

**WHEREAS**, the PLCs to be replaced are the Main PLC, Filtronics PLC, Well #7 PLC, Well #8 PLC, and Well #9 PLC; and

**WHEREAS**, staff requested proposals from three different local suppliers, two of which were responsive, and Lighthouse Electrical, Inc. was the lowest responsible bidder.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Council approves the agreement and authorizes the City Manager to execute all necessary documents for Lighthouse Electrical, Inc. to proceed with the Water Plant PLC Upgrades.

\_\_\_\_\_  
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 14<sup>th</sup> day of December, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** AUTHORIZING THE EXECUTION OF A LICENSING AGREEMENT WITH GOVINVEST SOFTWARE FOR TRANSPARENT SOLUTIONS FOR PENSION, LABOR COSTING, AND FINANCIAL MODELING  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-97, authorizing the execution of a licensing agreement with GovInvest Software for transparent solutions for pension, labor costing, and financial modeling?

**BACKGROUND**

GovInvest Software (“GovInvest”) is a cloud-based software that provides actuarial valuations and expert consulting to assist government agencies to predict the impacts of pension plans, post-employment benefits, labor costing, and financial modeling. This software program uses real time data and quickly translates actuarial analysis to allow management staff and elected officials to make informed decisions concerning employees’ benefits, including their long-term impacts. GovInvest software is a proprietary product that does not have a present competitor.

**ANALYSIS**

Staff has considered the need and value of GovInvest and has concluded that the product will provide user-friendly, real-time information for understanding the implications ranging from hiring decisions to pension obligations. Further, this product will be an effective tool in labor negotiations as it will provide the implications, from the proposed/requested items, on the budget in the short and long term.

One of the biggest concerns regarding pensions for all participating public agencies is the unfunded liability. Before the 2008 downturn in the economy, pension plans had adequate funding to pay benefits to current and future employees. However, after the stock market dropped, many pension plans were facing a major gap between benefits that were owed to current and future retirees compared to the amount of money the plan had to meet their responsibilities. This gap is referred to as the “unfunded liability”. If one of the many goals of the City Council is to research if all full-time employees will be able to participate in the City’s CalPERS program in the future, and to determine we are fiscally able to, then we should start to plan a strategy on how we are going to achieve that goal. GovInvest is a great tool that provides transparency in the process of researching and understanding of the impacts of compensation decisions and the allocation of City funds. Staff will be able to develop a long-term plan to

address the City's unfunded liabilities in pension obligations and utilize the new technology to improve the City's operations.

The labor costing and financial modeling modules will assist in the City's operations with minimizing budget preparation time, reducing manual operations, and providing long-term financial forecasting. The budget preparation is a tedious and lengthy process for all departments. With GovInvest, staff will be able to run multiple scenarios in the software to better analysis the potential outcomes and be able to show the long-term effects, if any, on the City's finances. Challenges that staff have faced in the past is presenting the cost analysis of labor negotiations, pensions, and other expenditures in a concise manner to the City Council. The challenges are not from being uninformed or uneducated, but instead from trying to simply the complex data into a comprehensible report in a timely manner. This program will allow staff to provide complex data into a simplified format that is easily to understand.

The annual services will include monthly webinars with public finance experts, hands on personal support with dedicated support members, new features, and system data updates. Staff will be able to provide budget-to-actual reports, project retirement costs on proposals, and analyze bargaining units long term costs and the effects of agreeing to any proposals received.

GovInvest has provided a sole source letter stating there is no other vendor that develops and distributes similar software applications which have the same functionality as the pension, other post-employment benefits and labor costing platforms. No other company develops or distributes comparable software products. All products must be purchased directly from GovInvest.

**FISCAL IMPACT**

\$13,000.00. General, Water, and Sewer Fund for this current fiscal year; Year 1 of the 3-year agreement with 5% annual increase.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 21-97, authorizing the execution of a licensing agreement with GovInvest Software for transparent solutions for pension, labor costing, and financial modeling.

**Attachment(s):**

1. Sole Proprietor Letter
2. Resolution No. 21-97
3. Exhibit A - GovInvest Licensing Agreement

Re: Sole Source Letter

To: Cristian Gonzalez, City Manager  
City of Mendota, CA

Dear Cristian and the Mendota Team,

This letter serves as a sole source document for products developed by GovInvest Inc.

This letter confirms as owners and developers that the software suite including the Total Liability Calculator software application that features Pension and Retiree Health (OPEB) plan information as well as the Labor Costing Module are distributed solely GovInvest. No other vendor develops and distributes similar software applications which have the same functionality as the Pension, OPEB and Labor Costing platforms.

The Total Liability Calculator of GovInvest presents Pension and OPEB in separate modules using census data and plan information on a cloud-based platform to instantly reflect changes in assumptions and plan experience. The actuarial software technology was developed as a software as a service in the commercial, state, and local government marketplace.

The Labor Costing module presents a custom dashboard that instantly costs out proposals by bargaining unit down to the individual employee level. The software analyzes all employee costs by every type of pay and benefit package alongside census information to provide interactive visualizations and reporting to better understand the fiscal impact of a proposal down to the department level, job type, fund and other reporting demographics during costing and negotiations or budgeting. The software also streamlines operations and validates costing at the bargaining table by creating transparency and understanding as well as effective position budgeting and benchmarking against comparable agencies.

No division of GovInvest Inc., nor any other company, develops and distributes comparable software products with the same functionality as the GovInvest Total Liability Calculator or the Labor Costing Module. There are no other agents or dealers authorized to represent these products or our technology solutions. These products must be purchased directly from GovInvest.

Please let me know if you need further details.

Sincerely,



Ted Price  
CEO, Co-founder  
GovInvest Inc.

3625 Del Amo Blvd., Suite 200  
Torrance, CA 90503

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**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 EXECUTION OF A LICENSING  
AGREEMENT WITH GOVINVEST SOFTWARE  
FOR TRANSPARENT SOLUTIONS FOR  
PENSION, LABOR COSTING, AND FINANCIAL  
MODELING**

**RESOLUTION NO. 21-97**

**WHEREAS**, GovInvest is the sole source owner and developers of the software suite including the Total Liability Calculator that features Pension, Retiree Health, Labor Costing platforms, and financial modeling; and

**WHEREAS**, the City will be able to be efficient and transparent in communicating complex tables with interactive visuals and continuous forecasting with the pension, labor costing, and financial modeling; and

**WHEREAS**, the GovInvest software will be beneficial to the City's fiscal management which will assist with making important decisions using short and long-term financial forecasting and budget to actual presentation.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City Manager or his designee are authorized to execute a licensing agreement with GovInvest Software for transparent solutions for pension, labor costing, and financial modeling in substantially the form attached hereto as Exhibit A.

\_\_\_\_\_  
Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14<sup>th</sup> day of December, 2021, by the following vote:

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

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

## Exhibit A



# SaaS Licensing Agreement



Attention: City of Mendota, CA

Prepared by: Nadia James

December 6<sup>th</sup>, 2021

## MASTER SERVICE AGREEMENT

This Master SaaS Services Agreement (“Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Effective Date”) between GovInvest, Inc. (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates each Summary of Services and Implementation, the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation or similar form, even if signed by the parties before or after the date hereof.

### GovInvest Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### City of Mendota

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

### TERMS AND CONDITIONS

#### 1. SAAS SERVICES AND SUPPORT

- 1.1 Company shall provide the services identified in the Services section of each Summary of Services and Implementation (as defined below) attached to this Agreement (the “Services”)
- 1.2 Customer and Company shall mutually agree upon the Services to be performed by Company under this Agreement in a written summary of services and implementation (each, a “Summary of Services and Implementation”), in the form attached hereto as Exhibit A. Each Summary of Services and Implementation shall be attached to this Agreement as a sequentially numbered exhibit, and shall expressly be deemed incorporated into this Agreement and subject to all the terms and conditions set forth herein, except as otherwise set forth in the applicable Summary of Services and Implementation. In the event of any conflict between this Agreement and a Services and Implementation, such Services and Implementation shall govern.
- 1.3 The initial Summary of Services and Implementation is hereto as Schedule 1.
- 1.4 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative username and password for Customer’s account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.
- 1.5 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit C.

#### 2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1 Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services (“Software”); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted in writing by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

- 2.2 Further, Customer shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.
- 2.3 We utilize Microsoft Power BI to provide you certain aspects of the Services. Customer is responsible for its compliance with the Microsoft Online Services Terms that apply to the Power BI product, available at <https://www.microsoft.com/en-us/licensing/product-licensing/products>.
- 2.4 Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Customer's failure to comply with the terms of this Agreement or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Customer's use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.
- 2.5 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

### 3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data ("Customer Data") provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The

- Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.
- 3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Customer's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.
- 3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.
4. **PAYMENT OF FEES**
- 4.1 Customer will pay Company the then applicable fees described in the applicable Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth in the applicable Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.
- 4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.
- 4.3 Services may be provided outside the scope encompassed within the applicable "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at \$600/hour for executive-level work, \$425/hour for FSA-level work, \$300/hour for ASA-level work, \$200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Customer.
- 4.4 Company will charge additional fees, which are set at \$250/hour, if, after the Effective Date, Customer: (i) changes its actuarial assumptions provided to Company, (ii) changes actuaries, (iii) provides Company with data that differs from the initial data provided by Customer to the Company, (iv) changes benefit structures, (v) adds additional tiers to its benefits plan, or (vi) merges with another plan.

- 4.5 Company may incur business license fees that are mandated by Customer. Customer agrees to reimburse Company for said fees.
- 4.6 Company may incur costs for adding Customer as additional insured to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.
- 4.7 Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

5. **TERM AND TERMINATION**

- 5.1 Subject to Section 5.3, this Agreement shall commence on the Effective Date and continue for one (1) year ("Initial Term"), and thereafter shall renew for successive additional one (1) year renewal terms (each a "Renewal Term"), unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew. The Initial Term and any Renewal Terms are collectively referred to herein as the "Term."
- 5.2 Each Summary of Services and Implementation shall be effective upon the date set forth in such Summary of Services and Implementation and continue the end of the then current Term, and thereafter shall renew for successive additional one (1) year renewal terms, unless either party to this Agreement notifies the other in writing at least thirty (30) days prior to the end of the then-current Term that it does not wish to so renew.
- 5.3 In addition to any other remedies it may have, either party may terminate this Agreement and/or any Summary of Services and Implementation upon thirty (30) days written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement or such Summary of Services and Implementation. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement and the Summary of Services and Implementation which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **WARRANTY AND DISCLAIMER**

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit D. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. **INDEMNITY**

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings

related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. **LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **MISCELLANEOUS**

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this

Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

**EXHIBIT A**  
**Summary of Services and Implementation**

This Summary of Services and Implementation (this “SSI”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, between GovInvest, Inc. (“Company”), and the Customer listed below, pursuant to the terms of that certain Master Services Agreement, dated as of \_\_\_\_ day of \_\_\_\_\_, 2021 (the “Agreement”), by and between Company and Customer.

**Customer:**

Cristian Gonzalez, City Manager  
643 Quince St.  
Mendota, CA 93640  
cristian@cityofmendota.com  
(559) 655-4298

**Services:**

Service Capacity: Use of the Standard Pension Module, Labor Costing Module and the Financial Modeling Module of the Total Liability Calculator (the “Service(s)”).

Term: \_\_\_\_ Year(s).

Service Fees:

Pension Module: \$4,334 per year  
Labor Costing Module: \$4,333 per year,  
Financial Modeling Module: \$4.333 per year

Annual fee will increase by the greater of the US CPI or 5% each consecutive year, and payable in advance subject to the terms of Section 4 herein.

**Implementation Services:**

Company will use commercially reasonable efforts to provide Customer the services described in accordance with the terms herein, and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Pension Module (One-Time): WAIVED  
Labor Costing Module (One-Time): WAIVED  
Financial Modeling Module (One-Time): WAIVED

**General:**

The terms and conditions of this SSI are hereby incorporated into and made a part of the Agreement. All waivers and modifications in this SSI must be in a writing signed by both parties, except as otherwise provided in the Agreement.



IN WITNESS WHEREOF, this Summary of Services and Implementation has been executed and delivered by the parties hereto by their duly authorized officers as of the date first set forth above.

GOVINVEST INC.:

City of Mendota, CA

By: \_\_\_\_\_  
Name:  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**Exhibit B**  
**Service Level Terms**

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Customer 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

**EXHIBIT C**  
**Support Terms**

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays (“Support Hours”).

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing [support@govinvest.com](mailto:support@govinvest.com).

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

**EXHIBIT D**  
**Disclaimer of Software Analysis**

Company will use census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. Company will rely on this information without audit. Company does not set actuarial assumptions.

Company will provide software with financially sound projections and analysis, but does not guarantee compliance with actuarial standards for funding and accounting purposes under Government Accounting Standards Board or Generally Accepted Accounting Principles.

The software will not be prepared in accordance with the actuarial standards of practice or actuarial compliance guidelines as promulgated by the American Academy of Actuaries nor will outputs constitute a Statement of Actuarial Opinion. Software results are not suitable for financial reporting purposes.

While the software is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** KEVIN W. SMITH, CHIEF OF POLICE  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING THE AGREEMENT WITH THE COUNTY OF FRESNO FOR LAW ENFORCEMENT DISPATCH SERVICES/9-1-1 ANSWERING RESPONSIBILITIES  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-98, approving the agreement with the County of Fresno for law enforcement dispatch services/9-1-1 answering responsibilities?

**BACKGROUND**

Since the inception of the Mendota Police Department in 2009 the City of Mendota has contracted with the City of Firebaugh Police Department for Dispatch Services.

**ANALYSIS**

In 2021 the Mendota Police Department expressed an interest in contracting Dispatch Services through the Fresno County Sheriff's Office. Although the City of Firebaugh has provided dispatch services to the best of their ability their dispatchers are not adequately trained, and they are not certified through the Peace Officers Standards of Training (P.O.S.T.). The Fresno County Sheriff's Dispatchers receive extensive training and are staffed to provide much more information and services to our Police Officers and the citizens we serve. They also can respond timelier to our officers once they receive sensitive or critical information through the Computer Aided Dispatch System (CAD). This will only enhance the safety of our Police Officers.

**FISCAL IMPACT**

The current contract between the City of Firebaugh and the city of Mendota for Dispatch Services is \$154,350.00 annually and is due to go up on January 1, 2022, by 5% tallying \$162,675.00 annually or \$13,556.25 per month. The cost for Firebaugh's Dispatch Services has gone up significantly over the past 4 years.

The Fresno County Sheriff's Office Dispatch contract is based on the 2020 State Department of Finance certified population estimate at \$15.75 per citizen of the City of Mendota. As of January 1, 2021) = 11,225 (12,448 – 1,223 the Federal Bureau of Prisons) 2021-22 Monthly Charge = (\$15.75/resident x 11,225 residents)/12 months = \$14,732.81 per month or remaining FY 2021-22 of 4 months \$14,732.81 x 4 = \$58,931).

In contracting services with the Fresno County Sheriff's Office for Dispatch Services the cost to the City will go up by approximately \$1,176.56 per month. Twenty percent of this amount will come out of the water and sewer funds. This increase was budgeted for during the 2021-2022 approval of

the city's fiscal budget.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 21-98, approving the agreement with the County of Fresno for law enforcement dispatch services/9-1-1 answering responsibilities.

**Attachment(s)**

1. Resolution No. 21-98
2. Agreement with Fresno County

**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 AGREEMENT WITH THE COUNTY OF  
FRESNO FOR LAW ENFORCEMENT  
DISPATCH SERVICES/9-1-1 ANSWERING  
RESPONSIBILITIES**

**RESOLUTION NO. 21-98**

**WHEREAS**, the City of Mendota's ("City") Police Department desires to secure law enforcement dispatch services/9-1-1 answering responsibilities for the City from Fresno County ("County"), through the Fresno County Sheriff-Coroner-Public Administrator's Office ("Sheriff's Office"), within City's boundaries; and

**WHEREAS**, the County of Fresno, through its Sheriff's Office, can provide such services to the City; and

**WHEREAS**, the County agrees to provide such law enforcement dispatch services/9-1-1 answering responsibilities for City within the City's boundaries, according to the terms and conditions set forth in the Contract Agreement attached hereto as Exhibit A, and City agrees to pay County the cost of performing such services at the rates and under the terms and conditions set forth therein.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City approves the contract agreement with the County and authorizes the City Manager or his designee to execute the contract for Dispatch Services through the Fresno County Sheriff's Office in substantially the form attached hereto as Exhibit A.

\_\_\_\_\_  
Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 14<sup>th</sup> day of December, 2021, by the following vote:

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

\_\_\_\_\_  
Celeste Cabrera-Garcia, City Clerk

## Exhibit A



1 **A G R E E M E N T**

2  
3 THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of January, 2022, by  
4 and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter  
5 referred to as "COUNTY", and CITY OF MENDOTA, a municipal corporation, whose address is 1000  
6 Airport Blvd, Bldg A, Mendota, CA, 99640, hereinafter referred to as "CITY". COUNTY and CITY may be  
7 collectively referred to herein as "Parties" or in the singular as "Party."

8 W I T N E S S E T H:

9 WHEREAS, CITY desires to secure law enforcement dispatch services/9-1-1 answering  
10 responsibilities for CITY from COUNTY, through the Fresno County Sheriff-Coroner-Public Administrator's  
11 Office ("Sheriff's Office"), within CITY's boundaries;

12 WHEREAS, COUNTY, through its Sheriff's Office, can provide such services to CITY;

13 WHEREAS, COUNTY agrees to provide such law enforcement dispatch services/9-1-1 answering  
14 responsibilities for CITY within the CITY's boundaries, according to the terms and conditions set forth in this  
15 Agreement, and CITY agrees to pay COUNTY the cost of performing such services at the rates and under  
16 the terms and conditions herein set forth.

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

19 1. SERVICES PROVIDED BY COUNTY

20 A. Law Enforcement Dispatch Services: COUNTY agrees its Sheriff's Office will  
21 provide training to CITY's police personnel in the use of the Sheriff's Office's radio procedures and  
22 language as deemed necessary by the parties. This training shall cover the computer priority system,  
23 uniformity of dispositions, and radio language and discipline.

24 B. COUNTY agrees, through its Sheriff's Office, to receive phone calls at the  
25 Sheriff's Office's communications center for requests to dispatch CITY's police department personnel for  
26 the purpose of providing law enforcement services. The Sheriff's Office shall dispatch CITY's police  
27 department personnel in response to such requests. The dispatching services provided under this  
28 Agreement do not include, and the Sheriff's Office will not be responsible for providing, any dispatch

1 services for requests for emergency medical services or fire suppression services. Phone calls the  
2 Sheriff's Office receives requesting emergency medical services or fire suppression services within  
3 CITY boundaries shall be transferred to the emergency medical services dispatching center.

4 C. The performance of law enforcement dispatch/9-1-1 answering responsibilities for  
5 CITY by COUNTY Sheriff's Office, including the standards of performance, the discipline of officers, and  
6 all other matters incident to the performance of law enforcement services and the control of COUNTY's  
7 law enforcement personnel, shall be the right and responsibility of COUNTY. In the event of any dispute  
8 between the parties as to the extent and duties and functions to be provided under this Agreement, or  
9 the minimum level or manner of such performance of such services, the determination made by  
10 COUNTY, through its Sheriff's Office, shall be final and conclusive.

11 2. OBLIGATIONS OF THE CITY

12 A. CITY agrees to convert the radios in its police vehicles to such frequencies as  
13 required by the Sheriff's Office's communications system. CITY shall also place radios in its police  
14 vehicles that have a primary and secondary channeling ability, as determined by the Sheriff's Office, for  
15 the purpose of ensuring reasonable communications backup.

16 B. CITY's police personnel shall use an alpha-numerical identifier system as  
17 determined by the Sheriff's Office, and CITY assumes responsibility for keeping the Sheriff's Office  
18 communications system secure as required by law.

19 C. CITY agrees that its personnel shall comply with the Sheriff's Office radio  
20 procedures, and that it shall hold its employees accountable for failing to comply with such radio  
21 procedures.

22 D. CITY shall timely pay COUNTY for services provided under this Agreement, as  
23 described in Section 5, "COMPENSATION/INVOICING," of this Agreement.

24 3. TERM

25 The initial term ("Initial Term") of this Agreement shall be for a period of three (3) years,  
26 commencing on March 1, 2022, and ending on June 30, 2024. This Agreement may be extended for two  
27 (2) additional consecutive twelve (12) month periods upon written approval of both parties no later than  
28 thirty (30) days prior to the first day of the next twelve (12) month extension period. The County Sheriff or

1 her or his designee ("Sheriff") is authorized to execute such written approval on behalf of COUNTY based  
2 on CITY's satisfactory performance of its obligations hereunder.

3 4. TERMINATION

4 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
5 provided hereunder, are contingent on the approval of funds by the appropriating government agency of  
6 COUNTY. Should sufficient funds not be allocated, the services provided may be modified, or this  
7 Agreement terminated, at any time by giving CITY thirty (30) days advance written notice.

8 B. Breach of Contract - COUNTY may immediately suspend or terminate this  
9 Agreement in whole or in part, where in the determination of COUNTY there is:

- 10 1) An illegal or improper use of funds;
- 11 2) A failure to comply with any term of this Agreement;
- 12 3) A substantially incorrect or incomplete report submitted to COUNTY;
- 13 4) Any delay in payment by CITY.

14 CITY may immediately suspend or terminate this Agreement, in whole or in part, where, in the  
15 determination of CITY, this is:

- 16 1) An illegal or improper use of funds;
- 17 2) A failure to comply with any term of this Agreement;
- 18 3) A substantially incorrect or incomplete report submitted to CITY;

19 C. Without Cause - Under circumstances other than those set forth above, this  
20 Agreement may be terminated by COUNTY or CITY upon the giving of thirty (30) days advance written  
21 notice of an intention to terminate to the other Party to this Agreement.

22 5. COMPENSATION/INVOICING:

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1           A.       CITY shall pay to COUNTY, on a monthly basis, compensation for performing the  
2 services under this Agreement, at the applicable rate for such services, and the methodology for  
3 determining such compensation as set forth in Exhibit A, attached and incorporated by this reference. CITY  
4 will compensate COUNTY for performing the dispatching services under this Agreement, to be paid over  
5 twelve payments for that Fiscal Year, and COUNTY shall invoice CITY monthly for the previous month's  
6 services.

7           B.       The parties recognize and agree that the monthly compensation due to COUNTY for  
8 services rendered under this Agreement may be updated from time to time based upon changes to the "per  
9 resident charge" and "population estimate minus the population from the Federal Bureau of Prisons" figures  
10 in Exhibit A. COUNTY shall provide CITY with written notice of charges to the monthly compensation due to  
11 COUNTY. Such notice shall be given in March of 2023 and March of 2024, and yearly thereafter during the  
12 term of this Agreement. Upon CITY's approval of the changes to the monthly compensation due to  
13 COUNTY due to changes to the "per resident charge" and "population estimate" figures, the new monthly  
14 compensation amount shall be effective July 1<sup>st</sup> of the same year notice of the change was given by  
15 COUNTY.

16           C.       As indicated in Exhibit A, the rate specified per resident (Dispatcher Per Capita) to  
17 be charged by COUNTY, and subsequently paid by CITY, are the rates set forth in the County's Master  
18 Schedule of Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), for performing the  
19 dispatching services under this Agreement. The parties agree that if, and when, the Master of Schedule of  
20 Fees, Charges, and Recovered Costs, Section 2609, subdivision (d), is amended, changed, or revised, in  
21 any way that changes the rates being charged for the services identified in this Agreement, the new rates  
22 shall be charged by COUNTY, and paid by CITY, for any services provided pursuant to this Agreement,  
23 from the date of amendment, change, or revision, going forward. The parties further agree that in such an  
24 event, such amended, changed, or revised rate will automatically, and without any notice to CITY, be  
25 incorporated into this Agreement, replacing any contrary or conflicting rate, from the effective date of the  
26 amendment, change, or revision in the rate(s). The parties acknowledge that COUNTY's Master Schedule  
27 of Fees, Charges, and Recovered Costs is subject to change.

28           D.       The total compensation paid to COUNTY for the Initial Term of this Agreement shall

1 not exceed \$467,324. In the event this Agreement is extended for a fourth year, the maximum  
2 compensation payable for the four-year term shall not exceed \$702,636. In the event this Agreement is  
3 extended for a fifth year, the maximum compensation payable for the five-year term shall not exceed  
4 \$961,480.

5 E. COUNTY shall submit monthly invoices to CITY, and CITY shall pay COUNTY  
6 within thirty (30) calendar days of receipt of any such invoice. At the expiration or termination of this  
7 Agreement, COUNTY may, in the discretion of the Sheriff's Office, submit a final invoice for all amounts  
8 then unpaid, including any remaining, unpaid portion of law enforcement dispatch services, and CITY shall  
9 pay the full amount of this invoice within thirty (30) days of receipt thereof. Any payment made more than  
10 30 days after receipt of an invoice may result in termination of this Agreement, or service reduction, in the  
11 sole discretion of the Sheriff's Office; in such an event, CITY agrees that it shall not have any penalty or  
12 recourse against COUNTY.

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

21 CITY and COUNTY shall comply with all applicable provisions of law and the rules and regulations,  
22 if any, of governmental authorities having jurisdiction over matters the subject thereof.

23 The Parties shall be solely liable and responsible for providing to, or on behalf of, their employees  
24 all legally-required employee benefits. In addition, Parties shall be solely responsible and save the other  
25 Party harmless from all matters relating to payment of each Party's employees, including compliance with  
26 Social Security withholding and all other regulations governing such matters.

27 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the  
28 written consent of all the parties without, in any way, affecting the remainder.

1           8.     NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
2 nor their rights or duties under this Agreement without the prior written consent of the other party.

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

11 COUNTY agrees to indemnify, save, hold harmless and, at CITY's request, defend CITY, its officers,  
12 agents and employees from any and all costs and expenses, (including attorney's fees and costs),  
13 damages, liabilities, claims, and losses occurring or resulting to CITY in connection with the performance,  
14 or failure to perform by COUNTY, its officers, agent, or employees under this Agreement and from any and  
15 all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses  
16 occurring or resulting to any person, firm, or corporation who may be injured or damaged by the  
17 performance, or failure to perform, of COUNTY, its officers, agents, or employees under this Agreement.

18           In the event of concurrent negligence on the part of Parties, including any of its Boards, officials,  
19 officers, directors, agents, employees or volunteers, the liability for any and all such claims, demands and  
20 actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be  
21 apportioned under the State of California's theory of comparative negligence as presently established or as  
22 may be modified hereafter.

23           The provisions of this Section 9 shall survive termination of this Agreement.

24           10.    INSURANCE

25           Without limiting the indemnification of each party as stated herein, it is understood and agreed that  
26 the Parties shall each maintain, at their sole expense, insurance policies or self-insurance programs  
27 including, but not limited to, an insurance pooling arrangement and/or Joint Powers Agreement to fund their  
28 respective liabilities including general liability, automotive liability, professional, cyber and workers'

1 compensation. Evidence of Insurance, e.g., Certificates of Insurance or other similar documentation, shall  
2 be provided at the request of either party under this Agreement. Each party shall provide a Waiver of  
3 Subrogation under the Worker's Compensation policy in favor of the other party.

4 11. AUDITS AND INSPECTIONS: COUNTY shall at any time during business hours, and as  
5 often as CITY may deem necessary, make available to CITY for examination all of its records and data with  
6 respect to the matters covered by this Agreement. COUNTY shall, upon request by CITY, permit CITY to  
7 audit and inspect all of such records and data necessary to ensure COUNTY'S compliance with the terms  
8 of this Agreement.

9 If this Agreement exceeds ten thousand dollars (\$10,000.00), COUNTY and CITY shall be subject  
10 to the examination and audit of the California State Auditor for a period of three (3) years after final payment  
11 under contract (Government Code Section 8546.7).

12 12. NOTICES: The persons and their addresses having authority to give and receive notices  
13 under this Agreement include the following:

14 COUNTY

15 Fresno County Sheriff Captain  
16 P.O. Box 1788  
17 Fresno, CA 93717  
18 FAX No.: 559-488-3699

CITY

15 Chief of Police  
16 Mendota Police Department  
17 1000 Airport Blvd, Bldg A  
18 Mendota, CA 93640  
19 PHONE No.: 559-655-4298 ext 114

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

1 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
2 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
3 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
4 beginning with section 810).

5 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
6 only be in Fresno County, California.

7 The rights and obligations of the parties and all interpretation and performance of this Agreement  
8 shall be governed in all respects by the laws of the State of California.

9 14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between CITY  
10 and COUNTY with respect to the subject matter hereof, and supersedes all previous Agreement  
11 negotiations, proposals, commitments, writings, advertisements, publications, and understanding of any  
12 nature whatsoever, unless expressly included in this Agreement.

13 15. COUNTERPARTS: This Agreement may be executed in any number of counterparts, each  
14 of which shall be deemed an original, but all of which together shall constitute one and the same  
15 Agreement, binding on the Parties according to its terms and conditions.



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

3  
4 **CITY OF MENDOTA**

**COUNTY OF FRESNO**

5 \_\_\_\_\_  
6 (Authorized Signature)

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

7 \_\_\_\_\_  
8 Print Name & Title

9 \_\_\_\_\_  
10 1000 Airport Blvd, Bldg A  
11 Mendota, CA 93640

12 \_\_\_\_\_  
13 Mailing Address

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

14  
15  
16 By: \_\_\_\_\_  
17 Deputy

18 **FOR ACCOUNTING USE ONLY:**

19 **ORG: 31113320**

20 **Account: 4975**

21 **Fund: 0001**

22 **Subclass: 10000**  
23  
24  
25  
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27  
28

1 City of Mendota

2 Sheriff-Coroner-Public Administrator, County of Fresno

3 "Exhibit A"

4 CITY agrees to pay COUNTY for the performance of law enforcement dispatch services/9-1-1 answering  
5 responsibilities as follows:

- 6 • COUNTY agrees to perform contracted services for CITY at the rate specified below per resident of  
7 CITY minus the population from the Federal Bureau of Prisons (as determined by the State  
8 Department of Finance certified population estimated as of January 1<sup>st</sup> of that year) until such time  
9 as the rate is updated pursuant to Section 5, "COMPENSATION/INVOICING," of this Agreement.  
10 Under this Agreement, COUNTY's cost recovery will be 100%, at the then-current rate (i.e. the rate  
11 listed at the time the service is provided) listed in the Master Schedule of Fees, Charges, and  
12 Recovered Costs, Section 2609, subdivision (a), at the Dispatcher Per Capita rate, per hour. CITY  
13 acknowledges that these rates are subject to change, as delineated in the Agreement. The total  
14 amount of the Law Enforcement Dispatch Services to be provided and paid for, and the manner of  
15 invoicing, is described in Section 5 of the Agreement.

16  
17 Monthly Charge for FY 2021-22 (July 1, 2021 – June 30, 2022) (hereinafter the "July 1, 2022 – June 30,  
18 2023 Monthly Charge") will be the following:

19  
20 The methodology to calculate these amounts is as follows:

21 Per-resident charge = \$15.75 (100% of \$15.75 per resident)

22 Number of residents in CITY (as determined by State Department of Finance certified population estimate  
23 as of January 1, 2021) = 11,225 (12,448 – 1,223 the Federal Bureau of Prisons)

24 2021-22 Monthly Charge = (\$15.75/resident x 11,225 residents)/12 months =

25 \$14,732.81/month Effective March 1, 2022 (starting from the effective date March 1, 2022 through June 30,  
26 2022 for the remaining FY 2021-22 of 4 months \$14,732.81 x 4 = \$58,931)

27  
28 The monthly charge during the rest of the term following the end of FY 2021-22 (July 1, 2021 – June 30,

2022) (after the current rates above) will be determined upon approval of the MSF rate, as set forth in the COUNTY's Master Schedule of Fees, Charges, and Recovered Costs, and total number of residents in CITY of that year (pursuant to the calculation described above) for the term of this Agreement.

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** EMERGENCY STREET SWEEPER PURCHASE  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Shall the City Council adopt Resolution No. 21-99, approving the purchase of a new street sweeper?

**BACKGROUND**

The City of Mendota is responsible for street sweeping all streets within its city limits. This includes sections of highways 180 and 33 as well, per an agreement with California Department of Transportation (CALTRANS). In 2014 the City obtained a street sweeper through a CMAQ (congested mitigation air quality) grant. The sweeper is CNG (compressed natural gas) and uses a regenerative air (vacuum) system. The sweeper is currently still operational; however, it continues to break down monthly becoming more and more unreliable. Recently, the City had to rent a sweeper to comply with its sweeping responsibilities, but at a costly rate. Today's economy and supplies issues have impacted the availability of rentable sweepers, and even worse with purchasable sweepers. All companies have taken a stand that they will not bid a new sweeper that has not been built because they cannot guarantee a price due the abnormal supply environment.

**ANALYSIS**

The City cannot commit to a sweeping schedule with its current street sweeper due to its condition. Having a second sweeper, one that is a broom style sweeper would provide the flexibility to ensure that sweeping schedules and responsibilities are met. The broom style sweeper would provide more versatility for the operator providing a cleaner looking street. Staff reached out to several vendors to explore purchasing a used unit, but none of them have enough inventory to sell their renal units. In fact, they don't have any new sweepers either and will not commit to any purchase orders due to the uncertainty of supplies. Luckily for Mendota, Municipal Maintenance Equipment ("MME") has a new sweeper that was part of a two-sweeper purchase order from a client that ended up only purchasing one sweeper. It is currently a first come first serve for the sweeper, so time is of essence.

**FISCAL IMPACT**

The fiscal impact would be \$296,941.75 to the street and sewer fund.

**RECOMMENDATION**

Since vendors cannot provide quotes for sweepers due to the nature of the supply chain, and no sweeper is made equally, staff recommends that council approve the purchase of a new Schwarze M6TE broom sweeper for \$296,941.75 from the street funds and adopting Resolution No. 21-99.

**Attachment(s):**

1. Quote from Municipal Maintenance Equipment
2. Resolution No. 21-99



CSLB #980409  
DIR 1000004282  
www.source-mme.com  
Toll Free 1-888-484-9968

December 8, 2021

City of Mendota  
643 Quince Street  
Mendota, CA 93640

Tel: 559-577-7012  
mark@cityofmendota.com

Attention: Marcario (Mark) Banuelos, Public Works Superintendent

We are pleased to provide the following quotation on the Schwarze M6TE Avalanche Mechanical Broom Sweeper for your review.

One (1) only in stock Schwarze M6TE Serial # 21-M6TE-137 complete with the following standard equipment:

Hydraulic System:

- Pump, Variable Displacement Load Sense Piston
- Hydraulic Tank, 35 Gallon, w/ Shut-Off Valve
- Tank & Cab Mounted Level and Temperature Indicator
- 5 Micro Tank Breather Filter
- 10 Micron Cartridge Return Filter
- 100 Mesh Suction Strainer
- 120,000 BTU Oil to Air Twin Fan Oil Cooler

Pneumatic System:

- Electronic Digital Readout Air Regulators
- Auxiliary Air Tank - 1,488 Cu. In. Capacity
- Electro-Pneumatic Valves with Push to Connect Fittings

Hopper:

- Construction, A36 Carbon Steel, 10 Gauge, 3/16" Floor
- Roof Skylights Plus LED Illumination & Viewing Window
- Capacity, 5.0 Cu.Yd.
- Lift Capacity, 14,000 LBS
- Twin Cylinder Scissor Lift and Dump
- Variable Dump Height, 16" to 138"
- Side Inspection Door with Built in Ladder Access
- External Weatherproof Dump Switches

Engine:

- Cummins QSF2.8 74 HP, Liquid Cooled

Squeegee Conveyor:

- Heavy Duty, Constant-Radius Roller Chain
- Self-Aligning Bearings, Triple Sealed & Shielded
- Hydraulic Direct Drive / In Cab Adjustable Variable Speed
- Bolt In 3/16" Abrasion Resisting Floor Plate

4634 Mayhew Road  
Sacramento, CA 95827  
Office: 916-922-1101  
Fax: 916-922-1034

4750 Caterpillar Road, #D  
Redding, CA 96003  
Office: 530-243-4856  
Fax: 530-243-1447

1913 Nancita Circle  
Placencia, CA 92870  
Office: 714-528-8770  
Fax: 714-528-8744

1930 W. Winton Avenue, #1  
Hayward, CA 94545  
Office: 510-670-0230  
Fax: 510-670-9003

6230 Greyhound Lane, #K  
Las Vegas, NV 89122  
Office: 888-484-9968  
Fax: 916-922-1034

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**Main Broom:**

- Diameter, 36"; Length 58"
- Hydraulic Direct Drive / In Cab Adjustable Variable Speed
- In-Cab Adjustable Pneumatic Lift w/ Positive Lift Lock
- Brush Type: Solid Core, Wafer or Poly Strip Broom
- 2" Wide Tungsten Carbide Trailing Arm Dirt Shoes
- Self-Aligning Bearings, Triple Sealed & Shielded

**Gutter Brooms:**

- 49" Diameter
- 5 Segment Wire Filled Vertical Digger
- Hydraulic Direct Drive / In Cab Adjustable Variable Speed
- Free Floating Air Suspension & Air Extension

**Dust Control System:**

- Heavy Duty Electric Diaphragm Water Pump
- 50 PSI, 5.88 GPM
- Water Tank Capacity 350 Gallons, Polyethylene
- 25-Foot Long Fire Hydrant Fill Hose
- 50 Mesh Cleanable Filter, with Shut Off Valve
- Five Nozzles in Front of Main Broom
- Seven Nozzle Front Spray Bar
- Four Nozzles per Gutter Broom
- Air Purge System for Flushing Water Lines

**Operating Controls:**

- Six Sense – Six Programmable Sweep Settings
- Swivel Base Console for Left or Right Sweeping
- Keyed Ignition Switch & Electronic Throttle
- Voltmeter, Tach, Oil Pressure, Water Temp and Hour Meter
- Back Lit Sealed Rocker Switches with Icon and Text Markings
- 7" TFT LCD Color Display, 800 x 480 Pixels

**Safety Equipment:**

- Two Body Props to Lock Hopper in Raised Position
- Rear View Camera System
- Slow Moving Vehicle Emblem
- Backup Alarm
- 5-Lb Fire Extinguisher
- Warning Triangle Kit

**Sweeper Warranty:**

- 12 Months 1200 Hours

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Including the Following Selected Features:

Power Module:

- Cummins Tier 4F Auxiliary Engine

Conveyor:

- Squeegee Conveyor
- Extra Capacity Flights

Main Broom:

- Standard Tube Main Broom

Gutter Broom:

- Dual Broom
- Tilt Power Dual Broom

Miscellaneous:

- Remote Grease Point, Conveyor / Main Broom
- Three Camera System (1 Rear Camera and 1 on Each Side Mirror)
- Remote Water Pump Switch
- Raised Broom Switches on Console

Hydraulic System:

- Hydraulic Pressure Gauge @ Valve Bank w/ 6" Hose

Hopper:

- Standard Hopper with 5.0 Cubic Yards Volumetric Capacity

Rear Lighting:

- Rear LED Strobe Light with Guard
- LED Hopper Dump Light

Cab Lighting:

- LED Strobe w/ Guard
- (2) LED Floodlights , to illuminate Each Gutter Broom

Paint:

- Painted White with Decal Kit





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Mounted on a new Schwarze Special Order Freightliner M2 truck chassis complete with the following features:

- 2-Speed Rear Axle
- 12" Parabolic Mirror Set
- Bright Package
- Air Conditioning
- AM/FM Radio
- Painted White
- Undercarriage Area and Center Console in the Cab Blue

Price F.O.B. Mendota, CA	\$275,000.00
7.975% Estimated Sales Tax	21,931.25
CA Tire Fee (6 @ \$1.75 Each)	<u>10.50</u>
Total	\$296,941.75

- Quotation includes delivery and on-site training.
- Normal delivery 210-250 days A.R.O., depending on truck chassis availability.
- (1) Only in stock and available for immediate delivery.
- Due to California emissions requirements, special permits may be required on engines. MME cannot provide these permits and we recommend you contact your local Air Resources Management District for the specific requirements.
- Sales tax applicable at time of delivery will be shown on invoice.
- Terms: Net 30
- Quotation valid for 15 days.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,  
Municipal Maintenance Equipment, Inc.

James Wheeler,  
General Manager

**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 QUOTE SUBMITTED BY MUNICIPAL  
MAINTENANCE EQUIPMENT AND AUTHORIZING  
THE PURCHASE OF A SCHWARZE M6TE  
AVALANCHE MECHANICAL STREET SWEEPER**

**RESOLUTION NO. 21-99**

*WHEREAS*, the City of Mendota (“City”) is responsible for providing street sweeping services for streets and highways within the City; and

*WHEREAS*, the current City street sweeper is unreliable and it is becoming costly to continuously repair it; and

*WHEREAS*, the City has determined that it is in the City’s best interest to purchase a brand new street sweeper to eliminate these issues; and

*WHEREAS*, due to scarcity of available street sweepers, the City has determined that it is in the City’s best interest to purchase an available Schwarze M6TE Avalanche Mechanical Street Sweeper (the “Schwarze Street Sweeper”) from Municipal Maintenance Equipment (“MME”).

*NOW, THEREFORE, BE IT RESOLVED*, by the City Council of the City of Mendota, that the City of Mendota approves the quote submitted by MME and authorizes the purchase of the Schwarze Street Sweeper.

*BE IT FURTHER RESOLVED*, that the City Manager or his designee is authorized to execute all necessary documents to facilitate this purchase.

\_\_\_\_\_  
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 14<sup>th</sup> day of December, 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**

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AMENDING  
CHAPTER 8.16 OF THE MENDOTA  
MUNICIPAL CODE REGARDING REFUSE  
COLLECTION REQUIREMENTS PURSUANT  
TO SENATE BILL 1383**

**ORDINANCE NO. 21-19**

**WHEREAS**, the City of Mendota (“City”) is responsible for enforcing laws and regulations to promote the health and safety of the City’s residents; and

**WHEREAS**, State recycling law, Assembly Bill 939 of 1989, requires cities and counties to reduce, reuse, and recycle (including composting) Solid Waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

**WHEREAS**, State recycling law, Assembly Bill 341 of 2011, places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires jurisdictions to implement a mandatory commercial recycling program; and

**WHEREAS**, State organics recycling law, Assembly Bill 1826 of 2014, requires businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

**WHEREAS**, Senate Bill 1383 (“SB 1383”), the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including cities, residential households, Commercial Businesses, and business owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Organizations, and Food Recovery Services to support achievement of Statewide Organic Waste disposal reduction targets; and

**WHEREAS**, SB 1383 requires cities to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of its regulations. This ordinance will also help reduce food insecurity by requiring Commercial Edible Food Generators to arrange to have the maximum amount of their Edible Food, that would otherwise be disposed, be recovered for human consumption; and

**WHEREAS**, the City has determined the Mendota Municipal Code requires revisions to align with these policy goals and statutory requirements.

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

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

**Section 2.** Section 8.16.010 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.010 – Definitions

As used in this Chapter:

- (a) **“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials.**
- (b) "Bulky items" means all discarded household waste matter that is too large to be placed in a cart, including, but not limited to, large household appliances, appliances containing chlorofluorocarbons, furniture, carpets, mattresses, and similar large items that require special handling due to their size, and which typically will be deposited by customers during community clean-up events. Bulky items placed by customers for collection shall not include excluded waste or household hazardous waste.
- (c) **“CalRecycle” means California's Department of Resources Recycling and Recovery.**
- (d) **“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).**
- (e) **“Commercial Business” or “Commercial” means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling that consists of fewer than five (5) units is not a Commercial Business for purposes of implementing this Chapter.**
- (f) **“Commercial Edible Food Generator” includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).**

- (g) **“Compliance Review” means a review of records by the City to determine compliance with this Chapter.**
- (h) "Community clean-up event" means the bi-annual collection event services provided to residential customers with respect to bulky items and similar or related types of solid waste (which shall not include any hazardous waste items), as distinguished from those collection materials gathered by the exclusive hauler.
- (i) **“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains Prohibited Container Contaminants.**
- (j) **“C&D” means construction and demolition debris.**
- (k) **“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this Chapter as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.**
- (l) **“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.**
- (m) **“Enforcement Action” means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.**
- (n) **“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose City, or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.**

- (o) “Exclusive Hauler” means the hauler **Designee** that is contracted with the **City** by a franchise agreement to collect **Solid Waste**, **Recyclables**, **Green Container Waste**, and ~~construction and demolition~~ **C&D**.
- (p) “Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (q) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
  - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
  - (3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.
- A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.
- (r) “Food Recovery Service” means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (s) “Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.
- (t) “Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

- (u) **“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, and pizza boxes.**
- (v) **“Food Waste” means Food Scraps and Food-Soiled Paper.**
- (w) **“Gray Container” has the same meaning as in 14 CCR Section 18982.2(a)(28) and shall be used for the purpose of storage and collection of Gray Container Waste.**
- (x) **“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is not acceptable for placement in a Blue or Green Container as part of a three-container collection service.**
- (y) **“Green Container” has the same meaning as in 14 CCR Section 18982.2(a)(29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste.**
- (z) **“Green Container Waste” means leaves, grass clippings, brush, branches, and other forms of organic matter generated from landscapes and gardens, separated from other forms of Solid Waste.**
- (aa) **“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).**
- (bb) **“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).**
- (cc) **“Inspection” means a site visit where the City reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of Organic Waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).**
- (dd) **“City Enforcement Official” means the City Manager, or his or her designee(s).**
- (ee) **“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition**

in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

- (ff) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.
- (gg) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (hh) “Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (ii) “MWELO” refers to the Model Water Efficient Landscape Ordinance, 23 CCR, Division 2, Chapter 2.7.
- (jj) “Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (kk) “Non-Local Entity” means entities that are not subject to the City’s enforcement authority.
- (ll) “Non-Organic Recyclables” means non-putrescible and non-hazardous reculcable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (mm) “Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.



- (nn) “Organic Waste” includes Green Container Waste and Food Waste. This includes material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a).
- (oo) “Organic Waste Generator” means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48).
- (pp) “Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).
- (qq) “Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (rr) “Prohibited Container Contaminants” means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City’s Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City’s Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes to be placed in City’s Green Container and/or Blue Container; and, (iv) Excluded Waste placed in any container.
- (ss) “Recovered Organic Waste Products” means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (tt) “Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (uu) “Recyclables” means those materials that by way of collecting, sorting, cleansing, treating, and reconstituting materials would otherwise become solid waste, and by processing can be returned to the economic main stream in the form of raw materials for new, reused, or reconstituted products. Recyclables include, but are not limited to, newsprint, mixed paper,

aluminum, plastics, glass, metal, cardboard, chip board, junk mail, magazines, newspaper, books, computer paper, and the like.

- (vv) “Recycled-Content Paper” means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (ww) “Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers, and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.
- (xx) “Renewable Gas” means gas derived from Organic Waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by by 14 CCR to recycle Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).
- (yy) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).
- (zz) “Route Review” means a visual Inspection of containers along a Hauler Route for the purpose of determining Container Contamination, and may include mechanical Inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (aaa) “SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
- (bbb) “SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this Chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.
- (ccc) “Self-Hauler” means a person, who hauls Solid Waste, Organic Waste, or recyclable material he or she has generated using the generator’s own equipment. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Organic Waste to a destination owned and operated by the generator using the generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

- (ddd) “Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.
- (eee) “Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:
- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
  - (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
  - (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a Solid Waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Division 30 of the State Public Resources Code.
- (fff) “Source Separated” means the segregation, by the generator, of materials designated for separate collection for some form of recycling, processing, recovery, or reuse.
- (ggg) “Source Separated Blue Container Organic Waste” means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (hhh) “Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.
- (iii) “Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.
- (jjj) “State” means the State of California.

(kkk) **“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).**

(III) **“Tier One Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:**

- (1) **Supermarket.**
- (2) **Grocery Store with a total facility size equal to or greater than 10,000 square feet.**
- (3) **Food Service Provider.**
- (4) **Food Distributor.**
- (5) **Wholesale Food Vendor.**

**If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.**

(mmm) **“Tier Two Commercial Edible Food Generator” means a Commercial Edible Food Generator that is one of the following:**

- (1) **Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.**
- (2) **Hotel with an on-site Food Facility and 200 or more rooms.**
- (3) **Health facility with an on-site Food Facility and 100 or more beds.**
- (4) **Large Venue.**
- (5) **Large Event.**
- (6) **A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.**
- (7) **A Local Education Agency facility with an on-site Food Facility.**

**If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter.**

~~"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30, California Public Resource Code), as amended, supplemented, superseded, and replaced from time to time.~~

~~"Bin" means a one-yard, two-yard, three-yard, six-yard metal container for the collection of solid waste or single-stream recycling.~~

~~"Bottles" means and includes containers that hold beverages or food which have necks which are narrower than the rest of the container. It does not include those containers, such as tubs, which have a mouth that is wider than the rest of the container.~~

~~"Cardboard" means and includes material primarily used for boxes with a corrugated inner layer.~~

~~"Cart" means wheeled plastic ninety-six (96) gallon containers provided by the hauler for collection of solid waste, including single-stream recyclables, and green waste material.~~

~~"Collection (and collect, collected, and collecting)" means collection by a designated contractor of solid waste, including recyclable materials and green waste, and its transportation to a disposal or transfer facility, green waste processing facility, or a recycling facility.~~

~~"Commercial customer" means a commercial generator that receives solid waste hauling services from any collector with respect to such solid waste hauling services from any collector with respect to such solid waste, commercial customer may also mean a residential customer, as defined herein, that operates a business enterprise licensed and permitted by the county on the same parcel on which the residential dwelling unit is located, and the principal activities of which are physically separate from the residential dwelling unit and, at that customer's sole option, solid waste and recyclables generated from the subject dwelling unit and the business enterprise are serviced together by a single collector.~~

~~"Construction and demolition debris (C&D)" means the debris from used construction materials, dredging, grubbing, and rubble resulting from constructing, remodeling, repair, razing, renovation, demolition, excavation or construction clean-up activities at residential, commercial or governmental buildings, and any other structure or pavement.~~

~~"Containers" means bins and carts used by customers for the storage of solid waste, recycling, and green waste material.~~

~~"Customer" means the person or entities receiving collection services.~~

~~"Dispose" means to dump, deposit, discharge, or unload solid waste either at the location it was generated or at another location, not including temporary storage at the place it was generated.~~

~~"Dumping restrictions" means no person shall dump or place any solid waste upon any lot land or street.~~

~~"Dwelling" means a residence, flat, apartment, live-work unit, or other facility, which meets the applicable city codes for residential living. "Dwelling" does not include a hotel or motel.~~

~~"Excluded waste" means all of the following types of waste materials are not to be placed in the refuse, recycling, or green waste cart, bin, or container, unless instructed by the hauler.~~

- ~~1. Hazardous waste;~~
- ~~2. Medical and infectious waste;~~
- ~~3. Volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material;~~
- ~~4. Household hazardous waste;~~
- ~~5. Waste that the designated contractor reasonably believes would, as a result of or upon disposal, be a violation of federal, state, or local law, regulation or ordinance, including land use restrictions or conditions;~~
- ~~6. Waste that in the designated contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the exclusive hauler or the city to potential liability;~~
- ~~7. Special waste (E-waste and universal waste).~~

~~"Green waste" means biodegradable materials including branches (less than three inches in diameter), brush, cut flowers, dead plants, grass clippings, house plants, leaves, prunings, shrubs, weeds, wood (uncoated and untreated), wood chips, yard trimmings, Christmas trees (placed in carts/bins, provided, that larger such as tree stumps and intact dead trees are considered bulky items for the purposes of this chapter. Green waste shall not include any excluded waste.~~

~~"Hauler" means the city's contracted exclusive private hauler responsible to collect solid waste, recyclable, green waste, and construction and demolition within the city limits shall transport material to the appropriate facility.~~

~~"Hazardous waste" shall have the meaning set forth in California Code of Regulations, Title 14, Division 7, Chapter 3, Article 4, (most notably Section 17225.32) and Health and Safety Code Section 25117, or in the Comprehensive Environmental Responsibility Compensation and Liability Act (42 U.S.C. Section 9601, et seq., commonly known as CERCLA), or in their successor laws and regulations as may be amended from time to time, whichever definition is determined by the county as more inclusive.~~

~~"Household hazardous waste" shall have the meaning set forth in California Code of Regulations, Title 14, Division 7, Chapter 7, Article 1.1, Section 18502 or successor laws and/or regulations, as such provisions may be amended from time to time.~~

~~"Recyclable material" or "recyclables" means materials that have been separated from solid waste stream prior to disposal and returning them for use or reuse in the form of raw~~

~~materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place, and that are not landfilled. The following list is the acceptable recyclable materials to be placed in the recycling cart: aluminum, glass bottles and jars, plastic beverage bottles, tin and bi-metal cans, corrugated cardboard, and paper.~~

~~"Recycle, recycled, recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting of recyclable materials that would otherwise be disposed of, and returning them to the economy in the form of raw reconstituted products. The collection, transportation, or disposal of solid waste not intended for, or capable of, reuse is not recycling within the meaning of this chapter.~~

~~"Recycling facility" means facility that received and separates material by material type and sales or transfers material for reuse.~~

~~"Self-haul" or "self-hauling" means any individual may transport and dispose of solid waste, recyclable materials, or green waste, consistent with applicable city and the exclusive private hauler requirements, generated within the unincorporated area of the county by the household of that individual. For a commercial generator, "self-hauling" means performance of its disposal services by an individual listed on its payroll as an employee, but not as an agent.~~

~~"Solid waste" or "waste" means all putrescible and nonputrescible solid, semisolid, and liquid waste, including garbage, trash, refuse, paper, rubbish, ashes, industrial waste, demolition and construction waste, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid waste, and other discarded solid and semi-solid waste. Solid waste does not include hazardous waste or radioactive waste. Solid waste does not include recyclable materials set out for separate collection for the purposes of recycling, and that are not landfilled.~~

~~"Special waste" means and includes any materials that under current or future statute, ordinance or regulation, require the application of special treatment, handling, or disposal practices beyond those normally required for solid waste. As defined for purposes of this chapter, "special waste" shall be deemed to include, without limitation, all of the following: flammable waste; liquid waste transported in a bulk tanker; sewage sludge; pollution control process waste; residue and debris from cleanup of a spill or release of chemical substances; contaminated soil, waste, reclamation, recycling, or disposal of any other special waste; dead animals; manure; waste water; explosive substance; radioactive substances; fluorescent tubes; electronic waste, construction and demolition debris; and abandoned or discarded automobiles, trucks, motorcycles or parts thereof, including tires.~~

~~"Transportation into city limits" means no person shall bring solid waste into the city limits from another jurisdiction.~~

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**Section 3.** Section 8.16.020 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.020 – **General** Collection Service Requirements.

The following methods will be used to meet the needs of the customer of the city for the collection and disposal of **Solid Waste**, **Recyclables**, **Green Container Waste**, and construction and demolition **C&D** material.

- (a) The **City** will use the **Exclusive Hauler** to collect **and** transport, **Solid Waste**, **Recyclables**, **Green Container Waste**, and construction and demolition **C&D** material from all single-family, multifamily, commercial, and industrial premises within the **City** limits.
- (b) **Except for Self-Haulers**, the **City's Exclusive Hauler** shall be the only permitted hauler to remove **Solid Waste**, **Recyclables**, **Green Container Waste** and construction and demolition **C&D** from single-family, multifamily residents, commercial, and industrial businesses within the **City** limits.
- ~~(c) Each residential customer will receive a ninety-six (96) gallon green cart for green waste material, a ninety-six (96) gallon blue cart for recyclables, and a ninety-six (96) gallon or sixty-four (64) gallon brown cart for trash.~~
- (c) Customers with a permit to build or deconstruct a building structure within the **City** limits shall receive bins from the **Exclusive Hauler** for separation of material.
- (d) City residents will be provided bi-annual community clean-up events for collection of bulky material.
- (e) **The owner and occupant of any premises, business establishment, or industry is responsible for following the City's bin enclosure guidelines.**

**Section 4.** Section 8.16.030 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.030 – **Requirements for Single-Family Generators** ~~Storage of commercial solid waste and recycling bins~~

**Every person owning or occupying a residence or commercial establishment shall subscribe to Solid Waste, Organic Waste, and Segregated Recyclable collection services from the Exclusive Hauler under the terms of the franchise agreement between City and Exclusive Hauler. Jurisdiction shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Single-Family generators shall adjust its service level for its collection services as requested by the Jurisdiction.**



**Requirements for Source Separating Solid Waste.**

- (a) **All residential and commercial generators of Solid Waste shall be required to source separate materials into Grey, Blue, and Green containers.**
- (b) **Generators shall place Source Separated Organic Waste, including Food Waste, in the Green Container; Segregated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.**
- (c) **Generators shall not place Prohibited Container Contaminants in any container. City and City's authorized recycling agent reserve the right to inspect containers to determine if Prohibited Container Contaminants are present and issue a warning or assess penalties and fines under this Chapter.**

~~The owner and occupant of any premises, business establishment, or industry is responsible for following the city's bin enclosure guidelines.~~

**Section 5.** Section 8.16.035 is added to Chapter 8.16 of Title 8 of the Mendota Municipal Code and reads as follows:

**8.16.035 – Requirements for Commercial Businesses**

**Generators that are Commercial Businesses, including Multi-Family Residential Dwellings, shall:**

- (a) **Subscribe to City's three-container collection services from the Exclusive Hauler under the terms of the franchise agreement between City and Exclusive Hauler. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Businesses shall adjust their service level for their collection services as requested by the City.**
- (b) **Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors for employees, contractors, tenants, and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service.**
- (c) **Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would**

be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

- (1) A body or lid that conforms with the container colors provided through the collection service provided by Jurisdiction, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
- (2) Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (d) Multi-Family Residential Dwellings are not required to comply with container placement requirements or labeling requirement pursuant to 14 CCR Section 18984.9(b).
- (e) To the extent practical through education, training, Inspection, and/or other measures, excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Blue Container, Green Container, and Gray Container collection service.
- (f) Excluding Multi-Family Residential Dwellings, periodically inspect Blue Containers, Green Containers, and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b)(3).
- (g) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste and Source Separated Recyclable Materials.
- (h) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste and Source

**Separated Recyclable Materials separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.**

- (i) **Provide or arrange access for City or its agents to their properties during all inspections conducted in accordance with this Chapter to confirm compliance with the requirements of this Chapter.**
- (j) **Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with this Chapter.**
- (k) **Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).**
- (l) **Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements in this Chapter.**

**Section 6.** Section 8.16.040 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.040 – Construction and **D**emolition **C**ollection

Any issuance of a building or deconstruction permit for a project within the **C**ity's limits shall follow recycling guidelines provided by the Planning Department and this Chapter. The **E**xclusive **H**auler shall provide bin service and shall transport the C&D debris to a recycler and to landfill, unless exempt from this **C**hapter **and SB 1383 Regulations**. For a detail of policy guidelines refer Construction and Demolition Chapter No. 2005.07. All occupied premises construction/demolition sites are required to separate material and divert a minimum of sixty (60) percent.

**Section 7.** Section 8.16.045 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.045 – Exclusive **F**ranchise **S**olid **W**aste **H**auler **R**equirements.

~~A.~~ The **E**xclusive **H**auler shall:

- (a) Operate within the guidelines established by the **C**ity ("Guidelines"). Such guidelines shall include, but will not be limited, to, standards for equipment and vehicle maintenance, including removal of graffiti, maintaining proper company identification with phone number, **and** maintaining a current valid DMV registration.
- (b) Ensure that all **S**olid **W**aste vehicle drivers have a valid California driver's license appropriate for the vehicle driven; maintain minimum collection frequency for all

solid waste accounts in accordance with local and state requirements; ensure noise is kept to the minimum necessary to provide collection services to accounts; and ensure vehicles are appropriately registered by the Department of Motor Vehicles.

- (c) All vehicles and equipment used in the City by the Exclusive Hauler, including but not limited to, trucks, trailers, and waste containers, must be maintained in good working order, uniformly painted and cleaned, emit no residual odors, pest control, and to prevent spillage, and each shall include the Exclusive Hauler's name and phone number painted in lettering on the truck a minimum of two inches in height.
- (d) The Exclusive Hauler shall provide all residential and commercial customers with appropriate containers to collect Solid Waste garbage, Green Container Waste, and Recyclables material.
- (e) Exclusive Hauler shall deliver all Recyclables collected to a recycling facility.

**Section 8.** Section 8.16.050 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.050 – Hazardous Waste Screening

The Exclusive Hauler shall screen at the point of collection all loads of Solid Waste, Green Container Waste, Recyclables, and C&D, using appropriate means of inspection, to eliminate, where practical, the transportation of known or suspected hazardous waste. Hazardous waste found at the point of collection shall not be collected and the Exclusive Hauler shall immediately notify the generator to they must not throw hazardous waste in Solid Waste, Green Container Waste, or C&D loads. The Exclusive Hauler will be responsible to for providing the generator with education regarding proper disposal for hazardous waste material.

**Section 9.** Section 8.16.060 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.060 – ~~Inspections of receptacles authorized~~ and Investigations by City

~~The city or exclusive hauler is authorized to inspect solid waste, recycling, green waste and C&D containers, bins, or carts.~~

- (a) City representatives and/or its designated entity, including Designee(s), are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this Chapter by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food

**Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for inspection.**

- (b) **Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's agent or its designated entity/Designee(s) during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (iii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties.**
- (c) **Any records obtained by City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.**
- (d) **City representatives, its designated entity, and/or Designee(s) are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.**
- (e) **City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.**

**Section 10.** Section 8.16.070 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.070 - Responsibility for **S**ervice

- (a) Every **person** ~~owning or occupying commercial tenant~~ of any premises within the **C**ity where **S**olid **W**aste is generated and/or accumulated shall accept collection service from the **E**xclusive **H**auler under terms of the franchise agreement between **C**ity and **E**xclusive **H**auler.
- (b) Every owner or ~~commercial tenant~~ **occupant** shall initiate service within fifteen (15) days of occupancy of any premises or place within the **C**ity where **S**olid **W**aste is generated and/or accumulated. If service is not initiated within this time period, the ~~City of Mendota~~ shall give written notice to the owner that such service is required. If service is not **initiated** ~~started~~ within fifteen (15) days of the date of the mailing or delivery of **said** the notice, the ~~City of Mendota~~ may require the **Exclusive Hauler** franchisee to initiate service.
- (c) If the ~~City of Mendota~~ or **Exclusive Hauler** ~~Mid Valley Disposal Inc.~~ determines that additional **S**olid **W**aste receptacles or capacity is necessary, the **E**xclusive

~~private~~ **H**auler shall provide for such additional service with fifteen (15) days of the date of the mailing of written notice by the **C**ity of ~~Mendota~~.

- (d) Residents shall place carts at the curb for pick up before six a.m. **(6:00 a.m.)** on their scheduled collection day. Carts should face the street and lids must be closed and not overfilled.
- (e) Carts should be removed from the curb within twenty-four (24) hours of being serviced.

**Section 11.** Section 8.16.080 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.080 - Used **C**ooking **O**il **R**eceptacles.

All commercial establishments that utilize cooking oil for cooking or frying of food shall place cooking oil in a watertight container bearing the name of the establishment, having a tight-fitting lid, and which, when filled shall not exceed fifty (50) pounds in weight.

**Section 12.** Section 8.16.090 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.090 – Charges for **G**arbage **C**ollection

- (a) Charges for **garbage** collection service in the **C**ity shall be as established from time to time by contract between the **C**ity and the **Exclusive Hauler** ~~applicable garbage collection service company~~.
- (b) Said charges shall be paid at the same time and in the same manner as the water assessment are paid and all applicable rules and regulations governing the collection of water assessment shall apply in the collection or assessment for the collection of garbage.

**Section 13.** Section 8.16.100 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.100 - ~~Penalties~~ **Enforcement**

- (a) **Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by City Enforcement Official or representative. Enforcement Actions under this Chapter are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.**

(b) Other remedies allowed by law may be used by City, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff time and resources.

(c) Responsible Entity for Enforcement

(1) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Official, which may be the City Manager or their designated entity, legal counsel, or combination thereof.

(2) Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with City's Enforcement Official.

(A) City Enforcement Official(s) and Regional or County Agency Enforcement Official(s) will interpret this Chapter; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

(B) City Enforcement Official(s) and Regional or County Agency Enforcement Official(s) may issue Notices of Violations.

(d) Process for Enforcement

(1) City Enforcement Officials or Regional or County Enforcement Officials and/or their Designee(s) will monitor compliance with this Chapter randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 8.16.060 of this Chapter establishes City's right to conduct Inspections and investigations.

(2) City may issue an official notification to notify regulated entities of its obligations under this Chapter.

(3) For incidences of Prohibited Container Contaminants found in containers, City or its Designee(s) will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within fifteen (15) days after determining that a violation has occurred. If the City observes Prohibited Container Contaminants in a generator's containers on more than three (3) consecutive occasions, the City may assess reasonable

contamination processing fees or contamination penalties on the generator.

- (4) With the exception of violations of generator contamination of container contents addressed under Subdivision (d)(3) of this Section, City shall issue a Notice of Violation requiring compliance within sixty (60) days of issuance of the notice.
- (5) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's administrative fines and appeals program.

Notices shall be sent to the "owner" at the official address of the owner maintained by the tax collector for the County or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (2) For a second violation within the same year, the amount of the base penalty shall be \$200 per violation.
- (3) For a third or subsequent violation within the same year, the amount of the base penalty shall be \$500 per violation.

(f) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with



CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(g) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with City's procedures in Chapter 2.54 for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(h) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if City determines that Organic Waste Generator, Self-Hauler, hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(i) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to this Section, as needed.

It shall be a violation of this chapter for any person or customer that fails to follow recycling guidelines will lead to fines or penalties.

~~A. The exclusive hauler will mail the customer a warning notice on the first instance of contamination with the recycling, green waste, or solid waste container. The next instance of contamination the hauler will mail a contamination notice, notifying the customer that they received a fine.~~

~~B. First fine: five dollars (\$5.00).~~

~~C. Second fine: twenty-five dollars (\$25.00).~~

~~D. Third fine: fifty dollars (\$50.00).~~

~~E. If the customer continues to contaminate containers, a fine of fifty dollars (\$50.00) will continue to be placed on the customer utility billing account.~~

~~F. Customers will be billed for fines on their monthly utility statements.~~

**Section 14.** Section 8.16.110 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.110 - Prohibited **A**cts

- (a) No person owning or occupying any premises in the **C**ity shall accumulate, or allow to accumulate, waste materials of any kind; however, this **S**ection shall not be construed as interfering with an **otherwise compliant** construction project during the construction period.
- (b) No person shall dump, place, or bury any waste of any kind on any premises or in any public place or right-of-way within the **C**ity.
- (c) No persons or business shall contract for recycling or waste collection which would violate the exclusive provisions of the **Exclusive Hauler** franchise agreement **with the City**.
- (d) Illegal dumping, including dumping **Solid Waste**, or prohibited material in a cart, bin, or container where **said** material did not originate.
- (e) No other person or contractor shall collect, transport, **Solid Waste**, **Recyclables**, **Green Container Waste**, and C&D upon or through any street, alley, or public place in the **C**ity, unless franchised **with City**. The following persons shall be exempt from this prohibition:
  - (1) Landscaping and yard maintenance persons who, as a consequence of their business activity may generate, transport, and dispose of **Green Container Waste** they generate **in compliance with this Chapter**.
  - (2) Nonprofits collecting **Recyclables** for the purposes of fund raising.
  - (3) **Where otherwise in compliance with this Chapter**, building contractors may self-haul using their company-registered vehicles – no **Solid Waste** bin or container may be used, unless provided by the **Exclusive Hauler**, used for hauling C&D material from **a** C&D project. Refer to C&D Policy 2005.07 for details.
- (f) No person or representative of a business or government office within the **C**ity limits shall contract or arrange for the collection or disposal of **Solid Waste**, **Recycling**, **Green Container Waste**, and C&D debris with any business, firm, or person unless exempt **or otherwise permitted to do so** under this **C**hapter.

- (g) It is unlawful for any person other than the Exclusive Hauler or other City-authorized person(s) to remove from any curb, alley, street, designated pick-up location, or any storage area or container, any separated salvageable commodity.
- (h) It is unlawful for any person to disturb or tamper with any cart, bin, or container containing salvageable material, or the contents thereof, or to remove any such cart, bin, or container from the location where the same was placed by authorized by the owner of said cart, bin, or container.
- (i) Violations of any provisions of this Chapter shall be considered an infraction.

**Section 15.** Section 8.16.120 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.120 – Receptacles —~~Serviceability~~

All **S**olid **W**aste shall be deposited for collection in a cart, bin, or container provided by the **Exclusive Hauler**.

**Section 16.** Section 8.16.130 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.130 - Solid **W**aste **M**anagement.

~~Solid waste separation requirements.~~ **Subject to the other requirements of this Chapter:**

- (a) ~~Recyclables material~~ and **Green Container Waste** material ~~each~~ shall be separated by customers from solid waste, and each shall be placed by customer in the designated containers for collection.
- (b) An owner, landlord, or agent of an owner or landlord of a **Multi-Family Residential Dwelling** ~~rental housing property~~, mobile home park, trailer park, or recreational vehicle park with ~~three~~ **five (5)** or more units, shall comply with its separation responsibilities by establishing a collection and storage system for separated recyclables at each premises.
- (c) All inhabited property within the **C**ity must use the **C**ity garbage services **from the Exclusive Hauler under the terms of the franchise agreement between City and Exclusive Hauler.**

**Section 17.** Section 8.16.140 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.140 - Mandatory **R**ecycling **S**ervice **R**equirements.

**Subject to the other requirements of this Chapter:**

All persons within the City of Mendota owning or in control of premises used as occupied residences, places of business, or other buildings or places where persons reside, congregate, or are employed shall subscribe to and thereafter use the bi-weekly scheduled mandatory recycling collection services provided by the Exclusive Hauler. ~~Residential and commercial~~ Generators must ensure that mixed recyclables are placed in the proper recycling bin, container, or cart. This Section does not limit residents selling recyclables to certified refund value (CRV) buy-back centers or limit large generators to participate in recycling programs with other private buyers. This Section shall require both CRV buy-back centers and private recycling companies to report recycling volumes to the Department of Conservation and/or California Integrated Waste Management Board.

**Section 18.** Section 8.16.150 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.150 – Scavenging Waiver for Generators

- (a) **De Minimis Waiver: City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this Chapter if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described below. Commercial Businesses requesting a de minimis waiver shall do each of the following:**
- (1) **Submit an application specifying the services that they are requesting a waiver and provide documentation as noted in Section (a)(2) below.**
  - (2) **Provide documentation that either:**
    - (A) **The Commercial Business' total Solid Waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or,**
    - (B) **The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.**
  - (3) **Notify City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.**
  - (4) **Provide written verification of eligibility for de minimis waiver every five (5) years, if City has approved de minimis waiver.**

- (b) Physical Space Waiver: City may waive a Commercial Business or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the recyclable materials and/or Organic Waste collection service requirements if the City has evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Chapter.

A Commercial Business or property owner may request a physical space waiver through the following process:

- (1) Submit an application specifying the type(s) of collection services for which they are requesting a compliance waiver.
- (2) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (3) Provide written verification to City that it is still eligible for physical space waiver every five years, if City has approved application for a physical space waiver.

The City of Mendota shall have the authority and responsibility for enforcing this section.

- ~~(a) It is unlawful for any person other than the Exclusive Hauler or other City authorized person(s) to remove from any curb, alley, street, designated pick-up location, or any storage area or container, any separated salvageable commodity.~~
- ~~(b) It is unlawful for any person to disturb or tamper with any cart, bin, or container containing salvageable material, or the contents thereof, or to remove any such cart, bin, or container from the location where the same was placed by authorized by the owner of said cart, bin, or container.~~

**Section 19.** Section 8.16.160 of Chapter 8.16 of Title 8 of the Mendota Municipal Code is amended to read as follows:

8.16.160 – ~~Enforcement authority~~ Requirements for Commercial Edible Food Generators

- (a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

- (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
- (2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
- (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
- (4) Allow City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
  - (A) A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - (B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
  - (C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
    - (i) The name, address, and contact information of the Food Recovery Service or Food Recovery Organization.
    - (ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
    - (iii) The established frequency that food will be collected or self-hauled.
    - (iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- (d) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

~~The city's code enforcement department are empowered and required to enforce the provisions of this chapter, and shall have the right to enter upon all premises, except within private complied with.~~

**Section 20.** Section 8.16.170 is added to Chapter 8.16 of Title 8 of the Mendota Municipal Code and reads as follows:

**8.16.170 – Self-Hauler Requirements**

- (a) Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste Facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.
- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Solid Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
- (1) Delivery receipts and weight tickets from the entity accepting the waste.
  - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials

received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.

- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in Subdivision (c) of this Section to City upon request.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in Subdivisions (c) and (d) of this Section.

**Section 21.** Section 8.16.180 is added to Chapter 8.16 of Title 8 of the Mendota Municipal Code and reads as follows:

**8.16.180 – Compliance with CALGreen Recycling Requirements**

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section, this Chapter, and all required components of the California Green Building Standards Code, 24 CCR, Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.
- (b) For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City’s permit approval, comply with the following:
  - (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
  - (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Container and Green Container materials, consistent with the three-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to



Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.

- (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with City's C&D ordinance, Section 8.16.040 of this Chapter, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

**Section 22.** Section 8.16.190 is added to Chapter 8.16 of Title 8 of the Mendota Municipal Code and reads as follows:

**8.16.190 – Water Efficient Landscaping Requirements**

- (a) Property owners or their building or landscape designers, including anyone requiring a building or planning permit, plan check, or landscape design review from the Jurisdiction, who are constructing a new (Single-Family, Multi-Family, public, institutional, or Commercial) project with a landscape area greater than 500 square feet, or rehabilitating an existing landscape with a total landscape area greater than 2,500 square feet, shall comply with Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELO, including sections related to use of Compost and mulch as delineated in this Section 14.
- (b) The following Compost and mulch use requirements that are part of the MWELO are now also included as requirements of this Chapter. Other requirements of the MWELO are in effect and can be found in 23 CCR, Division 2, Chapter 2.7.
- (c) Property owners or their building or landscape designers that meet the threshold for MWELO compliance outlined in Section 14(a) above shall:
- (1) Comply with Sections 492.6 (a)(3)(B)(C),(D) and (G) of the MWELO, which requires the submittal of a landscape design plan with a soil preparation, mulch, and amendments section to include the following:
- (A) For landscape installations, Compost at a rate of a minimum of four cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
- (B) For landscape installations, a minimum three- (3-) inch layer of mulch shall be applied on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To

provide habitat for beneficial insects and other wildlife up to five percent (5%) of the landscape area may be left without mulch. Designated insect habitat must be included in the landscape design plan as such.

(C) Organic mulch materials made from recycled or post-consumer materials shall take precedence over inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local fuel modification plan guidelines or other applicable local ordinances.

(2) The MWELo compliance items listed in this Section are not an inclusive list of MWELo requirements; therefore, property owners or their building or landscape designers that meet the threshold for MWELo compliance outlined in Subdivision (a) of this Section shall consult the full MWELo for all requirements.

(d) If, after the adoption of this Chapter, the California Department of Water Resources, or its successor agency, amends 23 CCR, Division 2, Chapter 2.7, Sections 492.6(a)(3)(B) (C), (D), and (G) of the MWELo September 15, 2015 requirements in a manner that requires Jurisdictions to incorporate the requirements of an updated MWELo in a local ordinance, and the amended requirements include provisions more stringent than those required in this Section, the revised requirements of 23 CCR, Division 2, Chapter 2.7 shall be enforced.

**Section 23.** Section 8.16.200 is added to Chapter 8.16 of Title 8 of the Mendota Municipal Code and reads as follows:

**8.16.200 – City Product Procurement Requirements for City Departments, Direct Service Providers, and Vendors**

(a) City departments, and direct service providers to the City, as applicable, must comply with the City’s Recovered Organic Waste Product procurement policy to be adopted by City staff.

(b) All vendors providing Paper Products and Printing and Writing Paper to City shall:

(1) If fitness and quality are equal, provide Recycled-Content Paper Products and Recycle-Content Printing and Writing Paper that consists of at least thirty (30) percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled Paper Products and Printing and Writing Paper are available at the same or lesser total cost than non-recycled items.

- (2) Provide Paper Products and Printing and Writing Paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (3) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- (4) Certify in writing, on invoices or receipts provided, that the Paper or Paper Products and Printing and Writing Paper offered or sold to the Jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12.
- (5) Provide records to the City's Recovered Organic Waste Product procurement recordkeeping Designee within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the City. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications required in Subdivisions (b)(3) and (b)(4) of this Section for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content Paper Products or Printing and Writing Papers are provided, include a description of why Recycled-Content Paper Products or Printing and Writing Papers were not provided.

**Section 24.** Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance, and the City Council hereby declares that it would have passed the remainder of this Ordinance, as if such invalid portion thereof had been deleted.

**Section 25.** The City Council hereby finds and determines that its adoption of this Ordinance is not subject to environmental review under the Public Resources Code, § 21000 et seq., the California Environmental Quality Act ("CEQA"), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a "project" under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., § 15378(a).) Further, the uses permitted as a result of the amendment contained herein may never actually occur and therefore any potential environmental impacts remain wholly speculative. (14 Cal. Code Regs., § 15064(d)(3).) Finally, any uses permitted as a result of the amendment contained herein will be subject to environmental review under CEQA prior to the issuance of a conditional use permit.

**Section 26.** This ordinance shall take effect thirty (30) days after its passage.

**Section 27.** 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 14<sup>th</sup> day of December, 2021 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the \_\_\_ day of \_\_\_\_\_, 2022 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

# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION

*December 14, 2021*

## **MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21**

### **PURPOSE**

- Provide an update on the contractor selection process
- Review options for moving forward
- Provide direction on option to move forward with

## MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

### BID PROCESS SUMMARY

- Construction Manager at Risk
  - Prequalification
    - Public Advertisement and Invite
    - Several interested firms, two submitted and qualified
  - GMP Proposal
    - Two qualified active through the process
    - One declined day before due date, because of Covid complication
  - Interview with Anderson Burton
- Challenging site and market conditions impact GMP cost
  - Identified options to be presented to Council

## MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

### OPTIONS

- Option 1 – Police, Council Chambers, City Hall
  - Current City Hall surplus or for other uses
- Option 2 – Police, Council Chambers
  - Savings could be used for City Hall Renovation into Chambers
  - Council Chambers could be used for community center
- Option 3 – Police



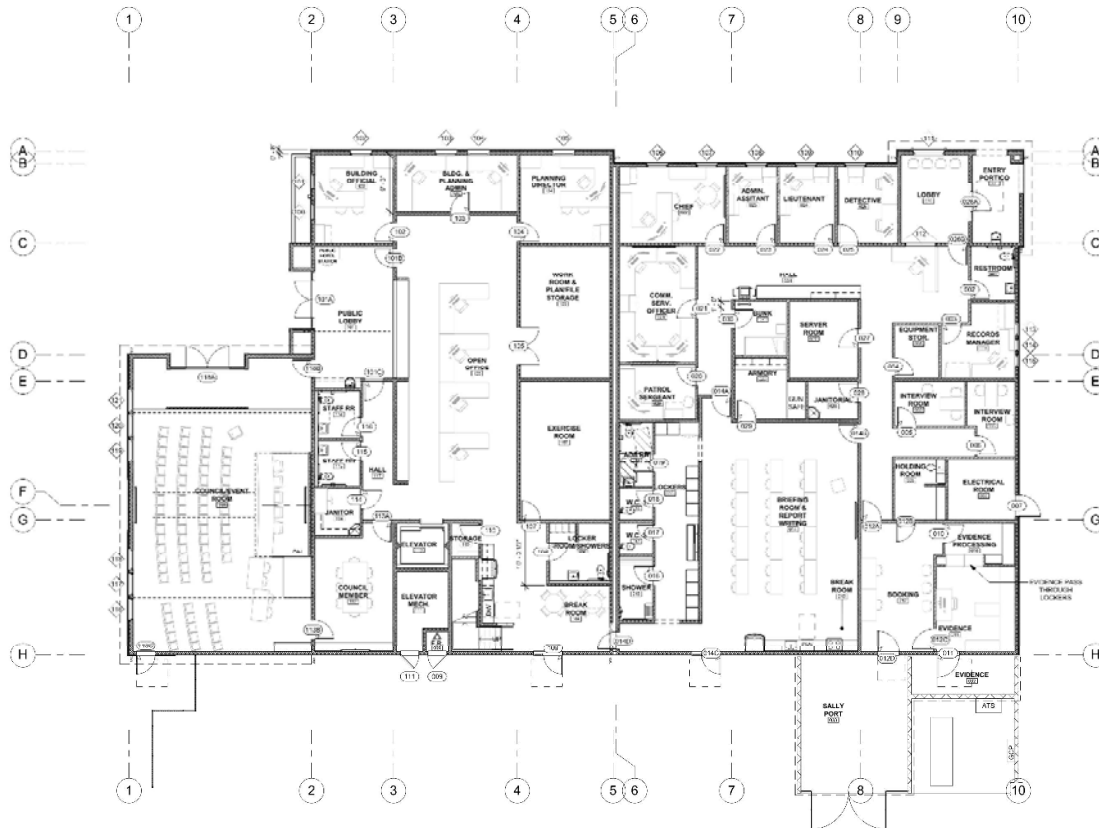
# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

## OPTION 1 – POLICE, COUNCIL CHAMBERS, CITY HALL



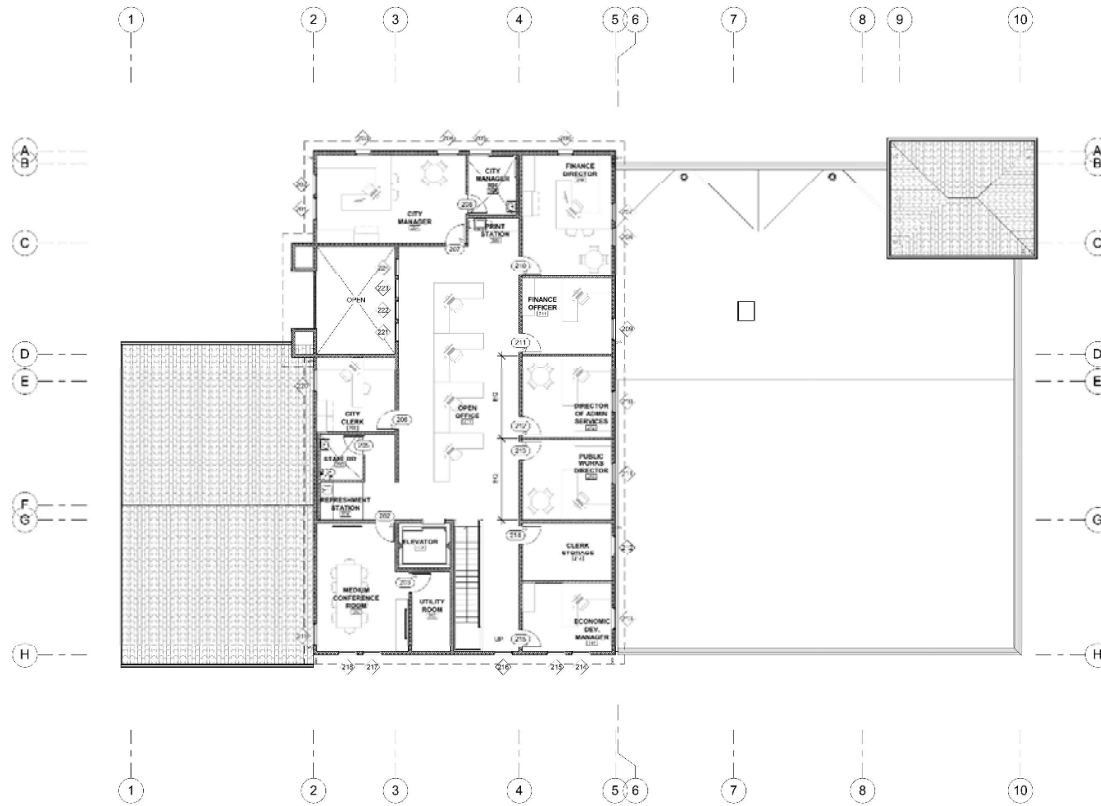
# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

## OPTION 1 – POLICE, COUNCIL CHAMBERS, CITY HALL



# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

## OPTION 1 – POLICE, COUNCIL CHAMBERS, CITY HALL



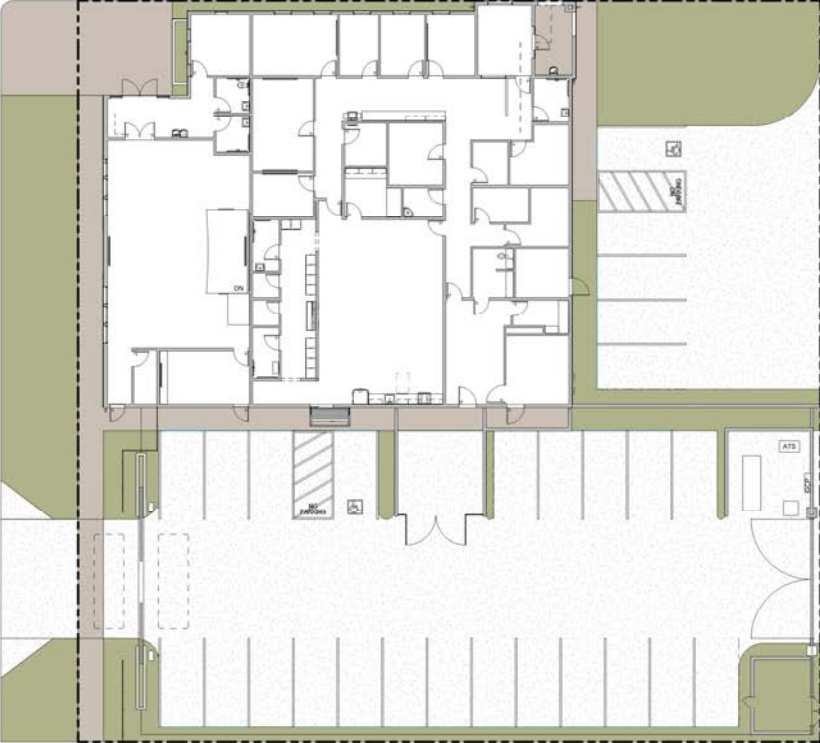
# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

## OPTION 1 – POLICE, COUNCIL CHAMBERS, CITY HALL



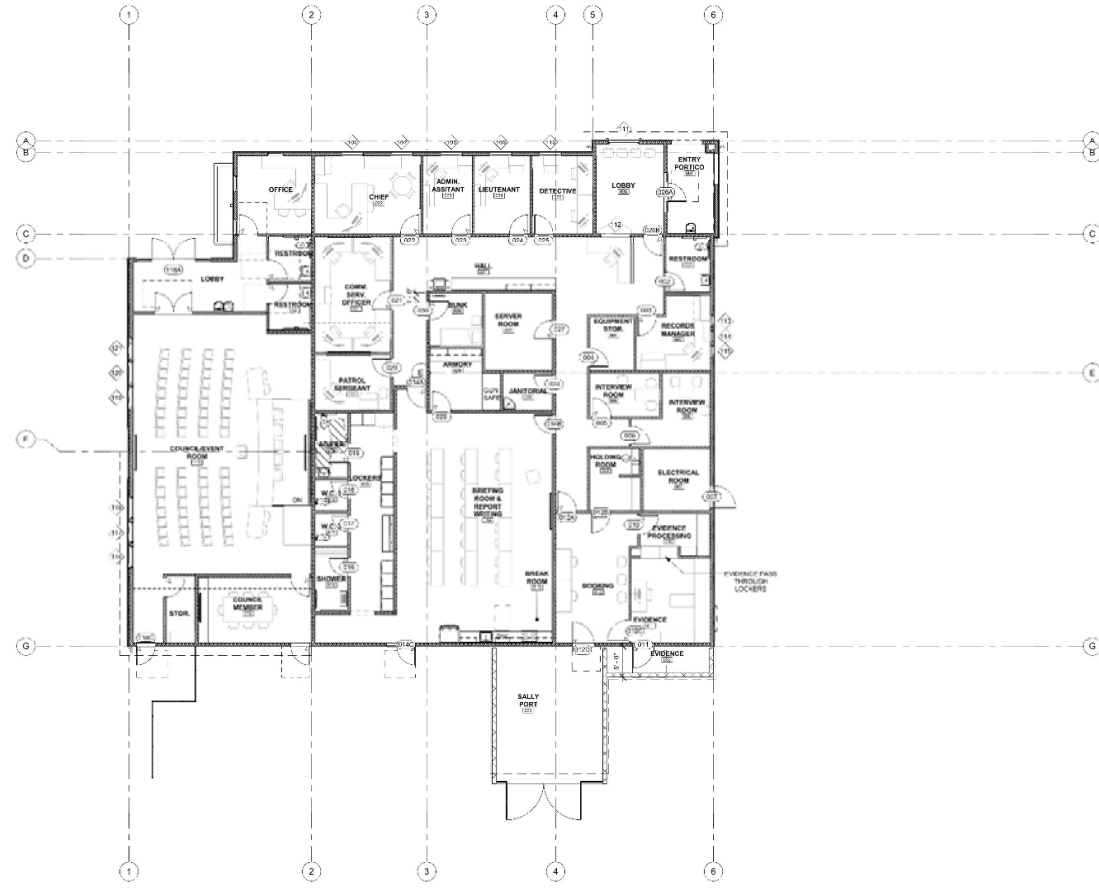
MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

OPTION 2 – POLICE, COUNCIL CHAMBERS



# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

## OPTION 1 – POLICE, COUNCIL CHAMBERS



# MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

## OPTION 1 – POLICE, COUNCIL CHAMBERS, CITY HALL



## Leaseback Terms

<b>Project:</b>	Combined City Hall, Council Chambers and Police Station
<b>Building Lessee:</b>	City of Mendota, CA
<b>Building Lessor:</b>	Public Facilities Partners (501c3)
<b>Program Manager:</b>	Public Facilities Investment Corporation
<b>Architect:</b>	RRM Design.
<b>Contractor:</b>	Anderson Burton
<b>Project Cost:</b>	A. \$5,864,996 - Police department only B. \$6,988,561 - Police dept and council chambers C. \$10,232,048 - Police dept, council chambers and city hall  City will contribute \$2.7 million to lower the cost of each
<b>Lease Term:</b>	30 years.
<b>Ground Lease:</b>	Project site will be leased from the City on an unsubordinated basis so that the title is not affected by the financing or construction.
<b>Ground Lessor:</b>	City of Mendota, CA





## Leaseback Terms

<b>Ground Lessee:</b>	Public Facilities Investment Corp
<b>Project Title:</b>	Project title reverts to the City for \$1.00 at the end of lease term and/or early payoff of leaseback financing.
<b>Estimated Annual Lease Payment</b>	30-Year Term A. \$174,128.69 Annually B. \$253,195.08 Annually C. \$423,824.59 Annually
<b>Interest Rates:</b>	30-Year Term = 3.08 %
<b>Annual Ground Lease:</b>	\$1.00
<b>Operating and Maintenance Costs:</b>	City of Mendota, CA
<b>Payment Increases:</b>	None – payments remain flat for the life of the lease.
<b>Capitalized Interest:</b>	We have included capitalized interest for 18 months so that the City will not be required to make any lease payments until the project is completed.
<b>Prepayment:</b>	Prepayment options will be included in the financing.

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**PFIC**

## Leaseback Terms

**Costs:**

All fees and expenses of professionals (including architectural, legal, engineering, and environmental), construction interest, cost of construction, site work, cost of issuance, development, consultant and program management fees and all other costs for the project will be included in the total financing package.

**Project Fund:**

100% of the project cost will be funded upon close of the leaseback financing and the contractor will make approved draws as necessary.

**Disclaimer:**

Final terms subject to market conditions at the time of close and final agreements.

Please be advised that PFIC is not your financial or municipal advisor or fiduciary. PFIC is not acting as your "municipal advisor" within the meaning of Section 15B of the Securities Exchange Act of 1934, as amended, and does not owe a fiduciary duty to you pursuant to the act with respect to the information and material contained in this document. PFIC is acting as real estate developer for the potential project under consideration and not as a financial advisor or municipal advisor. The primary role of PFIC, as developer, is to coordinate the design, construction and locate potential financing sources for the potential project under consideration. You should discuss any information and material contained in this communication with any and all of your own internal or external municipal and/or financial, legal, accounting, tax and other advisors and experts, as applicable, to the extent you deem appropriate before acting on this information or material.

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**PFIC**

## MENDOTA CITY HALL AND POLICE STATION PROJECT INFORMATION SESSION – 12/09/21

### OPTION ANALYSIS

- Option 1 – Police, Council Chambers, City Hall
  - Current City Hall surplus or for other uses (value)
  - Total Project Cost - \$10,232,048
  - Total Payments - \$423,824.50/Yr (\$35,318/Mo)
- Option 2 – Police, Council Chambers
  - Total Project Cost - \$6,988,561
  - Total Payments - \$253,195.08/Yr (\$21,099/Mo)
- Option 3 – Police
  - Total Project Cost - \$5,864,996
  - Total Payments - \$174,128.69/Yr (\$14,510/Mo)



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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** COMMUNITY ENGAGEMENT FOR CLEAN CALIFORNIA LOCAL GRANT PROGRAM  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

The City of Mendota will be applying for the Clean California Local Grant Program. The grant application needs to show the need for the project was identified through a public engagement process.

**BACKGROUND**

The Clean California Local Grant Program (CCLGP) is a competitive statewide program created to beautify and clean up local streets and roads, tribal lands, parks, pathways, transit centers, and other public spaces. Assembly Bill 149 (Sec. 16) created the CCLGP of 2021 and was codified under Streets and Highway Code §91.41 et al. The Program is one part of the \$1.1 billion Clean California initiative that takes direct aim at the continuous trash generation that has overwhelmed California Department of Transportation (Caltrans) and its partners. Other parts of the Clean California initiative include litter abatement efforts, state beautification and safety projects, and public education campaigns. Significant investments in time and resources are needed to collect, recycle, and dispose of litter and hazardous waste.

**ANALYSIS**

The CCLGP intent to beautify and clean up local streets and roads, and other public spaces will need to achieve the following goals:

- 1) Reduce the amount of waste and debris within public rights-of-way, pathways, parks, transit centers, and other public spaces.
- 2) Enhance, rehabilitate, restore, or install measures to beautify and improve public spaces and mitigate the urban heat island effect.
- 3) Enhance public health, cultural connections, and community placemaking by improving public spaces for walking and recreation.
- 4) Advance equity for underserved communities.

The eligible project types to meet the above-mentioned goals may include but not limited to:

- Infrastructure related community litter abatement and beautification projects.
- Non-infrastructure related community litter abatement events and/or educational programs.

Staff will be submitting a proposal for a “pocket park” at the intersection of 2<sup>nd</sup> and Bass Avenue. We are requesting feedback from the community on the selection of the project. This project will meet all goals intended for the CCLGP.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

None. This is for community engagement.

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** CITY OF MENDOTA MILITARY & VETERAN BANNER PROGRAM  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Should the City Council direct staff to implement the “City of Mendota’s Military & Veteran Banner Program”?

**BACKGROUND**

The City Council has expressed interest in displaying banners that would recognize our community who are currently serving in the Armed Forces of the United States of America or who have served. Staff has presented to the City Council options to implement a program with the final results attached. The materials presented will be distributed and available to the public.

**ANALYSIS**

The City of Mendota’s (“City”) Military & Veteran Banner Program will display banners for Military Personnel and Veterans. Banners will be displayed September through the Monday following Veteran’s Day (November 11<sup>th</sup>) on Oller Street, if approved with CALTRANS. The cost of the banner and installation is \$150.00. This cost will be paid from the applicant of the Service Member. Once the banner is no longer able to be displayed, the City of Mendota will present the banner to the Service Member or their family. The City will be purchasing the banners with Fast Signs, the same vendor for the Mendota High School Graduates banners. They were the most economical banners compared with other vendors who submitted quotes.

**FISCAL IMPACT**

None. Applicant will pay \$150.00 for the cost of banner and installation per Service Member.

**RECOMMENDATION**

Staff recommends City Council direct staff to implement the City of Mendota’s Military & Veteran Banner Program.

**Attachment(s):**

1. City of Mendota Military & Veteran Banner Program
2. City of Mendota Military & Veteran Banner Program flyer
3. City of Mendota Military & Veteran Banner Program banner sample
4. City of Mendota Military & Veteran Banner Program pamphlet



## City of Mendota's Military & Veteran Banner Program

### THE PROGRAM

Established in 2019 by the Mendota City Council to recognize and honor our local Military Service Personnel & Veterans. The banner program will pay tribute to our brave men and women by having a custom individual banner displayed on Oller Street beginning September through the Monday following **Veteran's Day** (November 11<sup>th</sup>).

### REQUIREMENTS

To qualify for the Military/Veteran Banner Program, the following criteria must be met:

- The honoree is an active-duty member or military Veteran (Honorably Discharged) of the United States Armed Forces (Army, Navy, Air Force, Marines, National Guard and Coast Guard)
- The honoree must be a current resident of Mendota or have resided in the city of Mendota
- Must complete and qualify per application
- Pay the \$150.00 for the banner and installation

### APPLICATION PROCEDURE

Banners will be designed and raised in the order that applications are received and approved, and upon space availability, Applications must include:

- Verification of Military Status – to verify active military status, please visit the Department of Defense (<https://scra.dmdc.osd.mil/scra/#/home>) website and submit a copy of the verification page with your application.
- Verification of Veteran Status – **please include a copy of the Veteran's DD214. You may obtain a copy of this form by visiting the National Archives website (<https://archives.gov/veterans.military-service-records>)**
- Proof of residency (copy of current water bill or copy of current PG&E bill) or rental receipt or other billing document showing Mendota address or identification card.
- An official military photo of the Honoree (photo must be high resolution – 300 ppi at 100% and preferably electronic)

### BANNER INSTALLATION

Military & **Veteran's Banners will be installed and displayed** on Oller Street from September through the Monday following **Veteran's Day**. Once the banner is no longer able to be displayed, it will be removed and presented to the honoree or appropriate representative of honoree.

*City of Mendota*

# MILITARY & VETERAN BANNER PROGRAM

*The City of Mendota wishes to honor and recognize our local military service and Veteran men and women by displaying a banner in honor of them. This Military & Veteran Banner Program was established by the City Council in 2019. Our Military & Veteran Banner Program Guidelines provide details on how to participate in this program.*

## **REQUIREMENTS**

- *Complete application for service member*
- *Include a 5"x7" or larger color professional portrait-style of the service person in uniform or Digital photos 300 ppi resolution or better*
- *Pay cost of banner (\$150.00)*

Wish to support our Military & Veteran Banner Program? Donations and sponsorships would be greatly appreciated. Please fill out an application or contact Nancy Banda.



CITY OF MENDOTA  
643 QUINCE STREET  
MENDOTA, CA 93640  
(559) 655-3291 P (559) 655-4064 F  
MONDAY-FRIDAY 8:00AM-5:00PM  
EMAIL: [NANCY@CITYOFMENDOTA.COM](mailto:NANCY@CITYOFMENDOTA.COM)



*Ciudad de Mendota*

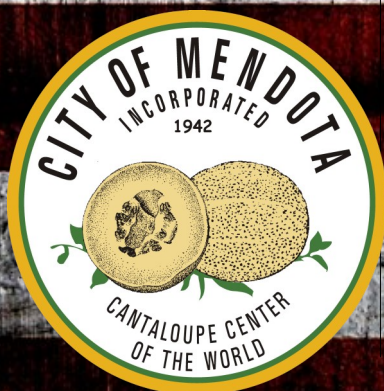
# PROGRAMA DE BANDERAS PARA VETERANOS Y MIEMBROS DE LAS FUERZAS ARMADAS

*La Ciudad de Mendota desea honrar y reconocer a nuestros militares locales y a los hombres y mujeres veteranos exhibiendo una bandera en honor a ellos. Este Programa de Banderas Militares y de Veteranos fue establecido por el Concejo Municipal en 2019. Nuestras Directrices del Programa de banderas militares y de veteranos proporcionan detalles sobre cómo participar en el programa.*

## **REQUISITOS**

- *Completar solicitud para miembro del servicio*
- *Incluya un estilo de retrato profesional en color de 5 "x7" o más grande de la persona de servicio en uniforme o fotos digitales con una resolución de 300 ppi o mejor*
- *Pagar el costo de la bandera (\$150.00)*

*¿Desea apoyar nuestro Programa de Banderas Militares y de Veteranos? Las donaciones y patrocinos serían muy apreciados. Por favor, llene una solicitud o póngase en contacto con Nancy Banda.*



CIUDAD DE MENDOTA  
643 QUINCE STREET  
MENDOTA, CA 93640  
(559) 655-3291 P (559) 655-4064 F  
LUNES-VIERNES 8:00AM-5:00PM  
EMAIL: [NANCY@CITYOFMENDOTA.COM](mailto:NANCY@CITYOFMENDOTA.COM)



customer: Nancy Banda	contact: City of Mendota	FASTSIGNS ph# 559-222-9293	
invoice #: 90589      product #: 1	Designer: CA	INSTALL ADDRESS -	
customer approval:	REVISION LOG	initial proof - 11/22/21	<small>*Computer generated colors in this sketch may not match the finished sign colors. This sketch is the property of FASTSIGNS of Fresno. Any reproduction is prohibited.</small>

CITY OF MENDOTA  
**HONORS**

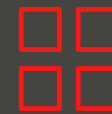


**U.S. MARINE  
CORPS**

*CITY OF MENDOTA IS  
PROUD TO HONOR OUR  
SERVICE MEMBERS  
SERVING IN AND  
THOSE WHO HAVE  
SERVED IN THE  
UNITED STATES  
ARMED FORCES*

## Contact us

City of Mendota  
643 Quince Street  
Mendota, CA 93640  
(559) 655-3291 Phone  
(559) 655-4064 Fax  
email: [nancy@cityofmendota.com](mailto:nancy@cityofmendota.com)



## City of Mendota

MILITARY &  
VETERAN BANNER  
PROGRAM



## TO APPLY FOR A BANNER:

- Complete the "Order Form" portion or applications available at City Hall. Service member's name and Branch of Service is needed along with a contact person.
- Include a copy of a driver's license or other photo ID verifying the Mendota address of the service member or relative.
- Include a 5"x7" or larger color professional portrait-style of the service member in uniform to be displayed on the banner. (Digital photos 300 dpi resolution or better will be accepted)
- Pay the cost of banner \$150.00. Make check payable to:

City of Mendota  
643 Quince Street  
Mendota, CA 93640

# DONATIONS APPRECIATED

Wishing to donate to this  
honorable program?

Please contact City Hall to  
get more details on how you  
are able to contribute at  
(559) 655-3291  
or visit us at  
643 Quince Street  
Mendota, CA 93640  
Thank you.



## ORDER FORM

\_\_\_\_\_  
NAME OF SERVICE PERSON (FIRST & LAST)

Branch of Service: \_\_\_\_\_  
(Army, Navy, Air Force, Marines, Coast Guard,  
National Guard)

\_\_\_\_\_  
Name of Contact Person

\_\_\_\_\_  
Relation to Service Person

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone#: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*City of Mendota's  
Military & Veteran  
Banner Program*

Banners will be displayed September through  
the Monday following Veteran's Day. Once the  
banner is no longer able to be displayed, the  
banner will be presented to the family of the  
Service Person.

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MICHAEL OSBORN, CITY ENGINEER  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** SELECTION OF NEXT STREET IMPROVEMENT PROJECT(S)  
**DATE:** DECEMBER 14, 2021

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**ISSUE**

Should the City Council provide direction to staff to proceed with a specific local street improvement project(s) from the adopted the list of street projects proposed for Fiscal Year 2021-2022 (FY 21/22) RMRA funding?

**BACKGROUND**

On April 28, 2017 the Governor signed Senate Bill 1 (SB1) which is known as the Road Repair and Accountability Act of 2017 and beginning on November 1, 2017, the State Controller (Controller) has begun to deposit various portions of this funding in the created Road Maintenance and Rehabilitation Account (RMRA), with a percentage of that being apportioned to the City of Mendota.

Resolution 21-40 adopted the attached list of projects identified for potential use of RMRA funding in FY 21/22 (Exhibit “A”) and this list was provided to the California Transportation Commission (CTC) as a requirement to continue receiving the RMRA funding apportionment.

Of this list, the Citywide Railroad Corridor Crossing Improvements is underway with awarded funding from the Surface Transportation Grant (STBG) program, and the City has submitted a competitive application under the current STBG call for projects to fund the construction of the 5<sup>th</sup> Street and Quince Street Reconstruction project (award recommendations expected in January 2022.)

**ANALYSIS**

This list of projects was prepared by staff, specifically the City Manager/ Director of Public Works and City Engineer based on the 2015 Pavement Condition Survey of downtown conducted by the Director of Public Works, targeting “red” streets and incorporating other critical areas outside of downtown.

The list identifies Rio Frio Street from 7<sup>th</sup> to 8<sup>th</sup> and Stamoules Street from 7<sup>th</sup> to 9<sup>th</sup> as being the next street reconstruction projects; however, per AB 135, the project list shall not limit the flexibility of the City to fund projects in accordance with local needs and priorities so long as the projects are consistent with subdivision (b) of Section 2030; therefore, this list may be rearranged or amended.

### **FISCAL IMPACT**

To date, the City has not expended any RMRA funds received since FY 17/18 and the banked funding (approximately \$737,720) is now sufficient to fund one or two of the projects on the attached list. Additionally, the City is expected to receive \$240,693 of RMRA funds in FY 21/22 increasing the total RMRA funds available by the end of FY 21/22 to approximately \$978,413. Other street funding (regular Gas Tax, LTF, Measure C, State & Federal grants) can also be utilized to deliver the projects.

### **RECOMMENDATION**

Staff requests that the City Council provide direction to proceed with a specific local street improvement project(s) from the adopted the list of street projects to utilize RMRA funds.

### **Attachment(s):**

1. Exhibit "A", FY 2021-2022 List of Projects, amended with estimated project costs

Exhibit "A"

FY 2021-2022 SB1 Project List

Proposed Project	Description	Location	Estimated Schedule		Estim. Useful Life (# of Yr)		Estimated Project Cost
			Design & CEQA Start	Construction Completion	Min.	Max.	
<b>Previously Adopted SB1 Project List with updated schedule</b>							
Citywide Railroad Corridor Crossing Improvements	Improving the railroad corridor within the city by adding concrete panels to crossing, installing medians or channelizers, and reconstruction of the roadway adjacent to crossings at all three crossings within the City	1) SR33 between Bass Avenue and SR 180; 2) 9th Street between Marie St and Naples St; and 3) W Belmont Ave between Marie St and SR 180.	May-21	Sep-22	15	50	\$ 831,600
7th Street	In general, the project consists of grind and overlay of 7th Street between Stamoules Street and Rio Frio Street	7th Street from Stamoules Street to Tule Street	Sep-22	Nov-23	10	20	\$ 550,000
5th Street and Quince Street Reconstruction	In general, the project consists of reconstruction of 5th Street from Quince Street to Derrick Avenue (State Route 33) and Quince Street from 5th Street to 6th Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, driveway and alley approaches, and traffic striping and markings to add two way left turn lanes, parking/bike lanes and high visibility school zone cross walks.	5th Street from Quince to Derrick Avenue (SR 33), and Quince Street from 5th Street to 6th Street	Sep-21	Nov-23	15	30	\$ 900,000
Fleming & McCabe Avenue Reconstruction	In general, the project consists of reconstruction of the two streets between Rowe Avenue and Sorensen Avenue, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, driveway approaches, and traffic striping and markings to add center lane lines, parking/bike lanes and high visibility school zone cross walks.	Flemming Avenue from Rowe Avenue to Sorensen Avenue, and McCabe Avenue from Rowe Avenue to Sorensen Avenue	Sep-23	Nov-24	15	30	\$ 700,000
Marie Street & 5th Street Reconstruction	In general, the project consists of reconstruction of Marie Street between Divisadero Street and 5th Street and 5th Street between Marie Street and Lolita Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add center lane line and parking/bike lanes.	Marie Street from Divisadero Street to 5th Street, and 5th Street from Marie Street to Lolita Street	Sep-24	Nov-25	15	30	\$ 480,000
Rio Frio Street Reconstruction	In general, the project consists of reconstruction of Rio Frio Street between 7th Street and 8th Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add two way left turn lanes and parking/bike lanes.	Rio Frio Street from 7th Street to 8th Street	Sep-21	Nov-22	15	30	\$ 300,000

Exhibit "A"

FY 2021-2022 SB1 Project List

Proposed Project	Description	Location	Estimated Schedule		Estim. Useful Life (# of Yr)		Estimated Project Cost
			Design & CEQA Start	Construction Completion	Min.	Max.	
Naples Street Reconstruction	In general, the project consists of reconstruction of Naples Street between 2nd Street and 9th Street, including demolition of existing asphalt and concrete pavements, storm drain inlets, manholes and pipes, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add two way left turn lanes and parking/bike lanes.	Naples Street from 2nd Street to 9th Street	Sep-24	Nov-25	15	30	\$ 2,000,000
Kate Street Reconstruction	In general, the project consists of reconstruction of North Kate Street between Divisadero Street and I Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add center lane line and parking/bike lanes.	North Kate Street between Divisadero Street and I Street	Sep-24	Nov-25	15	30	\$ 480,000
Stamoules Street Reconstruction	In general, the project consists of reconstruction of Stamoules Street between 7th Street and 9th Street, including demolition of existing asphalt and concrete pavements, Full Depth Reclamation soil-cement treatment, new HMA pavement, curbs, gutters, ramps, and traffic striping and markings to add two way left turn lanes and parking/bike lanes.	Stamoules Street from 7th Street to 9th Street	Sep-21	Nov-22	15	30	\$ 500,000



**Animal Control  
Monthly Log**

October 2021

LOCATION	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUNDED Y/N	DOG DISPO & DATE	OFFENSE	FINE
230 MCCABE AVE	10/1/2021	ANIMAL COMPLAINT	LITTER OF KITTENS	UNK	N/A	YES	KITTENS WERE FOSTERED BY FEMALE	N/A	\$0.00
767 PUCHEU ST	10/2/2021	ANIMAL COMPLAINT	GERMAN SHEPARD	M	SUSAN DIAZ	YES	DOG POUND / RETURNED TO OWNER	1ST	\$100.00
202 I ST	10/4/2021	ANIMAL COMPLAINT	INJURED OWL	UNK	N/A	YES	OWL WAS TAKEN TO SPCA FOR RESCUE	N/A	\$0.00
202 1 ST APT 136	10/6/2021	ANIMAL COMPLAINT	BLK GERMAN SHEPARD	M	N/A	YES	DOG POUND / FHAS RESCUE	N/A	\$0.00
1438 8TH ST	10/7/2021	ANIMAL COMPLAINT	2 PITBULLS	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
1820 JENNINGS ST	10/7/2021	ANIMAL COMPLAINT	2 TERRIER MIXES	M/F	N/A	YES (1)	DOG POUND / FHAS RESCUE	N/A	\$0.00
MENDOTA ELEMENTARY SCH	10/7/2021	ANIMAL COMPLAINT	WHT HUSKY	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
644 4TH ST	10/8/2021	ANIMAL COMPLAINT	WHT GRY LG DOG	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
605 BASS AVE	10/8/2021	ANIMAL COMPLAINT	WHT LG HUSKY	M	N/A	YES	DOG POUND / FHAS RESCUE	N/A	\$0.00
966 2ND ST	10/9/2021	ANIMAL COMPLAINT	2 LG GERMAN SHEPARDS	M	GEO GONZALES	YES	RETURNED TO OWNER	2ND	\$200.00
331 OXNARD ST	10/10/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	N/A	DISPOSED	N/A	\$0.00
1282 BELMONT AVE	10/12/2021	ANIMAL COMPLAINT	5 DOGS	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
485 MARIE ST	10/15/2021	ANIMAL COMPLAINT	WHT HUSKY	M	N/A	YES	DOG POUND / FHAS RESCUE	N/A	\$0.00
951 2ND ST	10/15/2021	ANIMAL COMPLAINT	2 LG GERMAN SHEPARDS	M	GEO GONZALES	YES	DOG POUND / RETURNED TO OWNER	3RD	\$400.00
1100 2ND ST	10/16/2021	ANIMAL COMPLAINT	STRAY DOG	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
131 PETRY ST	10/17/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	N/A	DISPOSED	N/A	\$0.00
1258 BELMONT AVE	10/20/2021	ANIMAL COMPLAINT	BLK DOG	M	N/A	YES	DOG POUND / FHAS RESCUE	N/A	\$0.00
251 VALENZUELA ST	10/21/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	NO	CAT NOT 11-44. WAS INJURED TOOK OFF RUNNING GO	N/A	\$0.00
409 HOLMES AVE	10/21/2021	ANIMAL COMPLAINT	DOG	UNK	NEIGHBOR	NO	TALKED TO NEIGHBOR ADVISED TO PICK UP FECES	N/A	\$0.00
340 HOLMES AVE	10/25/2021	ANIMAL COMPLAINT	11-44 DOG	UNK	N/A	N/A	DISPOSED	N/A	\$0.00
1258 BELMONT AVE	10/27/2021	ANIMAL COMPLAINT	WHT DOG	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
231 L ST	10/27/2021	ANIMAL COMPLAINT	5 STRAY DOGS	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
51 VERA CIR	10/27/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	N/A	DISPOSED	N/A	\$0.00
200 BLK L ST	10/28/2021	ANIMAL COMPLAINT	STRAY DOG	UNK	N/A	NO	DOG TOOK OFF RUNNING	N/A	\$0.00
CITY HALL	10/29/2021	ANIMAL COMPLAINT	3 STRAY DOGS	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
558 4TH ST	10/30/2021	ANIMAL COMPLAINT	PITBULL	M	MARIA LOURDES	NO	NO LONGER WANTED SONS DOG AT HER RESIDENCE	N/A	\$0.00
231 L ST	10/30/2021	ANIMAL COMPLAINT	BLK TERRIER MIX	UNK	N/A	NO	DOG TOOK OFF RUNNING	N/A	\$0.00
ELM / SORENSON ST	10/31/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	N/A	DISPOSED	N/A	\$0.00
								<b>TOTAL AMOUNT:</b>	<b>\$700.00</b>

## Code Enforcement Monthly Log

October 2021

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT
1229 HOBLITT AVE	MISC INVESTIGATION	10/1/2021	N/A	COMPLETE	\$0.00
2789 S ORANGE AVE	MISC INVESTIGATION	10/1/2021	N/A	COMPLETE	\$0.00
735 I ST	MUNI CODE VIOLATION ( WEEDS AND TRASH)	10/1/2021	N/A	CITE	\$200.00
747 DERRICK AVE	ADMINISTRATIVE MEETING	10/1/2021	N/A	COMPLETE	\$0.00
8TH / OLLER ST	COMMUNITY CONTACT	10/2/2021	N/A	COMPLETE	\$0.00
2789 S ORANGE AVE	MISC INVESTIGATION	10/2/2021	N/A	COMPLETE	\$0.00
MENDOTA HIGH SCHOOL	COMMUNITY CONTACT	10/2/2021	N/A	COMPLETE	\$0.00
6TH / OLLER ST	MUNI CODE VIOLATION (VEH W/ FOR SALE SIGN)	10/2/2021	10/12/2021	WARNING	\$0.00
654 LOZANO ST	COMMUNITY CONTACT	10/2/2021	N/A	COMPLETE	\$0.00
BASS / HWY 33	VEHICLE NUISANCE	10/2/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
912 MARIE ST	REFUELING	10/3/2021	N/A	COMPLETE	\$0.00
210 HOLMES AVE	MUNI CODE VIOLATION (APPLIANCE ON SIDE OF HOME)	10/3/2021	10/13/2021	WARNING	\$0.00
400 BLK LOLITA ST	MUNI CODE VIOLATION (TRAILER IN RESIDENTIAL)	10/3/2021	N/A	WARNING	\$0.00
NAPLES /2ND ST	MUNI CODE VIOLATION (DRINKING IN PUBLIC PARK X2)	10/3/2021	N/A	CITE	\$100.00
FAMILY DOLLAR	MUNI CODE VIOLATION (URINATING IN PUBIC)	10/3/2021	N/A	CITE	\$100.00
654 LOZANO ST	COMMUNITY CONTACT	10/3/2021	N/A	COMPLETE	\$0.00
737 OLLER (ALLEYWAY)	VEHICLE CHECK	10/3/2021	N/A	CITE	\$50.00
519 LOLITA ST	VEHICLE CHECK	10/3/2021	N/A	CITE / TOW	\$50.00
296 MALDONADO ST	VEHICLE CHECK	10/4/2021	N/A	CITE	\$50.00
103 HUGHES AVE	MISC INVESTIGATION	10/4/2021	N/A	COMPLETE	\$0.00
735 I ST	FOLLOW UP	10/5/2021	N/A	COMPLETE	\$0.00
632 DE LA CRUZ ST	MUNI CODE VIOLATION (JUNK)	10/5/2021	N/A	CITE	\$100.00
ROWE / MCCABE AVE	VEHICLE CHECK	10/5/2021	N/A	CITE	\$100.00
NAPLES / 3RD ST	VEHICLE CHECK	10/5/2021	N/A	CHECKS OKAY	\$0.00
LOLITA / 8TH ST	MUNI CODE VIOLATION (TRASH, JUNK. MATTRESSES)	10/5/2021	N/A	CITE	\$300.00
NAPLES / 6TH ST	PARKING CITE	10/5/2021	N/A	CITE	\$50.00
FRESNO	MISC INVESTIGATION	10/6/2021	N/A	COMPLETE	\$0.00
RIO FRIO / 5TH ST	VEHICLE CHECK	10/6/2021	N/A	CITE / TOW	\$50.00
449 RIO FRIO	COMMUNITY CONTACT	10/6/2021	N/A	COMPLETE	\$0.00
100 BLK NAPLES ST	VEHICLE CHECK	10/6/2021	N/A	72 HR TAG	\$0.00
NAPLES / HWY 33	VEHICLE CHECK	10/6/2021	N/A	CITE	\$50.00
543 STAMOULES ST	MUNI CODE VIOLATION (FIRE REMAINS)	10/6/2021	N/A	CITE	\$100.00
485 RIO FRIO ST	VEHICLE CHECK	10/6/2021	N/A	CITE	\$50.00
8TH / STMOULES ST	PARKING CITE	10/6/2021	N/A	CITE	\$50.00
261 ESPINOZA ST	VEHICLE CHECK	10/6/2021	N/A	CITE / TOW	\$50.00
700 DERRICK AVE	COMMUNITY CONTACT	10/7/2021	N/A	COMPLETE	\$0.00
837 OLLER ST	COMMUNITY CONTACT	10/7/2021	N/A	COMPLETE	\$0.00
1167 PUCHEU ST	FOLLOW UP	10/7/2021	N/A	CITE	\$500.00
FRESNO	MISC INVESTIGATION	10/7/2021	N/A	COMPLETE	\$0.00
800 GARCIA ST	VEHICLE CHECK	10/8/2021	N/A	CITE / TAG	\$50.00
654 LOZANO ST	COMMUNITY CONTACT	10/8/2021	N/A	COMPLETE	\$0.00
182 ROWE AVE	VEHICLE CHECK	10/8/2021	N/A	CITE / TOW	\$50.00
218 OLLER ST	COMMUNITY CONTACT	10/8/2021	N/A	COMPLETE	\$0.00
519 LOLITA ST (ALLEYWAY)	VEHICLE CHECK	10/8/2021	N/A	WARNING	\$0.00
607 S. KATE ST	MUNI CODE VIOLATION (INOP VEHS (X3), APPLIANCE, FURNITURE, WEEDS, AND TIRES)	10/8/2021	10/18/2021	CITE	\$500.00
1057 7TH ST	MUNI CODE VIOLATION (GRAFFITI)	10/8/2021	N/A	CITE	\$100.00

## Code Enforcement Monthly Log

October 2021

MEPD	LOBBY TRAFFIC	10/8/2021	N/A	COMPLETE	\$0.00
255 I ST	VEHICLE CHECK	10/8/2021	N/A	CITE / TOW	\$50.00
611 GARCIA ST	FOLLOW UP	10/8/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	10/8/2021	N/A	COMPLETE	\$0.00
2ND / H ST	PARKING CITE	10/8/2021	N/A	CITE	\$50.00
691 INEZ ST	VEHICLE CHECK	10/8/2021	N/A	CHECKS OKAY	\$0.00
573 L ST	PARKING CITE	10/8/2021	N/A	CITE	\$50.00
1570 7TH ST	PARKING CITE	10/8/2021	N/A	CITE	\$50.00
261 I ST	VEHICLE CHECK	10/8/2021	N/A	CITE	\$50.00
617 GARCIA ST	FOLLOW UP	10/8/2021	N/A	CITE	\$500.00
FRESNO	MISC INVESTIGATION	10/9/2021	N/A	COMPLETE	\$0.00
47 VERA CIR	MUNI CODE VIOLATION ( SEMI IN RESIDENTIAL)	10/9/2021	N/A	WARNING	\$0.00
ROJAS PIERCE PARK	MISC INVESTIGATION	10/9/2021	N/A	COMPLETE	\$0.00
785 OLLER ST	MUNI CODE VIOLATION ( DRINKING IN PUBLIC)	10/9/2021	N/A	CITE	\$50.00
1161 OLLER ST	MUNI CODE VIOLATION ( MOBILE HOME)	10/9/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
218 OLLER ST	COMMUNITY CONTACT	10/9/2021	N/A	COMPLETE	\$0.00
MENDOTA HIGH SCHOOL	COMMUNITY CONTACT	10/9/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION ( URINATING AND OPEN CONTAINER IN PUBLIC)	10/9/2021	N/A	CITE	\$100.00
1775 7TH ST	VEHICLE CHECK	10/9/2021	N/A	CHECKS OKAY	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/9/2021	N/A	COMPLETE	\$0.00
7TH / RIO FRIO ST	PATROL CHECK	10/9/2021	N/A	CHECKS OKAY	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION ( URINATING IN PUBLIC)	10/9/2021	N/A	CITE	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION (URINATING IN PUBIC)	10/9/2021	N/A	CITE X3	\$150.00
636 JUANITA ST	MUNI CODE VIOLATION ( SCAVENGING)	10/9/2021	N/A	WARNING	\$0.00
LA COLONIA	PATROL CHECK	10/9/2021	N/A	CHECKS OKAY	\$0.00
641 GARCIA ST	VEHICLE CHECK	10/10/2021	N/A	CITE	\$50.00
PEREZ / BARBOZA ST	VEHICLE CHECK	10/10/2021	N/A	CITE	\$50.00
2ND / OLLER ST	VEHICLE CHECK	10/10/2021	N/A	CITE	\$50.00
218 OLLER ST	COMMUNITY CONTACT	10/10/2021	N/A	COMPLETE	\$0.00
688 KATE ST (ALLEYWAY)	VEHICLE CHECK	10/10/2021	N/A	WARNING	\$0.00
667 LOLITA ST	MUNI CODE VIOLATION ( TRASH, INOP VEH, APPLIANCE, FURNITURE)	10/10/2021	N/A	CITE	\$500.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/10/2021	N/A	CHECKS OKAY	\$0.00
529 J ST	MUNI CODE VIOLATION ( INOP VEH)	10/10/2021	N/A	CITE	\$100.00
645 LOZANO ST	MUNI CODE VIOLATION ( SOFAS X2)	10/10/2021	N/A	CITE	\$200.00
315 RIOS ST	PARKING CITE	10/10/2021	N/A	CITE	\$25.00
825 TULE ST	FOLLOW UP	10/12/2021	N/A	COMPLETE	\$0.00
8TH / OLLER ST	PARKING CITE	10/12/2021	N/A	CITE	\$50.00
139 PETRY ST	MUNI CODE VIOLATION (ILLEGAL MECHANICS)	10/12/2021	N/A	CITE	\$100.00
78 SEGOVIA ST	VEHICLE CHECK	10/12/2021	N/A	CITE	\$50.00
912 MARIE ST	REFUELING	10/13/2021	N/A	COMPLETE	\$0.00
BLACK / SANTA CRUZ ST	VEHICLE CHECK	10/13/2021	N/A	CITE	\$50.00
185 ASH AVE	VEHICLE CHECK	10/13/2021	N/A	CITE	\$50.00
605 BASS AVE	ADMINISTRATIVE MEETING	10/13/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION ( URINATING IN PUBLIC)	10/13/2021	N/A	CITE	\$50.00
205 LOCUST AVE	VEHICLE CHECK	10/14/2021	N/A	CITE	\$50.00
531 SORENSON AVE	VEHICLE NUISANCE	10/14/2021	N/A	CITE / 72 HR TAG	\$50.00

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761 PUCHEU ST	FOLLOW UP	10/14/2021	N/A	COMPLETE	\$0.00
631 KATE ST	CITIZEN ASSIST	10/14/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	10/14/2021	N/A	COMPLETE	\$0.00
642 PUCHEU ST	FOLLOW UP	10/14/2021	N/A	COMPLETE	\$0.00
BASS / BARBOZA ST	MUNI CODE VIOLATION (HOMELESS)	10/14/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
173 PEACH AVE	MUNI CODE VIOLATION (DILAPIDATED FENCE)	10/14/2021	10/24/2021	WARNING	\$0.00
175 ASH AVE	MUNI CODE VIOLATION (SEMI IN RESIDENTIAL)	10/14/2021	N/A	CITE	\$100.00
707 PEACH AVE	VEHICLE CHECK	10/14/2021	N/A	CITE	\$50.00
1628 PEACH AVE	VEHICLE CHECK	10/14/2021	N/A	CITE	\$50.00
800 BLK GARCIA	VEHICLE CHECK	10/14/2021	N/A	CITE / TOW	\$50.00
LATINO MARKET	MUNI CODE VIOLATION ( OPEN CONTAINER AND DRINKING IN PUBLIC)	10/15/2021	N/A	CITE X3	\$150.00
LATINO MARKET	MISC INVESTIGATION	10/15/2021	N/A	COMPLETE	\$0.00
315 RIOS ST	PARKING CITE	10/15/2021	N/A	CITE X2	\$50.00
315 RIOS ST	VEHICLE CHECK	10/15/2021	N/A	CITE / TOW	\$50.00
9TH / OLLER ST	COMMUNITY CONTACT	10/15/2021	N/A	COMPLETE	\$0.00
585 J ST	VEHICLE CHECK	10/15/2021	N/A	CHECKS OKAY	\$0.00
BASS / BARBOZA ST	FOLLOW UP	10/15/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
654 LOZANO ST	COMMUNITY CONTACT	10/16/2021	N/A	COMPLETE	\$0.00
647 LOZANO ST	VEHICLE CHECK	10/16/2021	N/A	CITE	\$275.00
MENDOTA HIGH SCHOOL	COMMUNITY CONTACT	10/16/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/16/2021	N/A	CITE	\$50.00
609 LOZANO ST	PARKING CITE	10/17/2021	N/A	CITE	\$25.00
631 LOZANO ST	PARKING CITE	10/17/2021	N/A	CITE	\$25.00
313 RIO ST	PARKING CITE	10/17/2021	N/A	CITE	\$25.00
315 RIOS ST	PARKING CITE	10/17/2021	N/A	CITE X2	\$50.00
311 RIOS ST	COMMUNITY CONTACT	10/17/2021	N/A	COMPLETE	\$0.00
496 QUINCE ST (ALLEYWAY)	VEHICLE CHECK	10/17/2021	N/A	CITE X2	\$50.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/17/2021	N/A	COMPLETE	\$0.00
LATINO MARKET	MUNI CODE VIOLATION ( OPEN CONTAINER IN PUBLIC)	10/17/2021	N/A	CITE	\$50.00
LA COLONIA	PATROL CHECK	10/17/2021	N/A	CHECKS OKAY	\$0.00
617 GARCIA ST	VEHICLE NUISANCE	10/17/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	COMMUNITY CONTACT	10/18/2021	N/A	COMPLETE	\$0.00
617 GARCIA ST	FOLLOW UP	10/18/2021	N/A	COMPLETE	\$0.00
GOMEZ / GARCIA ST	VEHICLE CHECK	10/18/2021	10/21/2021	72 HR TAG	\$0.00
342 ROSALES LN	VEHICLE CHECK	10/18/2021	10/21/2021	72 HR TAG	\$0.00
617 GARCIA ST	FOLLOW UP	10/18/2021	N/A	COMPLETE	\$0.00
611 GARCIA ST	FOLLOW UP	10/18/2021	N/A	COMPLETE	\$0.00
242 TUFT ST	VEHICLE CHECK	10/18/2021	N/A	CITE	\$50.00
231 GREGG CT	MUNI CODE VIOLATION (SEMI IN RESIDENTIAL)	10/18/2021	N/A	CITE	\$100.00
270 ESPINOZA ST	MUNI CODE VIOLATION (TRASH)	10/18/2021	N/A	CITE	\$100.00
290 HOLMES AVE	VEHICLE CHECK	10/18/2021	10/21/2021	72 HOUR TAG	\$0.00
45 VERA CIR	PARKING CITE	10/18/2021	N/A	CITE X2	\$100.00
331 L ST	CITIZEN ASSIST	10/19/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
296 L ST	VEHICLE CHECK	10/19/2021	N/A	CITE / TOW	\$50.00
331 L ST	VEHICLE CHECK	10/19/2021	N/A	CITE / TOW	\$50.00
632 GARCIA ST	MUNI CODE VIOLATION (INOP VEHS X2)	10/19/2021	N/A	CITE	\$200.00

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796 UNIDA ST	FOLLOW UP ( NOTICE AND ORDER POSTAGE)	10/20/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
319 L ST	FOLLOW UP	10/20/2021	N/A	COMPLETE	\$0.00
643 LOZANO ST	VEHICLE CHECK	10/20/2021	N/A	WARNING	\$0.00
1161 OLLER ST	MISC INVESTIGATION	10/20/2021	N/A	CITE	\$100.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/20/2021	N/A	CHECKS OKAY	\$0.00
270 FLEMING AVE	COMMUNITY CONTACT	10/20/2021	N/A	COMPLETE	\$0.00
654 LOZANO ST	VEHICLE NUISANCE	10/20/2021	N/A	CITE	\$275.00
900 AIRPORT BLVD	FOLLOW UP	10/20/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
837 OLLER ST	COMMUNITY CONTACT	10/20/2021	N/A	COMPLETE	\$0.00
536 RIO FRIO ST	VEHICLE CHECK	10/20/2021	N/A	CHECKS OKAY	\$0.00
918 QUINCE ST	MUNI CODE VIOLATION (INOP VEHS X2, FURNITURE)	10/20/2021	N/A	CITE	\$300.00
110 KATE CT	VEHICLE CHECK	10/20/2021	N/A	CITE / TOW	\$50.00
242 TUFT ST	VEHICLE CHECK	10/21/2021	N/A	WARNING	\$0.00
2ND / NAPLES ST	VEHICLE CHECK	10/21/2021	N/A	72 HR TAG	\$0.00
GOMEZ / GARCIA ST	VEHICLE CHECK	10/21/2021	N/A	CITE / TOW	\$50.00
1895 5TH ST	MUNI CODE VIOLATION ( PILE OF EARTH)	10/21/2021	10/31/2021	WARNING	\$0.00
1775 5TH ST	MUNI CODE VIOLATION ( TRASH, FURNITUE, TRASH, MISC ITMES)	10/21/2021	10/31/2021	WARNING	\$0.00
413 RIO FRIO ST	MUNI CODE VIOLATION ( TRAILER)	10/21/2021	10/31/2021	WARNING	\$0.00
583 L ST	VEHICLE CHECK	10/21/2021	N/A	CHECKS OKAY	\$0.00
648 JUANITA ST	MUNI CODE VIOLATION (INOP VEHS)	10/21/2021	10/31/2021	WARNING	\$0.00
LOLITA / DIVISADERO ST	VEHICLE CHECK	10/21/2021	N/A	CITE / TOW	\$50.00
603 GARCIA ST	VEHICLE CHECK	10/21/2021	10/21/2021	72 HR TAG	\$0.00
111 BELMONT AVE	COMMUNITY CONTACT	10/21/2021	N/A	COMPLETE	\$0.00
442 NAPLES ST	VEHICLE CHECK	10/21/0201	N/A	CITE	\$50.00
237 PUCHEU ST	MUNI CODE VIOLATION (TRASH)	10/21/2021	10/31/2021	WARNING	\$0.00
261 PUCHEU ST	MUNI CODE VIOLATION (APPLIANCE ON SIDE OF HOME)	10/21/2021	10/31/2021	WARNING	\$0.00
313 3RD ST	VEHICLE CHECK	10/21/2021	N/A	WARNING	\$0.00
425 RIO FRIO ST	MUNI CODE VIOLATION (TRAILER)	10/21/2021	10/31/2021	WARNING	\$0.00
325 PUCHEU ST	MUNI CODE VIOLATION (INOP VEH AND CLUTTER)	10/21/2021	10/31/2021	WARNING	\$0.00
LA COLONIA	PATROL CHECK	10/22/2021	N/A	CHECKS OKAY	\$0.00
MARIE / 5TH ST	MUNI CODE VIOLATION ( OWNER W/ DOGS RUNNING AT LARGE)	10/22/2021	N/A	CITE	\$300.00
1890 7TH ST	COMMUNITY CONTACT	10/22/2021	N/A	COMPLETE	\$0.00
664 OLLER ST	COMMUNITY CONTACT	10/22/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/22/2021	N/A	CITE	\$50.00
491 KATE ST	FOLLOW UP	10/22/2021	N/A	CITE	\$200.00
MEPD	FOLLOW UP	10/22/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
2ND / K ST	VEHICLE CHECK	10/22/2021	N/A	CITE / TOW	\$50.00
2ND / MARIE ST	MISC INVESTIGATION	10/22/2021	N/A	COMPLETE	\$0.00
900 AIRPORT BLVD	FOLLOW UP	10/22/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1096 PUCHEU ST	VEHICLE NUISANCE	10/22/2021	N/A	GONE ON ARRIVAL	\$0.00
261 OLLER	COMMUNITY CONTACT	10/23/2021	N/A	COMPLETE	\$0.00
LA COLONIA	PATROL CHECK	10/23/2021	N/A	CHECKS OKAY	\$0.00
912 MARIE ST	REFUELING	10/23/2021	N/A	COMPLETE	\$0.00
GARCIA / RIOS ST	VEHICLE CHECK	10/23/2021	N/A	CITE	\$50.00
BARBOZA / PEREZ ST	VEHICLE CHECK	10/23/2021	N/A	CITE	\$50.00
218 OLLER ST	COMMUNITY CONTACT	10/23/2021	N/A	COMPLETE	\$0.00

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491 KATE ST	FOLLOW UP	10/23/21	N/A	COMPLETE	\$0.00
654 LOZANO ST	COMMUNITY CONTACT	10/23/2021	N/A	COMPLETE	\$0.00
WASHINGTON ELEMENTARY SCHOOL	MUNI CODE VIOLATION ( DRINKING IN PUBLIC)	10/23/2021	N/A	CITE	\$50.00
766 DERRICK AVE	COMMUNITY CONTACT	10/23/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION COMPLIANCE	10/23/2021	N/A	COMPLETE	\$0.00
LOZANO / PEREZ ST	VEHICLE CHECK	10/23/2021	N/A	CHECKS OKAY	\$0.00
449 DERRICK AVE	DETAIL - SPECIAL DETAIL	10/24/2012	N/A	COMPLETE	\$0.00
607 KATE ST	MUNI CODE VIOLATION (INOP VEHS (X3), APPLIANCE, FURNITURE, WEEDS, AND TIRES)	10/24/2021	N/A	CITE	\$500.00
CITY HALL	COMMUNITY CONTACT	10/25/2021	N/A	COMPLETE	\$0.00
754 PEACH AVE	MUNI CODE VIOLATION (LIVESTOCK)	10/25/2021	N/A	WARNING	\$0.00
491 KATE ST	FOLLOW UP	10/25/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1161 OLLER ST	VEHICLE CHECK	10/25/2021	N/A	CITE / TOW	\$50.00
900 AIRPORT BLVD	FOLLOW UP	10/25/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	COMMUNITY CONTACT	10/25/2021	N/A	COMPLETE	\$0.00
301 BLANCO ST	MUNI CODE VIOLATION (APPLIANCE AND JUNK)	10/26/2021	11/05/21	WARNING	\$0.00
623 DE LA CRUZ ST	VEHICLE CHECK	10/26/2021	N/A	CHECKS OKAY	\$0.00
639 DE LA CRUZ ST	MUNI CODE VIOALTION (INOP VEH)	10/26/2021	N/A	CITE	\$100.00
695 LOZANO ST	MUNI CODE VIOLATION (APPLIANCE AND JUNK)	10/26/2021	N/A	CITE	\$200.00
FRESNO	MISC INVESTIGATION	10/26/2021	N/A	COMPLETE	\$0.00
611 GARCIA ST	FOLLOW UP	10/26/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
320 BLACK ST	MUNI CODE VIOLATION (SEMI IN RESIDENTIAL)	10/26/2021	N/A	WARNING	\$0.00
PETRY / HOLMES AVE	VEHICLE CHECK	10/26/2021	N/A	CHECKS OKAY	\$0.00
1167 PUCHEU ST	MUNI CODE VIOLATION (TRASH, JUNK, INOP VEH)	10/26/2021	N/A	CITE	\$500.00
55 CASTRO ST	VEHICLE CHECK	10/26/2021	N/A	CITE / TOW	\$50.00
CITY HALL	ADMINISTRATIVE MEETING	10/27/2021	N/A	COMPLETE	\$0.00
OLLER / 6TH ST	MISC INVESTIGATION	10/27/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	10/27/2021	N/A	COMPLETE	\$0.00
FRESNO	MISC INVESTIGATION	10/27/2021	N/A	COMPLETE	\$0.00
6TH / TULE ST	VEHICLE CHECK	10/27/2021	N/A	CITE	\$50.00
CITY HALL	COMMUNITY CONTACT	10/27/2021	N/A	COMPLETE	\$0.00
202 GREGG CT	MUNI CODE VIOLATION (VEH ON LAWN)	10/27/2021	N/A	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	10/27/2021	N/A	COMPLETE	\$0.00
RAMON'S TIRES	COMMUNITY CONTACT	10/27/2021	N/A	COMPLETE	\$0.00
519 LOLITA ST	DELIVER MESSAGE	10/27/2021	N/A	COMPLETE	\$0.00
319 L ST	FOLLOW UP	10/28/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
212 LUA AVE	MUNI CODE VIOLATION (TRASH BINS)	10/28/2021	N/A	WARNING	\$0.00
218 OLLER ST	COMMUNITY CONTACT	10/28/2021	N/A	COMPLETE	\$0.00
OLLER / 2ND ST	VEHICLE CHECK	10/28/2021	N/A	CITE	\$50.00
GARCIA / RIOS ST	VEHICLE CHECK	10/28/2021	N/A	CITE	\$50.00
FRESNO	MISC INVESTIGATION	10/28/2021	N/A	COMPLETE	\$0.00
300 BLK SORENSON ST	CITIZEN ASSIST	10/28/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
780 QUINCE ST	MUNI CODE VIOLATION (APPLIANCE X2)	10/28/2021	N/A	CITE	\$200.00
121 BELMONT AVE	DETAIL - SPECIAL DETAIL	10/28/2021	N/A	COMPLETE	\$0.00
KINGSBURG	MISC INVESTIGATION	10/29/2021	N/A	COMPLETE	\$0.00
251 SANTA CRUZ ST	MUNI CODE VIOLATION (CLUTTER ON SIDE OF HOME)	10/29/2021	11/8/2021	WARNING	\$0.00
231 SANTA CRUZ ST	MUNI CODE VIOLATION (INOP VEHS X2)	10/29/2021	N/A	CITE	\$200.00

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CITY HALL	COMMUNITY CONTACT	10/29/2021	N/A	COMPLETE	\$0.00
652 4TH ST	MUNI CODE VIOLATION (INOP VEHS X3 AND TIRES)	10/29/2021	N/A	CITE	\$300.00
242 TUFT ST	VEHICLE CHECK	10/29/2021	N/A	CHECKS OKAY	\$0.00
286 MALDONADO ST	VEHICLE CHECK	10/29/2021	N/A	CHECKS OKAY	\$0.00
256 SANTA CRUZ ST	MUNI CODE VIOLATION (BOAT)	10/29/2021	11/8/2021	WARNING	\$0.00
629 LOZANO ST	VEHICLE CHECK	10/29/2021	N/A	WARNING	\$0.00
QUINCE / JENNINGS ST	VEHICLE CHECK	10/29/2021	N/A	CHECKS OKAY	\$0.00
629 LOZANO ST	PARKING CITE	10/30/2021	N/A	CITE X2	\$50.00
1285 OLLER ST	COMMUNITY CONTACT	10/30/2021	N/A	COMPLETE	\$0.00
LA COLONIA	PATROL CHECK	10/30/2021	N/A	CHECKS OKAY	\$0.00
654 LOZANO ST	COMMUNITY CONTACT	10/30/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION ( URINATING IN PUBLIC)	10/30/2021	N/A	CITE	\$50.00
642 PUCHEU ST	MUNI CODE VIOLATION ( APPLIANCE)	10/30/2021	N/A	CITE	\$100.00
642 PUCHEU ST	PARKING CITE	10/30/2021	N/A	CITE	\$25.00
8TH / OLLER ST	COMMUNITY CONTACT	10/30/2021	N/A	COMPLETE	\$0.00
260 FLEMING AVE	FOLLOW UP	10/30/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
636 JUANITA ST	DETAIL - SPECIAL DETAIL	10/31/2021	N/A	COMPLETE	\$0.00
				<b>TOTAL AMOUNT:</b>	<b>\$10,925.00</b>



# MENDOTA POLICE DEPARTMENT

OCTOBER 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002108.1		10/1/2021	Fri	NO	VANDALISM	PC 594
210002109.1	812 PUCHEU ST	10/1/2021	Fri	YES	WARRANT ARREST	PC 166
210002111.1	OLLER ST & 5TH ST	10/1/2021	Fri	YES	DUI ARREST	VC 23152
210002113.1	248 OLLER ST	10/1/2021	Fri	NO	FIELD INTERVIEW	
210002114.1	1000 AIRPORT BLVD	10/1/2021	Fri	NO	ERROR	
210002115.1	1282 BELMONT AV	10/1/2021	Fri	NO	INCIDENT REPORT	
210002116.1	787 PUCHEU ST	10/2/2021	Sat	NO	INCIDENT REPORT	
210002119.1	3RD ST & OLLER ST	10/2/2021	Sat	YES	DUI ARREST	VC 23152
210002120.1	TUFT ST & DERRICK AV	10/3/2021	Sun	NO	ANIMAL COMPLAINT	
210002121.1	LOZANO ST & HWY 33	10/3/2021	Sun	YES	WEAPONS POSSESSION (KNIFE)	PC 21310, PC 148
210002122.1	518 LOLITA ST	10/3/2021	Sun	NO	VEHICLE STORAGE	VC 22651'
210002123.1	7TH ST & STANCOLES ST	10/3/2021	Sun	YES	WARRANT ARREST	PC 166
210002125.1	1000 AIRPORT BLVD	10/4/2021	Mon	NO	FALSE INFORMATION	VC 31
210002126.1	261 SANTA CRUZ ST	10/4/2021	Mon	NO	DECEASED PERSON	11-44
210002127.1	343 L ST	10/5/2021	Tue	NO	BURGLARY	PC 459
210002128.1	808 4TH ST	10/5/2021	Tue	NO	PETTY THEFT	PC 484
210002130.1	742 JUANITA ST	10/5/2021	Tue	NO	VANDALISM	PC 594
210002131.1	1000 AIRPORT BLVD	10/5/2021	Tue	NO	ERROR	
210002132.1	101 STRAW ST	10/5/2021	Tue	NO	HIT & RUN	VC 20002
210002136.1	5TH ST & OLLER ST	10/6/2021	Wed	NO	TRAFFIC COLLISION	
210002137.1	5TH ST & RIO FRIO ST	10/6/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210002138.1	261 ESPINOZA ST	10/6/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210002140.1	850 DERRICK AV	10/7/2021	Thu	NO	VANDALISM	PC 594
210002141.1	1288 BELMONT AV	10/7/2021	Thu	NO	INCIDENT REPORT	
210002145.1	8TH ST & LOLITA ST	10/7/2021	Thu	YES	NARCOTICS VIOLATION	HS 11377
210002146.1	867 OLLER ST	10/7/2021	Thu	NO	TRAFFIC COLLISION	
210002147.1	867 OLLER ST	10/8/2021	Fri	NO	TRAFFIC COLLISION	
210002148.1	182 ROWE ST	10/8/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210002149.1	7TH ST & STANCOLES ST	10/8/2021	Fri	YES	OPEN CONTAINER	BP 25620
210002151.1	201 L ST	10/8/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210002152.1	255 L ST	10/8/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210002153.1	1000 AIRPORT BLVD	10/8/2021	Fri	NO	ERROR	
210002157.1	9TH ST & OLLER ST	10/8/2021	Fri	YES	DUI ARREST	VC 23152
210002170.1	554 LOZANO ST	10/8/2021	Fri	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
210002171.1	937 N DERRICK AV	10/9/2021	Sat	NO	REPOSSESSION	
210002175.1	1000 AIRPORT BLVD	10/9/2021	Sat	NO	ERROR	
210002178.1	GREGG CT & SØRENSEN AV	10/9/2021	Sat	NO	INCIDENT REPORT	
210002179.1	604 J ST	10/9/2021	Sat	NO	DECEASED PERSON	11-44
210002180.1	272 NAPLES ST	10/10/2021	Sun	NO	GRAND THEFT	PC 487
210002181.1	1257 OLLER ST	10/10/2021	Sun	YES	WARRANT ARREST	PC 166, PC 148
210002182.1	501 CASTANEDA CT	10/10/2021	Sun	NO	ANIMAL COMPLAINT	
210002183.1	557 4TH ST	10/10/2021	Sun	YES	WARRANT ARREST	PC 166
210002184.1	785 MARIE ST	10/10/2021	Sun	NO	SIMPLE ASSAULT (DV)	PC 243E1
210002186.1	660 OLLER ST	10/11/2021	Mon	NO	VANDALISM	PC 594
210002187.1	272 NAPLES ST	10/11/2021	Mon	NO	VANDALISM	PC 594





# MENDOTA POLICE DEPARTMENT

OCTOBER 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002188.1	1000 AIRPORT BLVD	10/11/2021	Mon	NO	MENTALLY UNSTABLE	WI 5150
210002191.1	1000 AIRPORT BLVD	10/12/2021	Tue	NO	INCIDENT REPORT	
210002193.1	467 DIVISADERO ST	10/12/2021	Tue	NO	PETTY THEFT	PC 484
210002194.1	1202 BELMONT AV	10/13/2021	Wed	NO	INCIDENT REPORT	
210002195.1	185 ASH AV	10/13/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210002197.1	867 OLLER ST	10/13/2021	Wed	YES	RESISTING	PC 148
210002198.1	207 FLEMING ST	10/13/2021	Wed	NO	DECEASED PERSON	11-44
210002199.1	800 LOLITA ST	10/13/2021	Wed	YES	WARRANT ARREST	PC 166
210002200.1	MARIE ST & 7TH ST	10/13/2021	Wed	YES	WARRANT ARREST	PC 166
210002201.1	937 BLANCO ST	10/14/2021	Thu	NO	TRAFFIC COLLISION	
210002202.1	2ND ST & BASS AV	10/14/2021	Thu	NO	MENTALLY UNSTABLE	WI 5150
210002203.1	205 LOCUST ST	10/14/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002211.1	720 OLLER ST	10/14/2021	Thu	YES	TRESPASS	PC 602
210002212.1	806 GARCIA ST	10/14/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002213.1	7TH ST & OLLER ST	10/14/2021	Thu	YES	DUI ARREST	VC 23152
210002214.1	230 L ST	10/15/2021	Fri	NO	VANDALISM	PC 594
210002215.1	768 L ST	10/15/2021	Fri	NO	HIT & RUN	
210002216.1	736 LOLITA ST	10/15/2021	Fri	NO	PETTY THEFT	PC 4894
210002217.1	1441 7TH ST	10/15/2021	Fri	NO	COMMERCIAL BURGLARY	PC 459
210002219.1	467 DIVISADERO ST	10/15/2021	Fri	NO	VANDALISM	PC 594
210002220.1	319 RIO ST	10/15/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210002223.1	350 STORSENEN AV	10/15/2021	Fri	YES	NARCOTICS VIOLATION	HS 11377
210002224.1	102 KATE CT	10/16/2021	Sat	NO	GRAND THEFT	PC 487
210002225.1	6TH ST & LOLITA ST	10/16/2021	Sat	YES	WARRANT ARREST	PC 166
210002226.1	7TH ST & STAMMOLER ST	10/16/2021	Sat	YES	WARRANT ARREST	PC 166
210002232.1	300 DERRICK AV	10/17/2021	Sun	YES	WARRANT ARREST	PC 166
210002233.1	K ST & 4TH ST	10/17/2021	Sun	NO	PETTY THEFT	PC 484
210002234.1	534 4TH ST	10/17/2021	Sun	NO	RO VIOLATION	PC 273.6
210002237.1	940 NAPLES ST	10/18/2021	Mon	NO	VANDALISM	PC 594
210002238.1	5TH ST & LOLITA ST	10/18/2021	Mon	YES	WARRANT ARREST	PC 166
210002241.1	9TH ST & MARIE ST	10/18/2021	Mon	YES	NARCOTICS VIOLATION	HS 11377
210002242.1	1000 AIRPORT BLVD	10/18/2021	Mon	NO	FOUND PROPERTY	
210002243.1	1000 AIRPORT BLVD	10/18/2021	Mon	NO	SEX OFFENSE	PC 288
210002244.1	STRAW ST & SORENGEN AV	10/18/2021	Mon	YES	WARRANT ARREST	PC 166
210002245.1	700 DERRICK AV	10/19/2021	Tue	YES	WARRANT ARREST	PC 166
210002246.1	300 K ST	10/19/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002247.1	230 L ST	10/19/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002248.1	331 L ST	10/19/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002249.1	1682 4TH ST	10/19/2021	Tue	NO	PETTY THEFT	PC 484
210002250.1	802 GAXIOLA ST	10/19/2021	Tue	NO	ROBBERY	PC 211, PC 273.6
210002251.1	5TH ST & RIO PRIO ST	10/19/2021	Tue	YES	WARRANT ARREST	PC 166
210002252.1	6 ST AN RIO PRIO ST	10/19/2021	Tue	YES	WARRANT ARREST	PC 166
210002264.1	110 KATE ST	10/20/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210002265.1	4TH ST & OLLER ST	10/20/2021	Wed	YES	NARCOTICS VIOLATION	HS 11364
210002266.1	BLANCO ST & BLANCO ST	10/20/2021	Wed	YES	WARRANT ARREST	PC 166

# MENDOTA POLICE DEPARTMENT

OCTOBER 2021

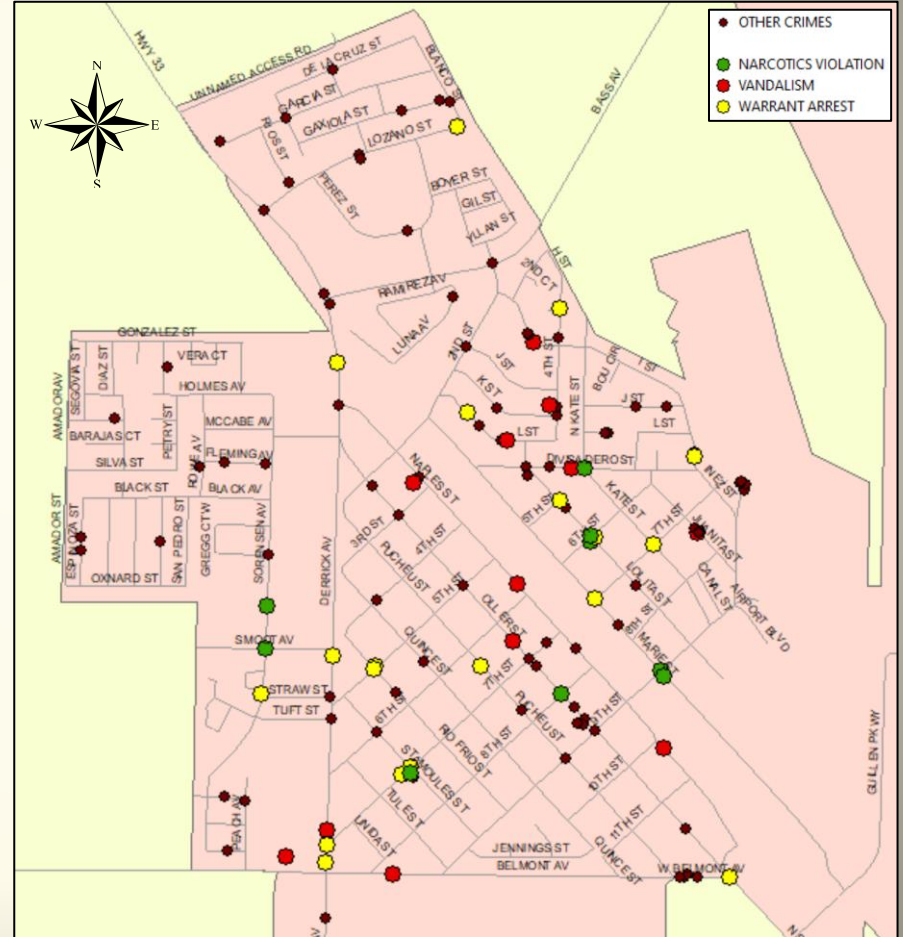
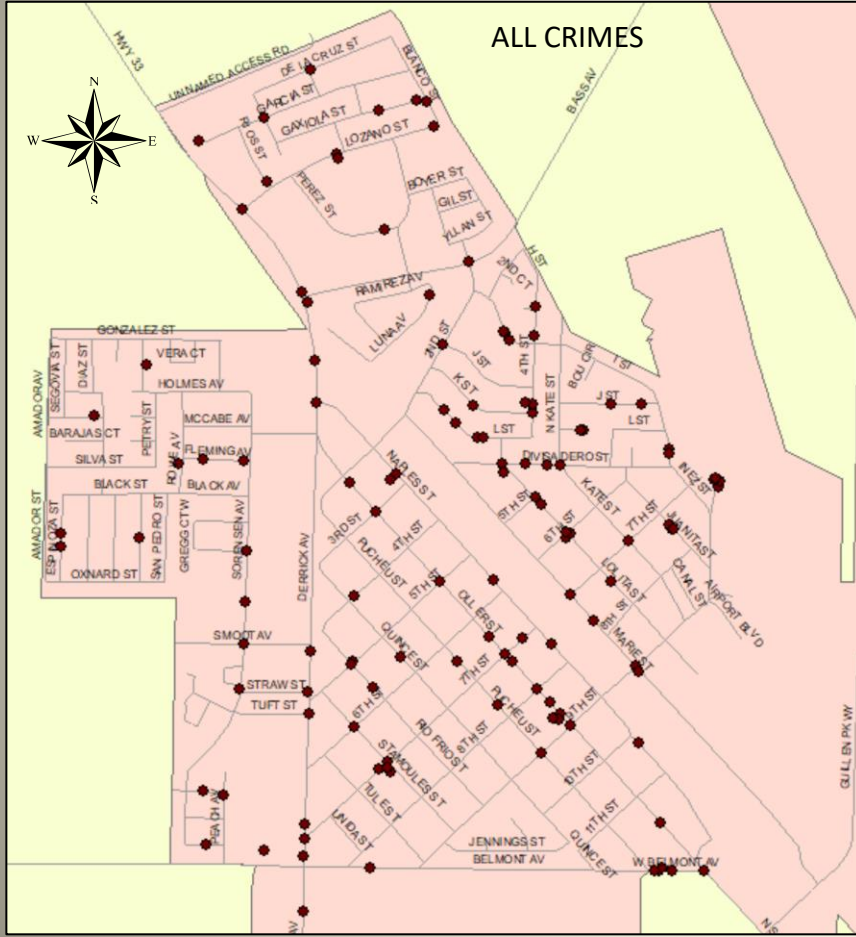


CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002267.1	BASS AV & 2ND ST	10/20/2021	Wed	NO	VEHICLE STORAGE	VC 22651
210002268.1	3133 BASS AV	10/20/2021	Wed	YES	WEAPONS POSSESSION (GUN)	PC 25400
210002269.1	LOLITA ST & DIVISADERO ST	10/21/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002270.1	GOMEZ ST & GARCIA ST	10/21/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002271.1	838 OLLER ST	10/21/2021	Thu	YES	TRESPASS	PC 602(O), HS 11377A
210002272.1	556 RICKFRIED ST	10/21/2021	Thu	NO	DECEASED PERSON	11-44
210002273.1	580 1ST	10/21/2021	Thu	NO	ANIMAL COMPLAINT	
210002274.1	LOLITA ST & DIVISADERO ST	10/21/2021	Thu	YES	DUI ARREST	VC 23152
210002275.1	1000 2ND ST	10/22/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210002278.1	1000 AIRPORT BLVD	10/22/2021	Fri	NO	SEX OFFENSE	PC 288
210002279.1	730 JUANITA ST	10/22/2021	Fri	NO	RESIDENTIAL BURGLARY	PC 459
210002282.1	LOZANO ST & DERRICK AV	10/22/2021	Fri	NO	TRAFFIC COLLISION	
210002284.1	744 ESPINOZA ST	10/24/2021	Sun	NO	SIMPLE ASSAULT	PC 242
210002285.1	894 LOZANO ST	10/24/2021	Sun	YES	PUBLIC INTOXICATION	PC 647F
210002286.1	9TH ST & MARIE ST	10/24/2021	Sun	YES	NARCOTICS VIOLATION	HS 11377
210002287.1	114 BELMONT AV	10/25/2021	Mon	NO	VANDALISM	PC 594
210002288.1	3001 ST	10/25/2021	Mon	YES	WARRANT ARREST	PC 166
210002289.1	116 OLLER ST	10/25/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210002290.1	572 NAPLES ST	10/25/2021	Mon	NO	VANDALISM	PC 594
210002293.1	NAPLES ST & DERRICK AV	10/25/2021	Mon	NO	GRAND THEFT AUTO	VC 10851
210002294.1	766 DERRICK ST	10/25/2021	Mon	YES	WARRANT ARREST	PC 166
210002295.1	LOLITA ST & 9TH ST	10/25/2021	Mon	YES	NARCOTICS VIOLATION	HS 11377
210002296.1	17TH ST & STAMBOULES ST	10/25/2021	Mon	YES	NARCOTICS VIOLATION	HS 11364
210002297.1	745 JUANITA ST	10/26/2021	Tue	NO	PETTY THEFT	PC 484
210002301.1	6TH ST & STAMBOULES ST	10/26/2021	Tue	NO	FIELD INTERVIEW	
210002303.1	1000 AIRPORT BLVD	10/26/2021	Tue	NO	INCIDENT REPORT	
210002304.1	613 GANDOLA ST	10/26/2021	Tue	YES	DUI ARREST	VC 23152
210002305.1	85 CASTRO ST	10/26/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002307.1	600 DELA CRUZ ST	10/26/2021	Tue	NO	MENTALLY UNSTABLE	WI 5150
210002308.1	7791 ST	10/26/2021	Tue	YES	WARRANT ARREST	PC 166
210002311.1	6TH ST & PUCHEU ST	10/27/2021	Wed	YES	BURGLARY TOOLS	PC 466
210002312.1	1262 BELMONT AV	10/27/2021	Wed	NO	INCIDENT REPORT	
210002313.1	400 DIVISADERO ST	10/27/2021	Wed	YES	NARCOTICS VIOLATION	HS11377, PC 3056
210002314.1	7TH ST & OLLER ST	10/27/2021	Wed	NO	TRAFFIC COLLISION	
210002316.1	580 QUINCE ST	10/27/2021	Wed	NO	GRAND THEFT AUTO	VC 10851
210002321.1	803 PEACH ST	10/28/2021	Thu	NO	SIMPLE ASSAULT	PC 242, PC 594
210002323.1	534 4TH ST	10/28/2021	Thu	NO	VANDALISM	PC 594
210002327.1	434 DERRICK AV BR	10/29/2021	Fri	YES	WARRANT ARREST	PC 166
210002328.1	SMOOT AV & SORENSEN AV	10/29/2021	Fri	YES	NARCOTICS VIOLATION	HS 11377, WARRANTS
210002329.1	271 FLEMING ST	10/29/2021	Fri	NO	ANIMAL COMPLAINT	
210002330.1	1200 BELMONT AV	10/29/2021	Fri	NO	VANDALISM	PC 594
210002331.1	KATE ST & 7TH ST	10/29/2021	Fri	YES	WARRANT ARREST	PC 166
210002332.1	647 PEREZ ST	10/30/2021	Sat	NO	GRAND THEFT AUTO	VC 10851A
210002335.1	HMY 39 & BASS AV	10/30/2021	Sat	YES	SHOOTING	PC 243.6A
210002336.1	748 NAPLES ST	10/31/2021	Sun	YES	SEX OFFENSE	PC 288A



# MENDOTA POLICE DEPARTMENT

OCTOBER 2021 - MAP



# MENDOTA POLICE DEPARTMENT

OCTOBER 2021



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT (DV)						1		1
ANIMAL COMPLAINT	2				1	1		4
BURGLARY			1					1
BURGLARY TOOLS				1				1
COMMERCIAL BURGLARY						1		1
DECEASED PERSON		1		1	1		1	4
DUI ARREST			1		2	2	1	6
ERROR			1			2	1	4
FALSE INFORMATION		1						1
FIELD INTERVIEW			1			1		2
FOUND PROPERTY		1						1
GRAND THEFT	1						1	2
GRAND THEFT AUTO		1		1			1	3
HIT & RUN			1			1		2
INCIDENT REPORT			2	2	1	1	2	8
MENTALLY UNSTABLE		1	1		1			3
NARCOTICS VIOLATION	1	3		2	1	2		9
OPEN CONTAINER						1		1
PETTY THEFT	1		4			1		6
PUBLIC INTOXICATION	1							1
REPOSSESSION							1	1
RESIDENTIAL BURGLARY						1		1
RESISTING				1				1
RO VIOLATION	1							1
ROBBERY			1					1
SEX OFFENSE	1	1				1		3
SHOOTING							1	1
SIMPLE ASSAULT	1				1			2
SIMPLE ASSAULT (DV)	1							1
TRAFFIC COLLISION				2	2	2		6
TRESPASS					2			2
VANDALISM		5	1		2	4		12
VEHICLE STORAGE	1	1	4	5	4	5		20
WARRANT ARREST	4	4	4	3		3	2	20
WEAPONS POSSESSION (GUN)				1				1
WEAPONS POSSESSION (KNIFE)	1							1
<b>Grand Total</b>	<b>16</b>	<b>19</b>	<b>22</b>	<b>19</b>	<b>18</b>	<b>30</b>	<b>11</b>	<b>135</b>

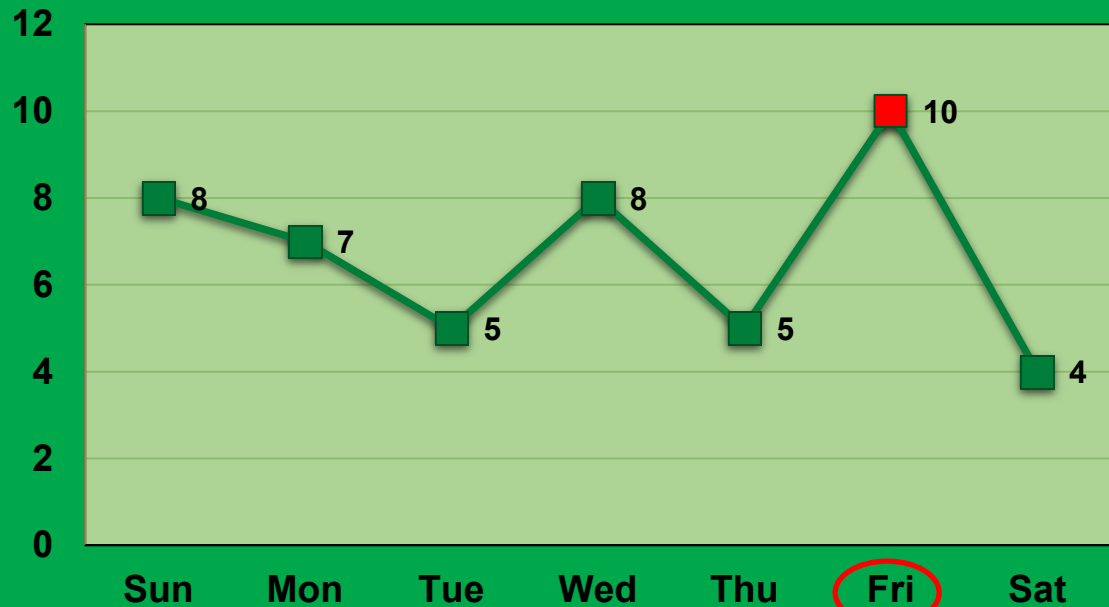


# MENDOTA POLICE DEPARTMENT

OCTOBER 2021 - ARRESTS



## ARRESTS PER DAY OF WEEK



DAYS	ARRESTS
Sun	8
Mon	7
Tue	5
Wed	8
Thu	5
Fri	10
Sat	4
Grand Total	47



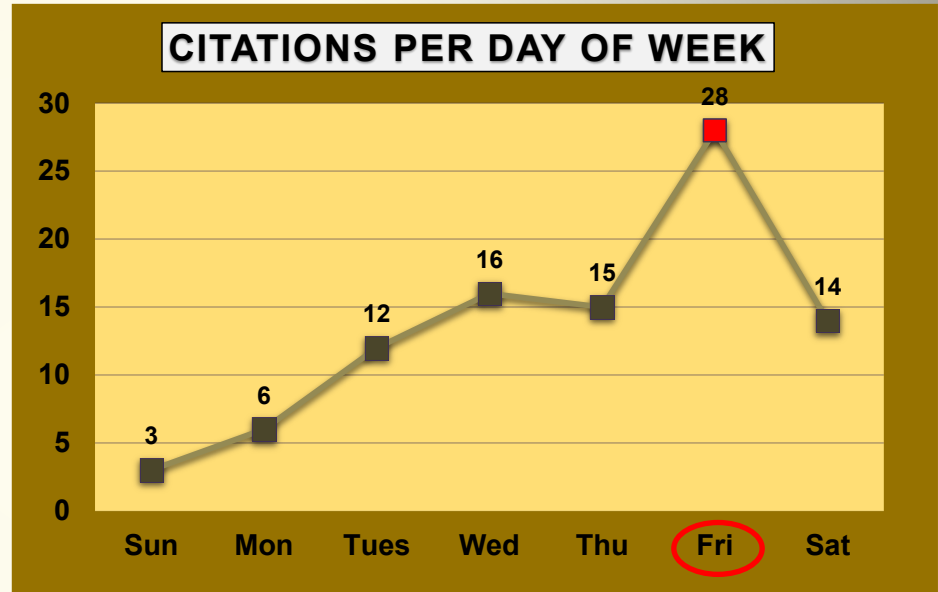
# MENDOTA POLICE DEPARTMENT

## OCTOBER 2021 - CITES



CASE#	RPT DATE	DAY OF WEEK
210002110.1	10/1/2021	Fri
210002112.1	10/1/2021	Fri
210002117.1	10/2/2021	Sat
210002118.1	10/2/2021	Sat
210002124.1	10/3/2021	Sun
210002129.1	10/5/2021	Tue
210002133.1	10/5/2021	Tue
210002134.1	10/5/2021	Tue
210002135.1	10/5/2021	Tue
210002139.1	10/6/2021	Wed
210002142.1	10/7/2021	Thu
210002143.1	10/7/2021	Thu
210002144.1	10/7/2021	Thu
210002150.1	10/8/2021	Fri
210002154.1	10/8/2021	Fri
210002155.1	10/8/2021	Fri
210002156.1	10/8/2021	Fri
210002158.1	10/8/2021	Fri
210002159.1	10/8/2021	Fri
210002160.1	10/8/2021	Fri
210002161.1	10/8/2021	Fri
210002162.1	10/8/2021	Fri
210002163.1	10/8/2021	Fri
210002164.1	10/8/2021	Fri
210002165.1	10/8/2021	Fri
210002166.1	10/8/2021	Fri
210002167.1	10/8/2021	Fri
210002168.1	10/8/2021	Fri
210002169.1	10/8/2021	Fri
210002172.1	10/9/2021	Sat
210002173.1	10/9/2021	Sat
210002174.1	10/9/2021	Sat
210002176.1	10/9/2021	Sat
210002177.1	10/9/2021	Sat
210002185.1	10/10/2021	Sun
210002189.1	10/12/2021	Tue
210002190.1	10/12/2021	Tue
210002192.1	10/12/2021	Tue
210002196.1	10/13/2021	Wed
210002204.1	10/14/2021	Thu
210002205.1	10/14/2021	Thu
210002206.1	10/14/2021	Thu
210002207.1	10/14/2021	Thu
210002208.1	10/14/2021	Thu
210002209.1	10/14/2021	Thu
210002210.1	10/14/2021	Thu
210002218.1	10/15/2021	Fri

CASE#	RPT DATE	DAY OF WEEK
210002221.1	10/15/2021	Fri
210002222.1	10/15/2021	Fri
210002227.1	10/16/2021	Sat
210002228.1	10/16/2021	Sat
210002229.1	10/16/2021	Sat
210002230.1	10/16/2021	Sat
210002231.1	10/16/2021	Sat
210002235.1	10/18/2021	Mon
210002236.1	10/18/2021	Mon
210002239.1	10/18/2021	Mon
210002240.1	10/18/2021	Mon
210002253.1	10/20/2021	Wed
210002254.1	10/20/2021	Wed
210002255.1	10/20/2021	Wed
210002256.1	10/20/2021	Wed
210002257.1	10/20/2021	Wed
210002258.1	10/20/2021	Wed
210002259.1	10/20/2021	Wed
210002260.1	10/20/2021	Wed
210002261.1	10/20/2021	Wed
210002262.1	10/20/2021	Wed
210002263.1	10/20/2021	Wed
210002276.1	10/22/2021	Fri
210002277.1	10/22/2021	Fri
210002280.1	10/22/2021	Fri
210002281.1	10/22/2021	Fri
210002283.1	10/24/2021	Sun
210002291.1	10/25/2021	Mon
210002292.1	10/25/2021	Mon
210002298.1	10/26/2021	Tue
210002299.1	10/26/2021	Tue
210002300.1	10/26/2021	Tue
210002302.1	10/26/2021	Tue
210002306.1	10/26/2021	Tue
210002309.1	10/27/2021	Wed
210002310.1	10/27/2021	Wed
210002315.1	10/27/2021	Wed
210002317.1	10/28/2021	Thu
210002318.1	10/28/2021	Thu
210002319.1	10/28/2021	Thu
210002320.1	10/28/2021	Thu
210002322.1	10/28/2021	Thu
210002324.1	10/29/2021	Fri
210002325.1	10/29/2021	Fri
210002326.1	10/29/2021	Fri
210002333.1	10/30/2021	Sat
210002334.1	10/30/2021	Sat



DAYS	COUNT
Sun	3
Mon	6
Tues	12
Wed	16
Thu	15
Fri	28
Sat	14
<b>Grand Total</b>	<b>94</b>



# MENDOTA POLICE DEPARTMENT

## OCTOBER 2021



	December	January	February	March	April	May	June	July	August	September	October	November	December	2021 Totals	SEPT-OCT%
Homicide	0	0	0	0	0	0	2	0	1	0	0			3	NON-CAL
Rape	0	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	3			15	200%
Robbery	0	0	0	0	1	0	1	0	1	0	1			4	NON-CAL
Aggravated Assault	1	0	1	2	2	2	1	1	3	3	0			15	-100%
Aggravated Assault (DV)	4	2	1	1	3	3	3	5	3	3	1			25	-67%
Simple Assault	1	2	0	4	1	2	3	0	4	3	2			21	-33%
Simple Assault (DV)	1	0	2	0	1	3	4	0	0	1	1			12	0%
Residential Burglary	1	2	0	0	2	2	1	2	0	1	1			11	0%
Commercial Burglary	0	3	3	0	2	0	1	1	1	1	1			13	0%
Auto Theft	4	1	2	8	4	6	6	7	5	3	3			45	0%
Grand Theft	0	2	1	6	1	2	3	9	1	5	2			32	-60%
Petty Theft	8	6	3	2	6	3	10	11	6	3	6			56	100%
Vehicle Burglary	5	10	4	6	8	3	1	1	1	1	0			35	-100%
ID Theft/Fraud	2	0	3	1	1	2	0	1	1	2	0			11	-100%
Arson	0	0	0	1	0	0	0	0	1	0	0			2	NON-CAL
Vandalism	22	11	10	16	11	14	7	12	7	16	12			116	-25%
Hate Crimes	0	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	1			9	NON-CAL
Possession of Knife	0	0	0	0	0	0	0	0	0	0	1			1	NON-CAL
DUI Arrests	1	3	2	2	3	13	5	6	14	4	6			58	50%
Public Intoxication	7	0	1	0	0	2	1	2	0	1	1			8	0%
Narcotics Violation	10	3	3	4	5	10	6	4	11	10	9			65	-10%
Parole/Restraining Order Violation	2	0	0	3	2	3	5	1	2	1	1			18	0%
Warrant Arrest	11	14	8	13	8	20	17	17	13	14	20			144	43%
Mental Health Reports	2	1	1	2	0	1	1	1	4	1	3			15	200%
Runaway / Missing	0	0	0	1	0	1	2	1	4	2	0			11	-100%
Trespass	0	2	1	0	0	1	2	2	0	3	2			13	-33%
<b>TOTALS</b>	<b>81</b>	<b>64</b>	<b>48</b>	<b>72</b>	<b>61</b>	<b>95</b>	<b>89</b>	<b>88</b>	<b>85</b>	<b>79</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>758</b>	<b>-3%</b>



# MENDOTA POLICE DEPARTMENT

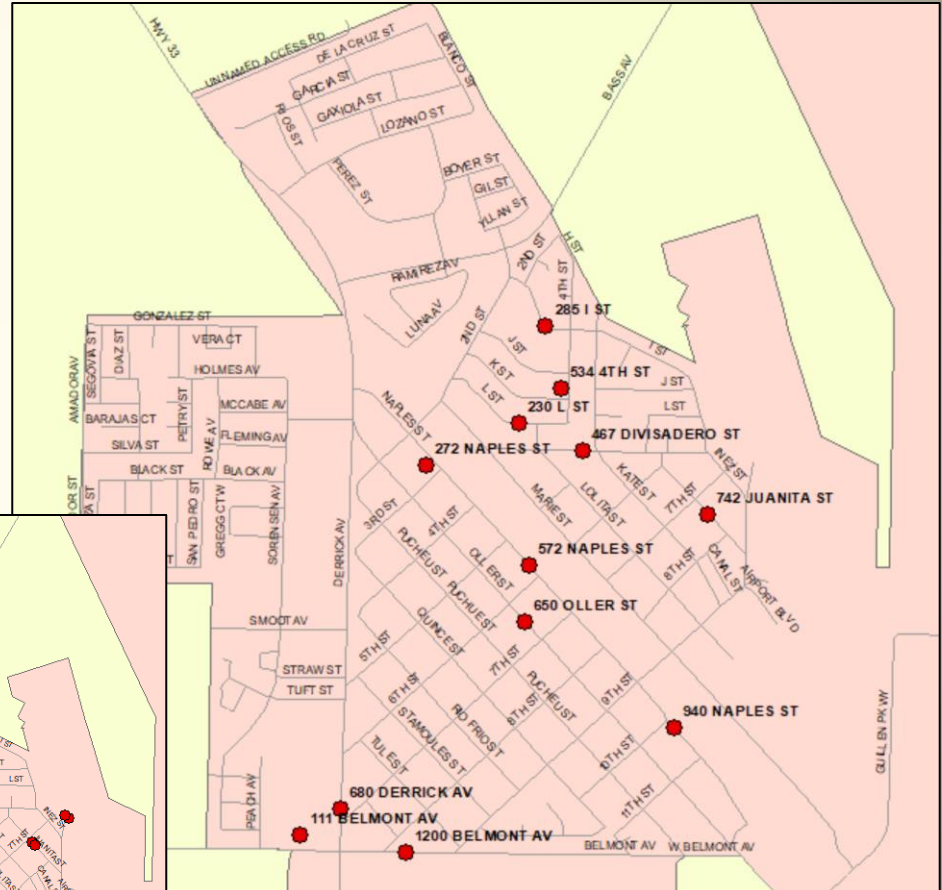
OCTOBER 2021



## VANDALISM: TOTAL - 12

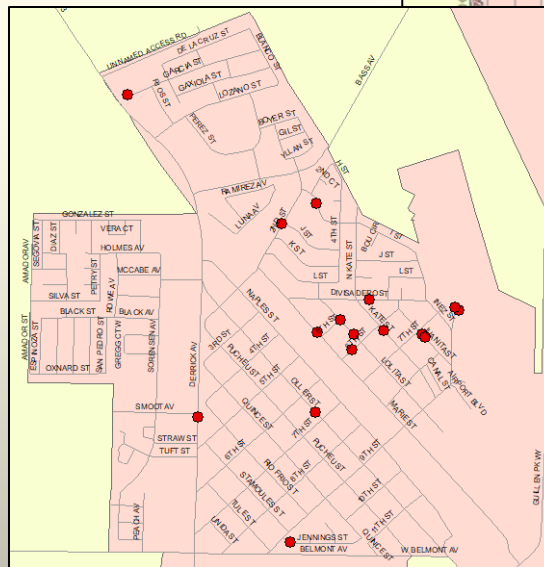
- 8 VEHICLES
- 3 RESIDENCES
- 1 BUSINESS

➤ **-25% DECREASE FROM SEPTEMBER**



## VANDALISM: TOTAL - 16

- 9 VEHICLES
- 5 RESIDENCES
- 2 OTHERS





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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** NANCY BANDA, FINANCE DIRECTOR  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** GRANTS UPDATE  
**DATE:** DECEMBER 14, 2021

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**GRANTS UPDATE**

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – The County of Fresno has approved the City’s process in obtaining CDBG Engineering Services. The City Council will consider an amendment to Provost & Pritchard’s engineering consultant services agreement for the Rojas-Pierce Park Expansion Phase 2 Project to include CDBG Engineering Services for a three-year period. Staff will submit the executed amended contract if approved to the County to move forward with the Rojas-Pierce Park Expansion Project.
- **County of Fresno, Urban Community Development Block Grant Program for Eligible Activities to Support Coronavirus and Other Infectious Disease Response** – The “Mendota Internet Connectivity, Project No. 19741-CV (MIC) is closed. Staff will be reviewing our next step with the County since all the funds were not expended.
- **California Water & Wastewater Arrearages Payment Program:** Staff submitted an application to the State Water Resources Control Board for \$70,743.47. This will assist customers who are 60 days or more past due on their utility bill. This will only cover water and wastewater debt. Customers will still need to pay for trash services.
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **Statewide Park Development and Community Revitalization Program (SPP)** – Staff submitted an application for a new community center, outdoor fitness court and inclusive playground to be located at the Rojas-Pierce Park on Friday, March 12, 2021. We are still waiting for the grant award announcements which have been rescheduled for a Fall announcement.
- **Per Capita Program** – Staff turned in all documents for funding administered through the Department of Parks and Recreation. This grant will be allocated to the Rojas-Pierce Park Expansion in the amount of \$184,921.92
- **Wonderful Community Grants** – We are waiting on the results for the 2021-2022 grant cycle awardees that were to be notified on October 15<sup>th</sup>.
- **Office of Traffic Safety:** Staff will be preparing an application to apply for a grant with the Office of Traffic Safety for DUI checkpoints. This application will be partnership with other cities to host DUI checkpoints in their cities. Mendota will be the lead applicant. This application is due January 2022.

- **Prop. 64** – Staff had a meeting with our LT. Ramiro Rodriguez to discuss the grant program goals and implementation. We will be meeting in January 2022 to continue our efforts to establish a youth program and compliance procedures regarding cannabis activity.
- **Clean California Local Grant Program** – Staff will be submitting an application for a pocket park at the intersection of 2<sup>nd</sup> and Bass Avenue. This project lines up with all goals that were intended for program funding.
- **U.S. EPA** – Staff submitted an inquiry to the U.S. EPA for the backwash and water storage project. The U.S. EPA is coordinating with federal and state partners to offer a one-stop shop to help water and wastewater utilities with identifying possible drought mitigation strategies, as well as to help utilities understand the types of funding available to mitigate drought and who to contact to get started.

**Attachment(s):**

1. Grants Spreadsheet

Grant Information

Grant Name	Application Due Date	Award Date	Agency: Federal/State/County/ Private	Pass-thru	Matching	Award Amount	Purpose of Grant	Notes
T-Mobile	3/30/2022	6/30/2022	Private	N	N	\$ 50,000.00	Christmas Decorations & Pool Park amenities	
Clean California Local Grant Program	2/1/2022	3/1/2022	State	N	N	TBD	Pocket Park at Bass Avenue and 2nd Street	
Outdoor Equily Grant Program	10/9/2021	3/1/2022	State	N	N	\$ 154,861.00	Outdoor activities in the community and traveling inside of California	
Office of Traffic Safety Grants	1/30/2021	3/1/2022	State	N	N	TBD	DUI Checkpoints with partnering cities in the Westside	Mendota will be the lead agency
CA WA & WWA Arrearages Payment	12/6/2021	TBD	State	N	N	\$ 70,743.47	Financial assistance for customers' accounts 60 days+ for water/wastewater only	
Small Community Drough Relief Program	TBD	TBD	State	N	N	TBD	Water Storage Tank	
Wonderful Community Grants	8/31/2021	9/30/2021	Private	N	N	\$ 50,000.00	(30) Rental Assistance (Continuing) (135) Utility Assistance (100) Dental Care	
Tire-Derived Product Grant	6/1/2021	8/31/2021	State	N	N	\$ 149,995.02	Install rubber mulch at (7) project sites citywide for landscape purposes.	
New Alternative Fuel Vehicle Purchase	TBD	TBD	Local	N	N	Up to \$20,000 per vehicle	Purchase (2) electric "Zero" motorcycles for the Police Department and (3) vehicles for Public Works & Public Utilities	
Statewide Park Development and Community Revitalization Program (SPP)	3/12/2021	August/September	State	N	N	Maximum \$8,500,000	1) Community Center - Rojas-Pierce Park; 2) Fitness Court - Veterans Park; 3) Renovation - Pool Park	
Proposition 64 Public Health and Safety Grant Program	1/29/2021	5/1/2021	State	N	N	\$452,509.75	(2) Community Resource Officers, (2) Administrative Assistants, (1) K-9, (1) vehicle	Partnership with City of Fresno (Lead Applicant), Fresno EOC, The Boys & Girls Clubs of Fresno County
Good Neighbor Citizenship Company Grants	10/31/2020	4/30/2021	Private	N	N	\$ 198,825.00	Pocket Park at Bass Avenue and I Street	
CARES County of Fresno	10/1/2020	12/31/2020	County	N	N	\$ 229,732.87	COVID-19 relief funds: Non-profit organizations; Message Trailers; Overtime	
Coronavirus Relief Funds (CRF)	10/1/2020	7/1/2020	State	N	N	\$ 154,512.00	Expenditures incurred for COVID-19 - Use funds for Police Department MDT's	
FEMA-4482-DR-CA	TBD	TBD	State	N	Y	TBD	Expenditures incurred for COVID-19	25% match
CDGB -Coronavirus and Other	TBD	7/1/2020	County	N	N	\$ 104,796.00	Fire Department Equipment & Broadband Assistance for Mendota Residents	
Wonderful Community Grants	8/31/2020	9/15/2020	Private	N	N	\$ 50,000.00	COVID-19 relief funds	Mendota Community Corporation Administering
Tobacco Grant Program	8/7/2020	TBD	State	N	N	TBD	Add new tobacco language to our municipal code for enforcement, overtime for educational awareness to local vendors.	
California Aid to Airports Program	7/9/2020	3/31/2021	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport	
Community Facilities Grant	7/1/2020	8/1/2020	Federal	N	Y	\$ 50,000.00	Purchase (2) Police Ford Explorers, upfit and equipment. This grant is in conjunction with the New Alternative Fuel Vehicle Purchase Grant.	USDA
New Alternative Fuel Vehicle Purchase	6/22/2020	10/31/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Police Ford Explorer and (1) Ford F-250 Truck	
CARES Act Airport Grant	6/18/2020	TBD	Federal	N	N	\$ 1,000.00	Reimburse operational and maintenance expenses or debt service payments for the William Robert Johnston Municipal Airport	
Urban Flood Protection Grant Program	6/15/2020	TBD	State	N	N	\$ 4,500,000.00	Removal and replacement of undersized and critically damaged storm drain from 8th Street southeasterly past 10th Street to an existing ditch.	
COPS Hiring Program	3/11/2020	10/1/2020	Federal	N	Y	\$ 125,000.00	Hire (1) Full-time Police Officer for 3 years.	25% match
Office of Traffic Safety Grants	1/30/2020	10/1/2020	State	N	N	\$ 81,527.00	DUI Saturations, Traffic Enforcements, Car Seat Installation/Giveaway Event, Emergency Medical Services for the Fire Department	We received 2/3 grants applied. Car Seat Installation was not approved.
Fresno COG 2019-2020 CMAQ	1/1/2020	5/1/2020	Federal	Y	Y	\$ 458,304.00	Alley Paving Project for 7U & 7U1 (near Unida/Belmont/Derrick) and about 1/3 of the alleys on the eastside.	11.47% match
SB 2 Planning Grant Program	12/20/2019	6/1/2020	State	N	N	up to \$160,000	Update planning documents and processes of housing approvals/production	
New Alternative Fuel Vehicle Purchase	12/20/2019	6/1/2020	Local	N	N	Up to \$20,000 per vehicle	Purchase (1) Public Works/Utilities Trades Vehicle & (2) Police Explorers Interceptors Vehicles	(2) Police Explorers Vehicles to be paid with funding from USDA
Beverage Container Recycling City/County Payment Program	12/17/2019	2/28/2020	State	N	N	\$ 5,000.00	Billboard Advertisement and Radio Advertisement to promote beverage container recycling.	If you don't expend the full \$5,000.00, you must repay CalRecycle.
Automatic Meter Read Construction		10/21/2019	State	N	Y	\$ 3,074,561.00	Install City-wide Automatic Meter Reading Meters	Grant Component \$2,724,912.00
Access to Historical Records: Archival Projects	10/3/2019	7/1/2020	Federal	N	Y	\$ 95,907.00	Digitize public records and make freely available online	
National Fitness Campaign 2020	8/1/2019	10/1/2020	Private	N	Y	\$ 30,000.00	Outdoor Fitness Court	If the City wishes to pursue this grant, we would need to match \$100,000.00.
Urban Community Development Block	7/31/2019	7/1/2020	County	N	N	\$ 575,222.00	Phase II Rojas-Pierce Park Expansion Project	For Fiscal Years 2019/2020; 2020/2021 & 2021/2022
California Aid to Airports Program	7/31/2019	10/31/2019	State	N	N	\$ 10,000.00	Annual credit grant to fund operational costs at the airport	
Urban County Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 6,969.92	Rojas-Pierce Park Expansion	One-time basis
Per Capita Grant Program	6/3/2019	2020	State	N	N	\$ 177,952.00	Rojas-Pierce Park Expansion	One-time basis

**Key: Applied for Grants**

In process

Approved

Denied

Closed

## Memorandum

To: City Council via Cristian Gonzalez, City Manager

From: Michael Osborn, City Engineer  
Jeff O'Neal, City Planner

Subject: City Engineer's Report to City Council

Date: December 8, 2021

### Engineering Projects:

1. Rojas Pierce Park:
  - Working with staff for sponsorship opportunities
  - Preparing for Phase 2 of the expansion project
  - Working with contractor to address concrete issues
2. Well 10 and Water Main Relocation
  - On hold; pending coordination with USBR and BB Limited
3. Mendota Meter Reading Project
  - Construction to start this month with Waterboard funding
  - Will continue through July 2022
4. Citywide RRXG Improvements:
  - Coordinating crossing improvements with Railroad and Caltrans
5. 2021 Alley Paving Project
  - Construction in progress with CMAQ grant funding
  - Construction completion by the end of the month
6. GIS Mapping Services
  - Mapping ready for staff review this month; funded by REAP grant
7. MJHS Safe Routes to School Project
  - Request for Authorization for ATP grant construction funding submitted to CTC/Caltrans; Construction in spring 2022

### Planning/Development Projects

1. Salomon Multifamily Project at 755 Marie Street
  - Waiting for revisions to site plan
2. Rojas Pierce Park Annexation
  - LAFCo approved a one-year annexation approval to allow WWD and USBR to address concerns
3. CES Mendota
  - Applicant states that the project is close to being submitted.
  - We've received a public records act request along with formal requests to be notified of all CEQA work and public hearings
4. Regional Housing Needs Allocation
  - Participating in Fresno COG meetings regarding the initial steps of the 6<sup>th</sup> Cycle Housing Element preparation

- COG is now investigating the possibility of convening a second multijurisdictional Housing Element effort like the 5<sup>th</sup> Cycle document
- 5. Gonzalez Towing
  - Staff preparing CEQA document for General Plan Amendment (Heavy Industrial) and zone change (M-2) to bring existing and proposed uses into conformity with City requirements.
- 6. New City Hall & Police Station
  - Initiated Phase 1 Environmental Site Assessment

#### Grant Applications:

1. Mendota Stormwater Improvement Project
  - Prop 68 Urban Flood Protection Grant Program
    - Full funding of \$4.2 million AWARDED; grant agreement completed final design to start in January 2022
2. MJHS Safe Routes to School Project:
  - ATP funds authorized; RFP for consultant services advertised award on 12/14 agenda
3. Derrick & Oller Roundabout:
  - CMAQ Competitive Regional Bid application submitted to FCOG to fill \$1,798,457 funding gap in project; award notifications in January
4. 5<sup>th</sup> Street & Quince Street Reconstruction:
  - STBG competitive regional bid application submitted to FCOG for \$706,251 to fund construction; award notifications in January

#### On-going (this month):

1. Representation of the City at FCOG TTC and MLRSP stakeholder meetings
2. Representation of the City and westside cities for CMAQ scoring committee
3. Discussion of road safety issues with Caltrans
4. Assistance to Public Utilities Director for upgrades to facilities
5. Investigating feasibility of new municipal well within City limits

#### Overall P&P Staff engaged (month of November):

- Engineers: 7
- Planners: 2
- Surveyors: 0
- Environmental Specialist: 1
- GIS/CAD Specialists: 1
- Construction Manager: 1
- Project Administrator: 0

#### Abbreviations:

EOPCC – Engineer's Opinion of Probable Construction Cost  
NTP – Notice to Proceed  
CUCCAC – California Uniform Construction Cost Accounting Commission  
STBG – Surface Transportation Block Grant  
CMAQ – Congestion Mitigation and Air Quality (grant)  
ATP – Active Transportation Plan (grant)  
RFP – Request for Proposal

RFA- Request for Authorization (for grant funding)  
FCOG – Fresno Council of Governments  
ADA – Americans with Disabilities Act  
DBE – Disadvantaged Business Enterprise  
TTC – Technical Transportation Committee (through FCOG)  
RTP/SCS – Regional Transportation Plan, Sustainable Communities Strategies