



# 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

January 11, 2022

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

### 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.

City Council Agenda

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January 11, 2022

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

1. Minutes of the regular City Council meeting of December 14, 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. DECEMBER 8, 2021 THROUGH DECEMBER 30, 2021  
WARRANT LIST CHECK NOS. 51177 THROUGH 51274  
TOTAL FOR COUNCIL APPROVAL = \$1,105,330.80
2. Proposed approval of **Proclamation No. 22-01**, recognizing January 23-January 29, 2022 as School Choice Week.
3. Proposed adoption of **Resolution No. 22-01**, approving an amendment to the agreement with the Superior Court of California, County of Fresno for the provision of Available Court Connection and Electronic Support Services.
4. Proposed adoption of **Resolution No. 22-02**, authorizing the City Manager to execute a contract with Provost & Pritchard Consulting Group for surveying and engineering services for the 2022 Local Street Reconstruction Project.
5. Proposed adoption of **Resolution No. 22-03**, authorizing the City Manager to execute a contract with Provost & Pritchard Consulting Group for the design and construction support services for the Backwash Reclaim Tank and Pump Station at the Water Treatment Plant.
6. Proposed adoption of **Resolution No. 22-04**, approving a contract with Townsend Public Affairs, Inc. for consultant services.

## **PUBLIC HEARING**

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 public hearing*
  - d. *Once all comment has been received, Mayor Castro closes the public hearing*
  - e. *Council considers waiving the second reading and adoption of Ordinance No. 21-19*

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Animal Control, Code Enforcement, and Police Department
  - a) Monthly Reports
2. Finance Director
  - a) Grant 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

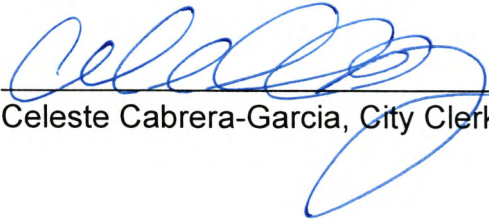
## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).  
*City of Mendota v. Evelyn Kramer, et al.*, Fresno County Superior Court, Case No. 21CECG02410

## **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 January 11, 2022, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, January 7, 2022 at 12:00 p.m.



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Celeste Cabrera-Garcia, City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**December 14, 2021**

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

### **Roll Call**

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

**Council Members Absent:** None

**Flag salute led by Officer Santiago Jurado**

**Invocation led by Police Chaplain Robert Salinas**

### **FINALIZE THE AGENDA**

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

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

### **PRESENTATION**

1. Chief of Police Smith to introduce Officer Santiago Jurado.

Chief of Police Smith introduced Officer Santiago Jurado and shared his background.

Officer Jurado thanked the Council.

Police Lieutenant Rodriguez congratulated Officer Jurado.

The Council congratulated Officer Jurado.

*At 6:19 p.m. the Council took a recess.*

*At 6:21 p.m. the Council reconvened in open session.*

2. Simon Andrews with Graphic Solutions to provide a presentation on wayfinding signage for the City.

Simon Andrews with Graphic Solutions provided a presentation on wayfinding signage for the City.

Discussion was held on the information provided.

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

Battalion Chief Dan Urias provided information on the emergency extrication equipment purchased with the Office of Traffic Safety Grant.

Fire Captain Andrew Saldivar provided information on the emergency extrication equipment.

Firefighter Juan Montiel provided information on the emergency extrication equipment.

Discussion was held on the information provided.

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

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

**Hector Garcia** – inquired as to why the alley close to his home was not paved as part of the local Alley Paving Project.

**Michael Osborn (City Engineer)** – explained how the alleys that were paved as part of the Alley Paving Project were selected.

Discussion was held on the Alley Paving Project.

**Victor Martinez** – inquired about the possibility of improving the crosswalks along Highway 180.

Discussion was held on upcoming Caltrans projects for Highway 180.

## **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.

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

## **CONSENT CALENDAR**

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.

Requests were made to pull items 8 and 9 for discussion

A motion was made by Councilor Riofrio to approve items 1 through 7 of the Consent Calendar, seconded by Councilor Rosales; unanimously approved (5 ayes).

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.

Discussion was held on the item.

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.

Discussion was held on the item.

A motion was made by Councilor Rosales to approve items 8 and 9 of the Consent Calendar, seconded by Councilor Riofrio; unanimously approved (5 ayes).

## **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.

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

Discussion was held on the item.

**Victor Martinez** – requested information on SB 1383.

Discussion was held on the item.

A motion was made by Councilor Riofrio to introduce and waive the first reading of Ordinance No. 21-19 and set the public hearing for January 11, 2022, seconded by Councilor Rosales; unanimously approved (5 ayes).



2. Council discussion and consideration of the City Hall/Police Station project.

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

Charles Dellinger with RRM Design provided a project information session.

Discussion was held on the item.

Tim Merrill with Anderson Burton provided information on the project.

Discussion was held on the item.

Council consensus was reached to direct staff to continue looking into the various project options and bring the item back to the Council at a future meeting.

3. Council discussion and consideration on the Clean California Local Grant Program.

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

Discussion was held on the item and Council input was provided on potential project ideas.

4. Council discussion and consideration of the City of Mendota's Military & Veteran Flag Program.

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

Discussion was held on the item.

A motion was made by Councilor Rosales to approve the City of Mendota's Military & Veteran Flag Program, seconded by Councilor Alonso; unanimously approved (5 ayes).

5. Council discussion and consideration of future street projects.

Mayor Castro introduced the item and City Engineer Osborn provided the report.

Discussion was held on the item.

*At 8:33 p.m. Mayor Castro left the Council Chambers and returned at 8:35 p.m.*

A motion was made by Mayor Pro Tem Mendoza to direct staff to initiate programming for the Stamoules, Kate, and Riofrio Street projects, seconded by Councilor Riofrio; unanimously approved (5 ayes).

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

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

Chief of Police Smith provided the report for the Code Enforcement Department including a personnel update and monthly statistics.

Discussion was held on Municipal Code violations throughout the City.

Chief Smith provided the report for the Animal Control Department including the status of the new animal control vehicle; monthly statistics; and an animal control case.

Chief Smith provided the report for the Police Department including monthly statistics and crime trends.

Discussion was held on the return of the police canine officer; the status of the drone program; and the status of the police motorcycle program.

2. Finance Director
  - a) Grant Update
  - b) 1<sup>st</sup> Quarter Budget 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.

Finance Director Banda provided the 1<sup>st</sup> Quarter Budget Update.

Discussion was held on the budget update.

3. City Engineer
  - a) Update

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

Discussion was held on the development of the new soccer field to honor Daniel Porras.

4. City Attorney
  - a) Update

City Attorney stated that the Council will be discussing various matters under Closed Session.

Discussion was held on the abatement process for a property on Lolita Street.

5. City Manager

City Manager Gonzalez reported on the upcoming Christmas parade; grant applications that the City is working on; and the upcoming Christmas Luncheon.

**MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)

Councilor Rosales wished everyone a Merry Christmas.

Mayor Pro Tem Mendoza wished everyone a Merry Christmas and Happy New Year.

Councilor Alonso wished everyone a Merry Christmas and Happy New Year, and thanked staff and Council for their support and work.

Councilor Riofrio wished everyone a Merry Christmas and Happy New Year and encouraged everyone to be safe; reported on the upcoming mask mandate; stated that the owners of Nayarit Grocery are requesting a stop sign at the intersection of 6<sup>th</sup> Street and Riofrio Street; and that his family will be joining him for the holidays.

2. Mayor

Mayor Castro gave his condolences to Chief Smith for the loss of his family member; thanked the Council and staff for their work and support for the Annual Mendota Smog Toy Giveaway; upcoming events; and reported on the procession of Our Lady of Guadalupe Catholic Church.

**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).

At 9:24 p.m. the Council moved into closed.

At 10:52 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regard to item 1 of the Closed Session, there was no reportable action.

**ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 10:52 p.m. by Councilor Alonso, seconded by Mayor Pro Tem Mendoza; unanimously approved (5 ayes).

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Rolando Castro, Mayor

ATTEST:

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

CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/8/2021-12/30/2021  
CK# 51177 - 51274

Date	Check #	Check Amount	Vendor	Department	Description
December 8, 2021	51177	\$ 118,371.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 11/22/2021-12/5/2021
December 20, 2021	51178	\$ -	VOIDED CHECK		
December 20, 2021	51179	\$ 1,072.50	ADMINISTRATIVE SOLUTIONS	GENERAL	MONTHLY MEDICAL ADMINISTRATION FEES-DECEMBER 2021
December 20, 2021	51180	\$ 38.60	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE
December 20, 2021	51181	\$ 357.54	ALERT-0-LITE	STREETS	(1) MICROBAR (AMBER) STREETS SAFETY BAR LIGHT
December 20, 2021	51182	\$ 271.08	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES FOR 12/9/2021 & 12/16/2021
December 20, 2021	51183	\$ 103.57	AUTOZONE, INC.	GENERAL	(1) SILVERSTAR ULTRA SYLVANIA BULB UNIT#R099 (PD), (1) 3PC STAY-DRI, N HIGHER AUTO ACCESS (PD)
December 20, 2021	51184	\$ 1,412.44	RENE BAEZA	WATER-SEWER	CSJVRMA WC 12/6/2021 - 12/19/2021
December 20, 2021	51185	\$ 2,653.49	BOGIE'S PUMP SYSTEMS	SEWER	EBARA PUMP 250 HP SUBMERSIBLE PUMP, MECH SEAL KIT
December 20, 2021	51186	\$ 3,649.24	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION 10/5/21, 10/12/21, 10/19/21, 10/26/21, 11/2/21, & 11/9/21 WWTP WEEKLY
December 20, 2021	51187	\$ 78,816.00	CSJVRMA	GENERAL	2021/2022 3RD QTR DEPOSITS-LIABILITY&WORKER'S COMP
December 20, 2021	51188	\$ 1,669.58	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONES&INTERNET SER12/6/21-1/5/21
December 20, 2021	51189	\$ 641.07	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL QUEST SERVICES FOR 11/1/2021-11/30/2021
December 20, 2021	51190	\$ 442.98	CROWN SERVICES CO.	GENERAL-SEWER	TOILET 1XWK 1000 AIRPORT BLVD BLDG #A (PD), WWTP, POOL PARK, & LOZANO PARK
December 20, 2021	51191	\$ 105.00	DEPARTMENT OF JUSTICE	GENERAL	(3) BLOOD ALCOHOL ANALYSIS- OCTOBER 2021 (PD)
December 20, 2021	51192	\$ 738.18	EXCEL SIGN CO.	GENERAL	(1) CREATE & INSTALL NEW GRAPHICS FOR CSO VEHICLE
December 20, 2021	51193	\$ 136.00	FRESNO CITY COLLEGE	GENERAL	(1)FIELD TRAINING OFFICER COURSE 7/19/2021 - 7/23/2021 (PD)
December 20, 2021	51194	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS FOR NOVEMBER 2021
December 20, 2021	51195	\$ 30,510.08	GUTHRIE PETROLEUM INC	GENERAL-WATER-SEWER-STREETS	(1599) GAL DIESEL FUEL NO. 2 (CITYWIDE), (6998) GAL UNLEADED GASOLINE (CITYWIDE)
December 20, 2021	51196	\$ 533.81	INDUSTRIAL CHEM LAB	GENERAL-WATER-SEWER	(6 GAL) DISINFECTANT CLEANER SHIP&HANDLING (COVID)
December 20, 2021	51197	\$ 180.00	INSYARATH, KHAMPHOU	GENERAL	POLICE DEPARTMENT NOVEMBER 2021 STATS 12/9/2021
December 20, 2021	51198	\$ 1,874.85	JON'S FLAGS & POLES INC	GENERAL	(3) 5X8FT CUSTOM NYLON PRINTED CITY FLAGS (3) US FLAGS
December 20, 2021	51199	\$ 816.74	LAW & ASSOCIATES	GENERAL	ARBITRATION HEARING, MEETING WITH ATTORNEY PREP (PD)
December 20, 2021	51200	\$ 78.45	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2018 FORD EXPLORER UNIT #89 TIRE ROTATION & OIL (PD)
December 20, 2021	51201	\$ 189.75	MENDOTA SMOG & REPAIR	GENERAL	2015 FORD POLICE INTERCEPTOR-R&R BELT TENSIONER (PD)
December 20, 2021	51202	\$ 1,019.71	METRO UNIFORM	GENERAL	UNIFORM ITEMS-(2)CDCR CLASS C PT(2) XFX, (1)STRION LED,XFX CLASS B, (2)75/25 P/W 6 PKT LAPD (PD)
December 20, 2021	51203	\$ 59,029.61	MID VALLEY DISPOSAL, INC	REFUSE- STREETS	ROLL OFF BIN EXCHANGE 10Y QTY:6.93 & 6.03, 50Y QTY: 7.21, 4.94, 11.31 SANITATION CONTRACT SERVICES - NOVEMBER 2021
December 20, 2021	51204	\$ 660.00	NEXUS ADMINISTRATORS, INC.	GENERAL- WATER-SEWER	(20) 2020 ANNUAL RETIREMENT PLAN PARTICIPANT CHRQ
December 20, 2021	51205	\$ 114.98	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- PAPER 30%, INK SET CANNON, PENS
December 20, 2021	51206	\$ 3,214.29	PAPE MACHINERY	SEWER-STREETS	JD 544J- CHANGED FILTERS, NEW ECU, LABOR&SUPPLIES
December 20, 2021	51207	\$ 800.49	PLATT ELETRIC SUPPLY	STREETS	STREET LIGHTS PARTS - (500) THHN-6 BLK, 500FT, (200) 6- BLK 250 FT.
December 20, 2021	51208	\$ 3,000.00	PRICE, PAIGE & COMPANY	GENERAL-WATER-SEWER-STREETS-REFUSE	PREP OF STREETS REPAIR. & WORK ON PREP OF ANNUAL FINANCIALS
December 20, 2021	51209	\$ 44,099.49	PROVOST & PRITCHARD	GENERAL-WATER-SEWER-STREETS	OCTOBER 2021- PROF SERV. METER READING PROJECT , RETAINER, RAILROAD CROSS IMPROV.& ARCGIS
December 20, 2021	51210	\$ 8,110.00	RRM DESIGN GROUP	GENERAL-WATER-SEWER	MENDOTA CITY HALL & PD STATION CONSTRUCTION DOCUMENTS
December 20, 2021	51211	\$ 580.00	SAN JOAQUIN VALLEY AIR	WATER	2/1/22-1/31/23-JD DIESEL FIRED EMERGENCY GENERATOR
December 20, 2021	51212	\$ 29.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 11/21/2021-12/20/2021 (PD)
December 20, 2021	51213	\$ 10,812.00	STATE WATER RESOURCES	WATER-SEWER	ANNUAL PERMIT FEE-MENDOTA CITY CS 7/1/21-6/30/22, WWTF BASS 7/1/2021- 6/30/2022

CITY OF MENDOTA  
CASH DISBURSEMENTS  
12/8/2021-12/30/2021  
CK# 51177 - 51274

December 20, 2021	51214	\$ 1,500.00	STREET SAVER	STREETS	STREET SAVER ANNUAL SUBSCRIPTION 2/1/22-1/31/23
December 20, 2021	51215	\$ 1,227.25	TELSTAR INSTRUMENTS, INC.	WATER	WELL #8 TROUBLESHOOT (8) HRS TEST EQUIPMENT USE & FUEL
December 20, 2021	51216	\$ 149.33	THOMASON TRACTOR COMPANY	STREETS	(10) HOSES & (2) FITTINGS TRACTOR (STREETS)
December 20, 2021	51217	\$ 100.00	TOP DOG TRAINING CENTER, LLC	GENERAL	SERVICE: BOARD AND CARE K-9 "YANOSCH" 11/24-29/21
December 20, 2021	51218	\$ 917.17	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELLPHONE SERVICES-11/7/2021-12/6/2021
December 20, 2021	51219	\$ 150.00	VORTAL	GENERAL-WATER-SEWER	WEBSITE HOSTING AND MAINTENANCE 12/16/21
December 20, 2021	51220	\$ 39,749.23	WANGER JONES HELSLEY PC ATTORNEY	GENERAL-WATER-SEWER	LEGAL SERVICES RE: (6) - PITCHNESS MOTION, COVID-19 RESPONSE, SPECIAL LEGAL SERV 11/15, GEREAL LEGAL SERV
December 22, 2021	51221	\$ 143,818.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 12/6/2021-12/19/2021
December 24, 2021	51222	\$ 80.98	ACE TROPHY SHOP	WATER-SEWER	(5) NAME PLATES
December 24, 2021	51223	\$ 5,000.00	ADAMS, LORIE ANN	GENERAL	12 HOURS- PORTFOLIO MANAGEMENT - ANNUAL UPDATES, & CASA DE ROSA LONG TERM MONITORING
December 24, 2021	51224	\$ 2,700.00	ADMINISTRATIVE SOLUTIONS	GENERAL	MEDICAL CHECK RUN 12/22/2021
December 24, 2021	51225	\$ 218.28	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 1/1/22-3/31/22 ROJAS-PARK CON
December 24, 2021	51226	\$ 632.74	AFLAC	GENERAL	AFLAC INSURANCE FOR THE MONTH OF DECEMBER 2021
December 24, 2021	51227	\$ 5,590.60	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR JANUARY 2022
December 24, 2021	51228	\$ 4,157.89	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER DECEMBER 2021-CITYHALL & POLICE DEPARTMENT
December 24, 2021	51229	\$ 393.23	ARAMARK	GENERAL-WATER-SEWER	(5) STEELGUARD TWILL PARKA JACKETS (CH) & PUBLIC WORKS UNIFORM SERVICES 12/23/2021
December 24, 2021	51230	\$ 580.25	BSK ASSOCIATES	WATER-SEWER	WW WEEKLY GRAB SAMPLE 12/7/2021, GENERAL EDT WEEKLY & MONTHLY
December 24, 2021	51231	\$ 1,089.01	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICE FEES FOR MOMS SYSTEM PROVIDED ASSISTANCE TO REBECCA-ADJUSTMENT BILLING
December 24, 2021	51232	\$ 661.10	CORE & MAIN LP	WATER	(1) 1 WILKINS 975XL2 REDUCED NL PRESSURE BLACKFLOW
December 24, 2021	51233	\$ 1,225.00	FIREBAUGH POLICE	GENERAL-WATER-SEWER	INVOICE CORRECTION- DISPATCH SERV FOR NOV&DEC 2021
December 24, 2021	51234	\$ 87.98	GUTHRIE PETROLEUM INC	GENERAL-WATER-SEWER	(20.06 GAL) UNLEADED GAS FOR CITY VEHICLE
December 24, 2021	51235	\$ 93.13	HARBOR FREIGHT TOOLS	GENERAL	(2) 120W/240W POWER INVERTER, (1) 12IN BOLT CUTTERS
December 24, 2021	51236	\$ 6,128.20	ICAD INC.	WATER	SERVICE WORK VFD FANS, PUMP 1&2, BP#1,REP.CHEM PU
December 24, 2021	51237	\$ 972.57	LIGHTHOUSE ELECTRICAL INC	WATER	(7.25) SERVICE WORK, REPAIRED CHEMICAL PUMP
December 24, 2021	51238	\$ 100.00	LLANOS, GABRIEL	WATER-SEWER	DMV DOT PHYSICAL 12/20/2021
December 24, 2021	51239	\$ 634.30	MENDOTA SMOG & REPAIR	GENERAL-WATER-SEWER-STREETS	2016 FORD FUSION ENERGI SE- MOTOR OIL CHANGE, STREET SWEEPER R&R DIST CAP, F-250 SMOG CHECK,
December 24, 2021	51240	\$ 49.61	METRO UNIFORM	GENERAL-WATER-SEWER	(1) WMS CS POLO SHIRT (CH)
December 24, 2021	51241	\$ 4,049.07	MUNIQUEIP LLC	WATER	(1) GROUND CHEMICAL DOSING PUMP FOR WATER PLANT
December 24, 2021	51242	\$ 1,638.98	MUTUAL OF OMAHA	GENERAL	LIFE, AD&D, LTD & STD INSURANCE FOR JANUARY 2022
December 24, 2021	51243	\$ 1,328.64	NORTHSTAR CHEMICAL	WATER	(600) GAL SODIUM HYPOCHLORITE-12.5%
December 24, 2021	51244	\$ 725.36	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- 2 SIGNATURE STAMPS FOR CM, CALENDARS, LASERJET TONER, & DESKPAD
December 24, 2021	51245	\$ 21,620.78	PG&E	GENERAL-WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES FOR 11/13/21-12/13/21
December 24, 2021	51246	\$ 145.25	PITNEY BOWES INC.	GENERAL-WATER-SEWER	POSTAGE METER RENTAL FOR 10/1/2021-12/31/2021
December 24, 2021	51247	\$ 5,408.99	PLATT ELETRIC SUPPLY	STREETS	(8) NOCTURA ADJUST, (3) IMT LED 4536SC SPECIFIER, (500) THHN 6 BLK STR, (500) THHN 10 GRN STR, (27) IMT LED
December 24, 2021	51248	\$ 3,380.50	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	PROF SERV - OCTOBER 2021 CANNABIS TEXT AMENDMENTS, PROF SERV - NEW CITY HALL & POLICE STATION
December 24, 2021	51249	\$ 1,859.64	RAMON'S TIRE	GENERAL-WATER-SEWER-STREETS	UNIT#M-80 (1)RE- PROG TPMS MONITOR SYS(PD), BACKHOE 310 SG - (2) FIRESTONE TIRES, UNIT#1201 FRONT DISC BRAKE PADS
December 24, 2021	51250	\$ 194.85	TCM INVESTMENTS	GENERAL	MPC3503 RENTAL PAYMENT FOR DECEMBER 2021 -PD
December 24, 2021	51251	\$ 21,740.00	TELSTAR INSTRUMENTS, INC.	WATER	SLC PLC BATTERY SUPPLIED 2 INTERNAL BATTERIES & SUPPLY, INSTALL NEW VFD FOR WELL #9

CITY OF MENDOTA  
 CASH DISBURSEMENTS  
 12/8/2021-12/30/2021  
 CK# 51177 - 51274

December 24, 2021	51252	\$ 2,615.52	THE WATER CONNECTION	WATER	TESTED (79) BACKFLOW WATER SERV & (3) REPAIRS
December 24, 2021	51253	\$ 83.25	THOMASON TRACTOR COMPANY	GENERAL-WATER-SEWER	LOADER - (10) HOSE (4) CRIMP FIT
December 24, 2021	51254	\$ 441.78	TRIANGLE ROCK PRODUCTS,LLC	STREETS	(6.75) 1/2 COMMERCIAL ENVIRON FEE-AGG & ASPHALT-ALLEY
December 24, 2021	51255	\$ 483.00	UNITED HEALTH CENTERS	GENERAL	(2) MEDICAL OFFICE VISITS (PU & PD), INITIAL MEDICAL OFFICE VISIT & FOLLOW UP 11/1/2021
December 24, 2021	51256	\$ 143.67	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	JANITORIAL SERVICES (6) 4X6 CITY OF MENDOTA MATS, (2) BOWL CLIPS, 1 MOP
December 24, 2021	51257	\$ 8,501.96	WANGER JONES HELSLEY PC ATTORN	GENERAL-WATER-SEWER	LEGAL SERV RE: GENERAL LEGAL SERV 10/15/21
December 24, 2021	51258	\$ 323.44	ZEE MEDICAL SERVICE	GENERAL-WATER-SEWER	FIRST AID KIT SUPPLIES-EYE DROPS,PAINAID,IBU-PW, WTP, & CH
December 30, 2021	51259	\$ 61.18	ADT SECURITY SERVICES	WATER	SECURITY SERVICES 1/4/2022 - 2/3/2022 WATER TREATMENT
December 30, 2021	51260	\$ 27,546.26	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR JANUARY 2022
December 30, 2021	51261	\$ 138.31	ARAMARK	GENERAL-WATER-SEWER	PUBLIC WORKS UNIFORM RENTAL SERVICES 12/30/21
December 30, 2021	51262	\$ 376,132.08	AVISON CONSTRUCTION, INC.	STREETS	2021 ALLEY PAVING 11/1/21-12/3/21 PAYMENT EST #2
December 30, 2021	51263	\$ 706.22	RENE BAEZA	WATER-SEWER	CSJVRMA WC- 12/20/2021-12/26/2021
December 30, 2021	51264	\$ 386.75	BSK ASSOCIATES	WATER-SEWER	BACTI-WEEKLY TREATMENT & DISTRIBUTION SYS #1010021, WW WEEKLY GRAB & SAMPLE WEEK 2, GENERAL EDT
December 30, 2021	51265	\$ 1,993.05	CORE & MAIN LP	WATER-SEWER	(2) BADGER ORION LTE CELLULAR ENDPOINT (240) CELLUAR, 6" SEWER LINE MATERIALS (60) 4 PVC SDR36 SWR PIPE
December 30, 2021	51266	\$ 442.98	CROWN SERVICES CO.	GENERAL-SEWER	TOILET 1XWK- 1000 AIRPORT BLVD BLDG #A (PD), WWTP, POOL PARK, & LOZANO PARK
December 30, 2021	51267	\$ 1,074.50	MID VALLEY DISPOSAL, INC	REFUSE- STREETS	ROLL OFF BIN EXCHANGE 50Y QTY: 3.22 & 6.43, 10Y QTY: 3.84& 8.00
December 30, 2021	51268	\$ 540.24	OFFICE DEPOT	GENERAL-WATER-SEWER	(2) 3 PLY DISPOSABLE FACE MASKS, CANON WIRELESS PRINTER, W-2 TAX FORMS, MOUSE PAD, PAPER, & STAPLER
December 30, 2021	51269	\$ 22,700.40	PG&E	GENERAL-WATER-SEWER-STREETS-AVIATION	CITYWIDE UTILITIES 11/9/21-12/8/21
December 30, 2021	51270	\$ 25.00	RAMON'S TIRE	GENERAL	FORD F-350 (1) TIRE REPAIR INSIDE PATCH
December 30, 2021	51271	\$ 54.72	SIGNMAX	GENERAL	(2) COROPLAST SHEET CUT TO 61.5X25 FOR DMW/EDD
December 30, 2021	51272	\$ 2,345.26	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER-STREETS	MULTIPLE DEPARTMENTS SUPPLIES FOR NOVEMBER 2021
December 30, 2021	51273	\$ 355.97	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROAD WAY ENCROACHMENT 1/1/2022-1/31/2022
December 30, 2021	51274	\$ 1,500.88	THE HOME DEPOT	GENERAL-WATER-SEWER-STREETS	(2) 16/2 12' GREEN CUBE TAP EXT CORD (12) LED MINI, (1) CE 11' BLACKUV RESIST CABLE TIE (1) POLYSTEEL

\$ 1,105,330.80

**City of Mendota**  
**Proclamation to the Citizens of**  
**Mendota, California**  
**Proclamation No. 22-01**

*Declaring the Week of January 23-January 29, 2022 as “School Choice Week” in the City of Mendota*

**WHEREAS**, all children in the City of Mendota should have access to the highest-quality education possible; and

**WHEREAS**, the City of Mendota recognizes the important role that an effective education plays in preparing all students in Government Name to be successful adults; and

**WHEREAS**, quality education is critically important to the economic vitality of the City of Mendota; and,

**WHEREAS**, the City of Mendota is home to a multitude of high quality public and nonpublic schools from which parents can choose for their children, in addition to families who educate their children in the home; and

**WHEREAS**, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and

**WHEREAS**, the City of Mendota has many high-quality teaching professionals in all types of school settings who are committed to educating our children; and

**WHEREAS**, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options.

**NOW, THEREFORE BE IT RESOLVED**, on this 11<sup>th</sup> day of January that the Mendota City Council does hereby recognize January 23 – January 29, 2022 as School Choice Week in the City of Mendota, and that we call this observance to the attention of all of our citizens.

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**Rolando Castro, Mayor**



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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CELESTE CABRERA-GARCIA, CITY CLERK  
**VIA:** CRISTIAN GONZALEZ, CITY MANAGER  
**SUBJECT:** APPROVING AN AMENDMENT TO THE AGREEMENT WITH THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF FRESNO FOR THE PROVISION OF AVAILABLE COURT CONNECTION AND ELECTRONIC SUPPORT SERVICES  
**DATE:** JANUARY 11, 2022

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**ISSUE**

Shall the City Council adopt Resolution No. 22-01, approving an amendment to the agreement with the Superior Court of California, County of Fresno for the provision of Available Court Connection and Electronic Support Services?

**BACKGROUND**

In 2020, the City of Mendota (“City”) entered into an agreement with the Superior Court of California County of Fresno (“Court”) for the provision of Available Court Connection and Electronic Support Services (“ACCESS”). ACCESS allows the Court and the City to provide remote traffic court services to Mendota residents and those from surrounding communities every Tuesday from 8:30am-12pm. Through ACCESS, a City staff member facilitates the court proceedings at City Hall and Court staff provide assistance remotely. The Court compensates the City up to a certain amount for facilitating the services.

**ANALYSIS**

The existing contract expired on December 31, 2021. The proposed agreement amendment extends the term of the contract for six months and contains provisions to allow the Court to provide compensation to the City for the extended term.

**FISCAL IMPACT**

There will be a maximum amount of \$2,500 of revenue to the General Fund.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 22-01, approving an amendment to the agreement with the Superior Court of California, County of Fresno for the provision of Available Court Connection and Electronic Support Services.

**Attachment(s):**

1. Resolution No. 22-01
2. Agreement Amendment

**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 AGREEMENT  
WITH THE SUPERIOR COURT OF CALIFORNIA,  
COUNTY OF FRESNO FOR THE PROVISION  
OF AVAILABLE COURT CONNECTION  
AND ELECTRONIC SUPPORT SERVICES**

**RESOLUTION NO. 22-01**

**WHEREAS**, the City Council of the City of Mendota entered into an agreement for the provision of Available Court Connection and Electronic Support Services (“ACCESS”) with the Superior Court of California County of Fresno (“Court”), effective January 1, 2020; and

**WHEREAS**, the Court desires to amend the agreement to extend the term of the Court’s current partnership with the City of Mendota; and

**WHEREAS**, the City of Mendota’s residents and the community at large will be better served by the extension of the ACCESS agreement.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota, that the City of Mendota hereby approves the amendment to the ACCESS agreement with the Court, and authorizes the City Manager to execute the amendment, in substantially the form presented as Exhibit “A” to this Resolution, and all other documentation necessary to effectuate such agreement amendment, subject to such reasonable modifications, revisions, additions, and deletions as he may approve prior to execution, said execution to provide conclusive evidence of such approval.

\_\_\_\_\_  
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 11<sup>th</sup> day of January, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

## Exhibit A

**STANDARD AMENDMENT**



AGREEMENT NUMBER

**10-2019-MEND-1**

1. All capitalized terms have the meanings given to them in Agreement **10-2019-MEND-O**, between **City of Mendota** ("Contractor") and **Superior Court of California, County of Fresno** ("Court").
2. The Parties agree to Amend the Agreement as follows:
  - A. Contract cover page, Section 2 is deleted in its entirety and replaced with:
 

This Agreement becomes effective as of **January 1, 2020** (the "Effective Date") and expires on **June 30, 2022**.
  - B. Contract cover page, Section 3 is deleted in its entirety and replaced with:
 

The maximum amount that the Court may pay Contractor is \$5000 per year or \$2500 per six month period.
3. All terms and conditions of the original Agreement remain in full force and effect.

COURT'S SIGNATURE	CONTRACTOR'S SIGNATURE
JBE'S NAME  <b>Superior Court of California, County of Fresno</b>	CONTRACTOR'S NAME <i>(if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc., and the state or territory where Contractor is organized)</i>  <b>City of Mendota</b>
BY <i>(Authorized Signature)</i> 	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING  <b>Dawn Annino, Assistant Court Executive Officer</b>	PRINTED NAME AND TITLE OF PERSON SIGNING  <b>Cristian Gonzalez, City Manager</b>
DATE	DATE
ADDRESS  <b>Accounts Payable 1100 Van Ness Avenue Fresno, CA 93724</b>	ADDRESS  <b>City of Mendota 643 Quince Street Mendota, CA 93640</b>

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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:** AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PROVOST & PRITCHARD CONSULTING GROUP FOR SURVEYING AND ENGINEERING SERVICES FOR THE 2022 LOCAL STREET RECONSTRUCTION PROJECT  
**DATE:** JANUARY 11, 2022

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**ISSUE**

Shall the City Council adopt Resolution No. 22-02, authorizing the City Manager to execute a contract with Provost & Pritchard Consulting Group for surveying and engineering services for the 2022 Local Street Reconstruction Project?

**BACKGROUND**

At the December 14, 2021 City Council meeting, Council directed staff to prepare construction documents for the reconstruction of 1) Rio Frio Street from 7th Street to 8th Street; 2) Stamoules Street from 7th Street to 9th Street; and 3) Kate Street from Divisadero Street to I Street.

**ANALYSIS**

These are three sections of the City street system that have been identified as being in failed condition and priority projects for use of Senate Bill 1/Road Maintenance and Rehabilitation Account (SB1/RMRA) funding. This project combines three streets, two in downtown and one on the east side, into one overall project which will make the project more attractive to contractors and provide an economy of scale savings to the overall project. Construction is planned for late spring or summer of 2022.

**FISCAL IMPACT**

These streets are functionally classified as “local” streets and are therefore not eligible for federal funding. The City intends to utilize their accumulated SB1/RMRA funds for delivery of this project. The total estimated project cost for this project is \$1 million to \$1.3 million, there is some economy of scale which will lower the overall price since all three street sections are being aggregated as one project. The RMRA funds received to date are approximately \$737,720 and by the end of Fiscal Year 2021/2022 this fund balance should be approximately \$978,413. If SB1/RMRA funds cannot cover the total project cost, then other local street funds (Measure C, LTF and Gas Tax) will be utilized. This project will not impact the General Fund.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 22-02, authorizing the City Manager to execute a contract with Provost & Pritchard Consulting Group for surveying and engineering services for the 2022 Local Street Reconstruction Project.

**Attachment(s):**

1. Proposal from Provost & Pritchard Consulting Group
2. Consultant Services Agreement from Provost & Pritchard Consulting Group
3. Resolution No. 22-02

January 4, 2022

Mr. Cristian Gonzalez  
City of Mendota  
643 Quince Street  
Mendota, CA 93640

**Subject: Land Surveying and Engineering Services  
2022 Local Street Reconstruction Project**

Dear Cristian:

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

## Project Understanding

At the December 14, 2021, City Council meeting, Council directed staff to prepare construction documents for the reconstruction of

- Rio Frio Street from 7<sup>th</sup> Street to 8<sup>th</sup> Street (approximately 500 feet);
- Stamoules Street from 7<sup>th</sup> Street to 9<sup>th</sup> Street (approximately 1000 feet); and
- Kate Street from Divisadero Street to I Street (approximately 1,200 feet).

These streets are functionally classified as “local” streets and are therefore not eligible for federal funding. We understand that the City intends to utilize their accumulated Road Maintenance and Rehabilitation Act (RMRA, aka SB1) funds for delivery of this project.

## Scope of Services

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

### Phase SURV: Topographic Field Survey

Services under this phase will include:

- Establish construction control centerlines using existing curbs, gutters, and fence lines. No boundary survey will be provided as the limits of the existing streets are not being expanded.
- Perform a topographical field survey to determine horizontal locations and existing elevations of gutter lips, crown elevations, top of curb and flowlines, driveways, curb ramps, signs, trees, utility poles, valve covers, manhole lids, and storm drain inlets/outlets.

- Additional detail will be obtained at driveway approaches and curb ramps for use in designing new accessible ramps. We will locate existing signs, trees, above ground utilities, and other features that will impact curb ramp design.
- Contact dry utility providers with services in the area and research maps and information they provide. Incorporate utility infrastructure into base maps
- Prepare base map for use by design engineer.

## Phase PSE: Construction Documents (Plans, Specifications & Cost Opinion)

Services under this phase will include:

- Prepare Notice of Exemption for CEQA, since the project is Categorically Exempt under Section 15302, Replacement or Reconstruction.
- Our subconsultant, BSK Associates, will provide subsurface investigations through existing pavement (one per block) to a maximum depth of three feet; provide subgrade soil R-value recommendations, test for sulfate levels in subgrade soils and provide recommendations for full-depth reclamation with cement treated base construction.
- Design of street improvements, limited curb & gutter (replacement of failed or severely cracked concrete), and curb ramps. Improvements to gutter drainage will be made where gutters are being replaced; however, there are drainage issues along these streets which are the result of factors outside of the project limits. This project will not be able to completely address all drainage issues within the project limits.
- We will coordinate the reconstruction of Rio Frio Street with the design of the new City Hall and Police Department Building, as appropriate based on status of that project.
- Prepare plans, specifications and engineer's opinion of probable construction cost (PS&E). Plans will be plan view only, at a scale of 1"=20' to allow for adequate illustration of detail.
  - The plan set is anticipated to include 10 sheets, including cover, notes, plan view sheets, and details
  - The specifications are in CSI format and will include Divisions 0 & 1 and applicable technical specification sections.
- We anticipate one preliminary submittal to the City for review when PS&E are approximately 50% complete. This will allow the City to provide comments on the design approach. After review is complete, we will incorporate comments (or resolve them with City staff) and generate 100% final construction documents ready for use in bidding.
- Solicit bids for construction of the project including:
  - Advertising in the Business Journal & posting on local builder's exchanges
  - Responding to bidders' request for information
  - Issuing up to one (1) addenda
  - Hold public bid opening
  - Analyze bids received and provide recommendation for award of construction contract.



## Professional Fees

Provost & Pritchard Consulting Group will perform the services for the Fixed Fee shown in the table below. These services will be invoiced monthly, on a percent-complete basis. Reimbursable Expenses are included in the Fixed Fee amount stated.

Phase	Estimated Fee
Phase SURV	\$10,000
Phase PSE	\$50,000
<b>Total Fixed Fee:</b>	<b>\$60,000</b>

## Schedule

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement and are authorized to proceed, we can prepare the Construction Documents for initial submittal in approximately (6 to 8) weeks. The project is intended to be constructed in Spring 2022.

## Assumptions

- No existing wet utilities, such as sewer, water, or storm drain will need to be designed or replaced as a part of this project, other than adjustment of lids and manholes covers to match finished grade.
- The City will provide video inspection and comments on existing sewer pipes and manholes within the limits of the project and will specifically identify any dilapidated manholes that should be reconstructed as part of this project. Currently, we are not including rehabilitation or redesign of the sewer system in our scope of services.
- The new infrastructure will not be capacity-increasing and is therefore eligible for a Categorical Exemption under CEQA.
- Existing curb and gutter will be replaced, or new curb and gutter installed only where severely broken and unsuitable to be paved against.
- No sidewalk construction is planned as part of this project, except for short transitional segments of walks at curb ramps.
- Construction limits for this project will not extend into the Caltrans State Route 33 (Derrick Avenue) nor State Route 180 (Oller Street) rights of way; therefore, coordination with Caltrans Encroachment Permits office is not anticipated.
- Provost & Pritchard CAD standards and title block will be used for the design of this project.

## Additional Services

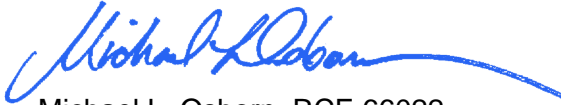
The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Street lighting, street tree, or landscape design
- Construction testing or staking services
- Construction administration, management, or observation services

## Terms and Conditions

If this proposal is acceptable, please sign the Consultant Services Agreement, and return a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Sincerely Yours,  
Provost & Pritchard Consulting Group



Michael L. Osborn, RCE 66022  
Project Manager



Heather Bashian, RCE 73075  
Vice President, Principal-in-Charge

## Terms and Conditions Accepted

By City of Mendota

Signature: \_\_\_\_\_  
Cristian Gonzalez  
City Manager

\_\_\_\_\_

Date



455 W. Fir Avenue  
Clovis, CA 93611  
(559) 449-2700  
FAX (559) 449-2715  
[www.ppeng.com](http://www.ppeng.com)

## CONSULTANT SERVICES AGREEMENT

CSA No:

<b>Client</b>	<u>City of Mendota</u>	<b>Proposal No.</b>	<u>N/A</u>
<b>Attention</b>	<u>Cristian Gonzalez</u>	<b>Telephone</b>	<u>(559) 655-3291 x105</u>
<b>Bill To</b>	<u>City of Mendota</u>	<b>Fax</b>	<u>(559) 655-4064</u>
<b>Billing Address</b>	<u>643 Quince Street</u>	<b>E-Mail</b>	<u>cristian@cityofmendota.com</u>
<b>City, Zip Code</b>	<u>Mendota, CA 93640</u>		
	<u>2022 Local Street</u>		
<b>Project Title</b>	<u>Reconstruction Project</u>	<b>Location</b>	<u>Mendota, CA</u>

### Description of Services:

Land surveying and Engineering services per Proposal dated January 4, 2022.

The provisions set forth below and on the following paragraphs 1 through 42 are incorporated into and made a part of this Agreement. In signing, the Client acknowledges that they have read and approved all such terms and hires Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, (Consultant) to perform the above described services.

### TERMS AND CONDITIONS

Client and Consultant agree that the following terms and conditions shall be part of this agreement:

1. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.
2. Client acknowledges that Consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
3. Client agrees that if Client requests services not specified in the scope of services described in this agreement, Client will pay for all such additional services as extra services, in accordance with Consultant's billing rates utilized for this contract.

### DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to this agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

#### **LIMITATIONS**

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

#### **INDEMNIFICATION**

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

## FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

## LIMITATION OF LIABILITY

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

## DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-

condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

## **CONSTRUCTION PROJECTS**

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

## **SUSPENSION AND TERMINATION**

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

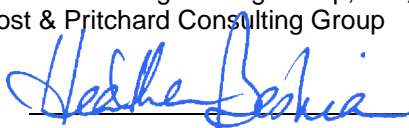
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

#### **OTHER**

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

the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

- 40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
- 41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
- 42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

<b>Client</b>	<u>City of Mendota</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
<b>By</b>	_____	<b>By</b> 
<b>Name/Title</b>	<u>Cristian Gonzalez, City Manager</u>	<b>Name/Title</b> <u>Heather Bashian Vice-President, Principal-In-Charge</u>
<b>Date Signed</b>	_____	<b>Date Signed</b> <u>1/4/2022</u>



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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH PROVOST & PRITCHARD CONSULTING  
GROUP FOR SURVEYING AND ENGINEERING  
SERVICES FOR THE 2022 LOCAL STREET  
RECONSTRUCTION PROJECT**

**RESOLUTION NO. 22-02**

**WHEREAS**, the City has received apportionments from the State of California in accordance with Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 in the amount of \$737,720; and

**WHEREAS**, in Fiscal Year 2021/2022 the City will receive an estimated \$2240,693; and

**WHEREAS**, Resolution No. 21-40 adopted a list of projects for fiscal year 2021-2022 funded by SB1; and

**WHEREAS**, at the December 14, 2021 Regular City Council meeting, staff was directed by City Council to proceed with a local street reconstruction project that includes Stamoules Street from 7<sup>th</sup> Street to 9<sup>th</sup> Street, Rio Frio Street from 7<sup>th</sup> Street to 8<sup>th</sup> Street, and Kate Street from Divisadero Street to I Street; and

**WHEREAS**, these are street projects on the list adopted by Resolution No. 21-40 which will be grouped together as a single construction project; and

**WHEREAS**, the City intends to retain the City Engineer, Provost & Pritchard Engineering Group, Inc. to provide land surveying and engineering services necessary to prepare construction ready bid documents; and

**WHEREAS**, the City Engineer has submitted a proposal that is acceptable to City staff.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby authorizes the City Manager or his designee to execute a contract with Provost & Pritchard Consulting Group for surveying and engineering services for the 2022 Local Street Reconstruction project in the total amount of \$60,000.

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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 11<sup>th</sup> day of January, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Celeste Cabrera-Garcia, City Clerk

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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:** BACKWASH RECLAIM AND PUMP  
**DATE:** JANUARY 11, 2022

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**ISSUE**

Shall the City Council adopt Resolution No. 22-03, authorizing the City Manager to execute a contract with Provost & Pritchard Consulting Group for design and construction support services for the Backwash Reclaim Tank and Pump Station at the Water Treatment Plant?

**BACKGROUND**

The City of Mendota owns and operates a water treatment plant for the removal of iron and manganese with a nominal capacity of 3,000 gallons per minute (gpm). The plant utilizes pressure filtration that requires a daily backwash with a backwash volume of approximately 42,600 gallons (average daily usage based on 2018 to 2020 data). Currently, this backwash water is disposed of at the Wastewater Treatment Facility.

**ANALYSIS**

This project proposes a backwash reclaim tank that will settle out the solids from the filter allowing the backwash water to be returned to the head of the plant and then treated. This will increase the overall plant efficiency and reclaim approximately 16 million gallons per year that are presently wasted to the City's Wastewater Treatment Plant. This will both reduce the amount of groundwater pumped for municipal purposes as well as reduce the volume of sewage flowing through the impacted Wastewater Treatment Facility.

**FISCAL IMPACT**

This project will be paid for from the Sewer Enterprise Fund. The overall project cost is approximately \$1 million and staff intends to work with Provost & Pritchard Consulting Group to apply for a Small Communities Drought Relief funding grant to cover the construction costs.

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 22-03, authorizing the City Manager to execute a contract with Provost & Pritchard Consulting Group for design and construction support services for the Backwash Reclaim Tank and Pump Station at the Water Treatment Plant.

**Attachment(s):**

1. Proposal from Provost & Pritchard Consulting Group
2. Consultant Services Agreement from Provost & Pritchard Consulting Group
3. Resolution No. 22-03

October 5, 2021

Cristian Gonzalez  
City of Mendota  
643 Quince Street Address  
Mendota CA 93640

**Subject: Proposal for Design and Construction Support Services for  
Backwash Reclaim Tank and Pump Station**

Cristian,

Thank you for the opportunity to submit this proposal to provide design and construction support services for the Backwash Reclaim Tank and Pump Station project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules.

## Project Understanding

The City of Mendota owns and operates a water treatment plant for the removal of iron and manganese with a nominal capacity of 3,000 gpm. The plant utilizes pressure filtration that requires a daily backwash with a backwash volume of approximately 42,600 gal (average daily usage based on 2018 to 2020 data). This project is for a backwash reclaim tank that will settle out the solids from the filter allowing the water to be returned to the head of the plant and then treated increasing the overall plant efficiency and reclaiming the approximately 16 MG per year that are presently wasted to the City's Wastewater Treatment Plant.

## Scope of Services

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

### Phase SD: Schematic Design

- a. Review record drawings and information and identify any additional information required to complete the design.
- b. Hold project kickoff meeting.
- c. Analyze the existing information to integrate the existing and future facilities.
- d. Conduct site survey.
- e. Prepare site base map based on topographic, boundary, and control surveys.
- f. Hire a subconsultant to conduct a geotechnical investigation and report.
- g. Prepare design criteria.
- h. Prepare preliminary site layouts:

- a. Site Plan

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- b. Tank Plan
- c. Booster Pump Station Plan
- i. Prepare Preliminary Opinion of Probable Construction Cost

#### *Deliverables*

- Schematic plans (PDF format)
- Attend one (1) Project Kickoff meeting
- Attend one (1) Schematic Design review meeting
- Preliminary Opinion of Probable Construction Cost (PDF Format)

#### Phase CD: Construction Documents

- A. Based on final Schematic Plans, prepare the following plans
  1. Cover Sheet (1 Sheet)
  2. Legend and Abbreviations (1 Sheet)
  3. Design Criteria (1 Sheet)
  4. Process Flow Diagram (1 Sheet)
  5. Hydraulic Profile (1 Sheet)
  6. General Notes (2 Sheets)
  7. Overall Site Plan (1 Sheet)
  8. Site Plan (1 Sheet)
  9. Grading Plan (1 Sheet)
  10. Piping Plan (1 Sheet)
  11. Backwash Reclaim Tank Plan (1 sheet)
  12. Backwash Reclaim Tank Elevations and Details (1 sheet)
  13. Backwash Reclaim Pump Station Plan and Section (1 sheet)
  14. Backwash Reclaim Tank Foundation Plan, Section, and Details (1 sheet)
  15. Miscellaneous details (6 sheets)
  16. Electrical cover sheet (1 sheet)
  17. Electrical Single Line Diagram, Control Diagram, and Schedules (1 sheet)
  18. Electrical Plan (1 sheet)
  19. Miscellaneous electrical details (2 sheets)
- B. Prepare outline technical specifications in CSI format
- C. Prepare Opinion of Probable Construction Cost.

#### *90% CD Deliverables*

- Submit 90% construction documents (PDF format)
- Updated Opinion of Probable Construction Cost.
- Attend one (1) 90% review meeting
- Incorporate comments and feedback consistent with approved schematic design plans and prepare final construction documents.
- Submit 90% construction documents (PDF format) to DDW for review and approval.

#### *Final CD Deliverables*

- Submit final construction documents for approval and bid. (PDF Format)

- Submit final Opinion of Probable Construction Cost.

## Fee Estimate

Provost & Pritchard Consulting Group will perform the services in this proposal on a time and materials basis, in accordance with the contract Terms and Conditions described below. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed the total estimated fee below without additional authorization.

Backwash Reclaim Tank and Pump Station	
Phase	Estimated Fee
SD: Schematic Design	\$42,000
CD: Construction Documents	\$80,000
<b>Total Estimated Fee:</b>	<b>\$122,000</b>

## Schedule

Once we receive an executed copy of this Proposal together with the signed Consultant Services Agreement, and are authorized to proceed, we will work with the City to establish a mutually agreed upon schedule.

## Assumptions

- Provost & Pritchard will make use of available CAD drawings to the extent feasible and augment the drawings with supplemental topographic survey data collected for this project
- The project will be designed in accordance with City of Mendota, AWWA and DDW requirements, as applicable.
- All permit fees will be paid by the contractor as part of the construction contract.
- The project plans and specifications will require the contractor to prepare and implement the Storm Water Pollution Prevention and Dust Control Plans (if required).
- Engineer's Opinion of Probable Cost will be made on the basis of Consultant's experience and qualifications and represents Consultant's best judgement as to the probable construction costs. However, since consultant has no control over costs or the price of labor, equipment or materials, or over contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
- Provost & Pritchard will prepare all front-end specifications for bid package, including bidding, contract and general requirements (Division 0 and 1) as well as the technical specifications.
- Provost & Pritchard's current CAD version and CAD standards and title block will be used for the design of this project.

## Additional Services

Provost & Pritchard can provide engineering support services outside of this scope of services, when authorized by the City and agreed to by Provost & Pritchard, on a time & materials basis. The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Evaluation of existing water quality and treatment processes;
- Bidding, Construction Administration and Construction management services;
- Field inspections and material testing;
- Environmental permitting services;

## Terms and Conditions

If this proposal is acceptable, please sign the Consultant Services Agreement, and return a copy to our office. These documents will serve as our Notice to Proceed. This proposal is valid for 30 days from the date above.

Provost & Pritchard Consulting Group



**Brandon Stipe, RCE 75956**  
Principal Engineer



**Keith Mortensen, RCE 75865**  
Vice President

## Terms and Conditions Accepted

By: City of Mendota

\_\_\_\_\_  
Cristian Gonzalez, City Manager

\_\_\_\_\_  
Date





5. Client agrees not to reuse Work Product, in whole or in part, for any project other than the project that is the subject of this agreement. Client further agrees to waive all claims against Consultant resulting in any way from any unauthorized changes or unauthorized reuse of the Work Product for any other project by anyone on Client's behalf. Client agrees not to use or permit any other person to use versions of Work Product which are not final and which are not signed and stamped or sealed by Consultant. Client shall be responsible for any such use of non-final Work Product. Client hereby waives any claim for liability against Consultant for use of non-final Work Product. If a reviewing agency requires that check prints be submitted with a stamp or seal, those shall not be considered final for purposes of this paragraph.
6. In the event Client (1) makes, agrees to, authorizes, or permits changes in Work Product, or (2) makes, agrees to, authorizes, or permits construction of such unauthorized changes, which changes are not consented to in writing by Consultant, or (3) does not follow recommendations prepared by Consultant pursuant to this agreement, resulting in unauthorized changes to the project, Client acknowledges that the unauthorized changes and their effects are not the responsibility of Consultant. Client agrees to release Consultant from all liability arising from such unauthorized changes, and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from such changes.
7. Under no circumstances shall delivery of Work Product for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's unauthorized use or reuse of the Work Product.
8. The Client is aware that differences may exist between electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed sealed hard-copy documents shall govern.

#### **LIMITATIONS**

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

#### **INDEMNIFICATION**

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

## **FINANCIAL**

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.
13. Consultant shall not be liable to Client for any costs or damages that may result from the termination or suspension of services under this agreement due to Client's failure to pay Consultant invoices in accordance with the terms of this paragraph. In the event that Consultant agrees to resume terminated or suspended services after receiving full payment of all late invoices, Client agrees that time schedules and fees, as applicable, related to the services will be equitably adjusted to reflect any delays or additional costs caused by the termination or suspension of services.
14. In all cases where the proposal calls for payment of a retainer, that payment shall be made by Client to Consultant prior to commencement of services under this agreement. Upon receipt of retainer payment, the Consultant shall commence services as provided for under this Agreement. Unless otherwise provided for in the project proposal, such retainer shall be held by Consultant throughout the duration of the contract, and shall be applied to the final project invoice, and to any other outstanding AR, including late payment charges, on the project. Any amount of said retainer in excess of the final invoice and other outstanding AR shall be returned to the Client within 30 days of issuance of the final project invoice.
15. Client agrees that all billings from Consultant to Client will be considered correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies Consultant in writing of alleged inaccuracies, discrepancies, or errors in billing. In the event of a dispute over any billing or portion of billing, Client agrees to pay the undisputed portion of any billings in accordance with the payment terms set forth in Section 18.
16. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing thirty (30) days after the date of the billing. Client acknowledges that payments applied first to unpaid late payment charges and then to unpaid balances of invoices.
17. In the event Consultant's fee schedule changes due to any increase of costs such as the granting of wage increases and/or other employee benefits to field or office employees or any taxes or fees imposed by local, state, or federal government on consultants' fees during the lifetime of this agreement, the new fee schedule shall apply to all subsequent work on time-and-materials contracts.
18. If payment for Consultant's services is to be made on behalf of Client by a third party lender, Client agrees that Consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services. Client agrees to reimburse Consultant for all collection agency fees, legal fees, court costs, reasonable consultant staff costs and other expenses paid or incurred by Consultant in the event that collection efforts become necessary to enforce payment of any unpaid billings due to Consultant in connection with the services provided in this agreement.

## **LIMITATION OF LIABILITY**

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

## **DISPUTE RESOLUTION**

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a mutually agreed upon mediation services experienced in the resolution of construction disputes. Unless the parties mutually agree otherwise, such mediation shall be a pre-

condition to the initiation of any litigation. The parties further agree to include a similar mediation provision in their agreements with other independent contractors and consultants retained for the project and require them to similarly agree to these dispute resolution procedures. This provision shall not be interpreted to restrict the right of either party to file an action in a court of law, in the County of Fresno, State of California, having appropriate jurisdiction or to preclude or limit the Consultant's right to record, perfect or to enforce any applicable lien or Stop Notice rights.

## **CONSTRUCTION PROJECTS**

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

## **SUSPENSION AND TERMINATION**

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.
27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 28.
30. The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.
31. In the event of termination of this Agreement by either party, Consultant shall invoice Client for all outstanding services and expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination. The Client shall within thirty (30) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

#### **OTHER**

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

the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

40. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.
41. Consultant and Client each agree to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with paragraphs 26 through 31, except for termination expenses provided for in said paragraph 31. Client further agrees that to the fullest extent permitted by law, Consultant shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by Consultant's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.
42. This Agreement is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

<b>Client</b>	<u>City of Mendota</u>		Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
<b>By</b>	_____	<b>By</b>	_____
<b>Name/Title</b>	<u>Cristian Gonzalez</u>	<b>Name/Title</b>	<u>Keith Mortensen, RCE 75865 Vice President</u>
<b>Date Signed</b>	_____	<b>Date Signed</b>	<u>October 5, 2021</u>

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA AUTHORIZING  
THE CITY MANAGER TO EXECUTE A CONTRACT  
WITH PROVOST & PRITCHARD CONSULTING  
GROUP FOR THE DESIGN AND CONSTRUCTION  
SUPPORT SERVICES FOR THE BACKWASH  
RECLAIM TANK AND PUMP STATION AT THE  
WATER TREATMENT PLANT**

**RESOLUTION NO. 22-03**

**WHEREAS**, the City of Mendota owns and operates a water treatment plant for the removal of iron and manganese with a nominal capacity of 3,000 gallons per minute (gpm.); and

**WHEREAS**, the plant utilizes pressure filtration that requires a daily backwash with a backwash volume of approximately 42,600 gallons (average daily usage based on 2018 to 2020 data); and

**WHEREAS**, this backwash water is currently disposed of at the City's Wastewater Treatment Facility; and

**WHEREAS**, in an effort to become more drought resilient and efficient with water use, the City desires to install a backwash reclaim tank and pump station at the water treatment plant to capture and reuse the backwash water; and

**WHEREAS**, the City intends to retain the City Engineer, Provost & Pritchard Engineering Group, Inc. to provide engineering services necessary to prepare construction ready bid documents; and

**WHEREAS**, the City Engineer has submitted a proposal acceptable to City staff.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Mendota hereby authorizes the City Manager or his designee to execute a contract with Provost & Pritchard Consulting Group for the design and construction support services for the backwash reclaim tank and pump station at the water treatment plant in the total amount of \$122,000.

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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 11<sup>th</sup> day of January, 2022, 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 A CONTRACT WITH TOWNSEND PUBLIC AFFAIRS, INC. FOR CONSULTANT SERVICES  
**DATE:** JANUARY 11, 2022

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**ISSUE**

Shall the City Council adopt Resolution No. 22-04, approving a contract with Townsend Public Affairs, Inc. for consultant services?

**BACKGROUND**

Staff desires to apply for two extremely competitive grants due in the next two months. The Clean California Local Grant (“CCLG”) due on February 1, 2022 and the Recreation Trails Program (“RTP”) due on March 1, 2022. With the recent rejection of Proposition 68 – Statewide Parks Program Grant for the Community Center, staff is pleading with City Council to consider this consultant agreement.

**ANALYSIS**

City Staff reached out to a couple of grant consulting firms to inquire about fees to assist with the two grants: 1) CCLG and 2) RTP. The City is anticipating in applying for both grants with the Pool Park to be included in both grant opportunities. The maximum grant request for the CCLG is five million and for the RTP is two million. Townsend Public Affairs, Inc. submitted the lowest and responsible bid. They have earned their clients more than two billion in competitive grant funding. The final grant application(s) will be the City’s property. This is great resource to have as reference for future grant opportunities. Staff wishes to have an opportunity to work with Townsend Public Affairs, Inc. to obtain grant funding to bring life to Pool Park, bring millions of dollars for our City and an opportunity for staff to work closely with a grant consulting firm with so much experience in a new way.

**FISCAL IMPACT**

\$12,500.00 from the General Fund

**RECOMMENDATION**

Staff recommends that the City Council adopt Resolution No. 22-04, approving the contract with Townsend Public Affairs, Inc. for consultant services.

**Attachment(s):**

1. Contract for Consultant Services
2. Resolution No. 22-04

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

**A RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA APPROVING  
A CONTRACT WITH TOWNSEND PUBLIC  
AFFAIRS, INC. FOR CONSULTANT SERVICES**

**RESOLUTION NO. 22-04**

**WHEREAS**, the City of Mendota (“City”) desires to apply for two grants; 1) Clean California Local Grant (“CCLG”) and 2) Recreation Trails Program (“RTP”); and

**WHEREAS**, the due date for each grant is approaching quickly with CCLG due February 1, 2022 and the RTP due March 1, 2022; and

**WHEREAS**, in order to have an advantage over the competitive round of grant funding, the City reached out to request bids from grant consulting firms for assistance with each grant application; and

**WHEREAS**, Townsend Public Affairs, Inc. submitted fees at the lowest and most responsible bid for both grant opportunities.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Mendota that the City of Mendota approves the contract with Townsend Public Affairs, Inc. for consultant services, and authorizes the City Manager to execute the agreement 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 11<sup>th</sup> day of January, 2022, by the following vote:

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

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

## Exhibit A

## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT FOR CONSULTANT SERVICES** ("Contract") is made and entered into as of this 1<sup>st</sup> day of January 1, 2022 by and between City of Mendota ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.  
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.  
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.  
Client agrees to pay Consultant for the Services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.  
*Subject to prior written authorization*, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.
5. Laws, Rules and Regulations.  
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. Lobbyist Registration  
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State, a quarterly Form 635, and register with the United States Congress. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client. All filing fees will be Client's responsibility.
7. No Condition to Payment.  
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the achievement of any specific result including, without limitation, the defeat or enactment of any legislative or administrative proposal. Consultant does not guarantee, represent or warrant any specific results in connection with the provision of Services. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of Services rendered hereunder.
8. Independent Contractor.  
Client confirms to Consultant that the Services provided by Consultant to Client hereunder are not of a type performed by Client on its own behalf and are not within the scope of Client's usual business. It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and

employee between Client and Consultant or any employee or agent of Consultant. Consultant's performance of the Services shall not be subject to the control and direction of Client. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant fully retains the right to contract with and perform services for other parties during the entire term hereof.

9. Work Product

Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.

Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.

This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.

Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.

Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.

By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

15. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

16. Notice.

Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client: City of Mendota  
643 Quince Street  
Mendota, CA 93640

To Consultant: Townsend Public Affairs, Inc.  
1401 Dove Street, Ste. 330  
Newport Beach, CA 92660

17. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

"CLIENT"

TOWNSEND PUBLIC AFFAIRS, INC.,

CITY OF MENDOTA

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: CHRISTOPHER TOWNSEND

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

Title: PRESIDENT

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

**EXHIBIT "A"**  
**TO**  
**CONTRACT FOR CONSULTANT SERVICES**

**TERM:** January 1, 2022 through Project Completion

**FEE SCHEDULE:** \$7,500 per Clean California Grant Application  
\$5,000 per Recreation Trails Program Grant Application

**SERVICES:** Consultant will work with City staff to draft each grant application, provide guidance regarding outreach and other necessary application components, including but not limited to secure relevant letters of support and submit hard and electronic application copies on the Client's behalf.

**Client Initials** \_\_\_\_\_

**Consultant Initials**   *pt*

**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 **C**ity will use the **E**xclusive **H**auler 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 **C**ity limits.
- (b) **Except for Self-Haulers**, the **C**ity's **E**xclusive **H**auler 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 **C**ity 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 **C**ity limits shall receive bins from the **E**xclusive **H**auler 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 **City** where **Solid Waste** is generated and/or accumulated shall accept collection service from the **Exclusive Hauler** under terms of the franchise agreement between **City** and **Exclusive Hauler**.
- (b) Every owner or ~~commercial tenant~~ **occupant** shall initiate service within fifteen (15) days of occupancy of any premises or place within the **City** where **Solid Waste** 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 **Solid Waste** receptacles or capacity is necessary, the **Exclusive**

~~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 11<sup>th</sup> day of January, 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

# Animal Control Monthly Log

November 2021

LOCATION	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUNDED Y/N	DOG DISPO & DATE	OFFENSE	FINE
191 SORENSON AVE	11/1/2021	ANIMAL COMPLAINT	BRN LAB MIX	MALE	N/A	YES	DOG POUND	N/A	\$0.00
260 FLEMING AVE	11/2/2021	ANIMAL COMPLAINT	BRN/RED PITBULL	MALE	RAMON VELASCO	NO	DOG STAYED W/ OWNER	N/A	\$0.00
182 ELM AVE	11/3/2021	ANIMAL COMPLAINT	BRN/RED PITBULL	MALE	RAMON VELASCO	YES	DOG POUND (10-DAY QUARANTINE)	1ST	\$100.00
554 J ST	11/3/2021	ANIMAL COMPLAINT	BLK/BRN GERMAN SHEPARD MIX	MALE	N/A	YES	DOG POUND	N/A	\$0.00
1100 2ND ST	11/5/2021	ANIMAL COMPLAINT	UNK	UNK	TRANSIT	NO	GONE ON ARRIVAL	N/A	\$0.00
240 SANTA CRUZ ST	11/5/2021	ANIMAL COMPLAINT	2 BRN CHIHUAHUAS	UNK	NEIGHBORS	NO	TALKED TO NEIGHBOR ADVISED OF COMPLAINTS	N/A	\$0.00
31 QUIROGA CT	11/5/2021	ANIMAL COMPLAINT	BRN/BLK GERMAN SHEPARD	FEMALE	N/A	YES	DOG POUND	N/A	\$0.00
NAPLES / 4TH ST	11/5/2021	ANIMAL COMPLAINT	BLK GERMAN SHEPARD	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
MJHS	11/8/2021	ANIMAL COMPLAINT	2 LG DOGS	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
800 GARCIA ST	11/8/2021	ANIMAL COMPLAINT	LG DOG	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
MHS	11/10/2021	ANIMAL COMPLAINT	WHT PITBULL	MALE	N/A	YES	DOG POUND	N/A	\$0.00
248 PUCHEU ST	11/10/2021	ANIMAL COMPLAINT	UNK	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
BLACK / VALENZUELA ST	11/12/2021	ANIMAL COMPLAINT	LG BLK DOG	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
778 QUINCE ST APT 5	11/14/2021	ANIMAL COMPLAINT	UNK	UNK	N/A	N/A	RP WANTED TO KNOW IF OBJ WAS AN ANIMAL	N/A	\$0.00
1710 7TH ST	11/15/2021	ANIMAL COMPLAINT	ORANGE CAT	UNK	N/A	NO	CAT STUCK ON LIGHT POLE / CAME DOWN	N/A	\$0.00
201 ESPINOZA ST	11/15/2021	ANIMAL COMPLAINT	WHT/BLK DOG	UNK	N/A	NO	DOG TOOK OFF RUNNING	N/A	\$0.00
624 4TH CT	11/16/2021	ANIMAL COMPLAINT	BRN ROOSTER	UNK	624 4TH CT	NO	ADVISED OF LIVESTOCK NOT PERMITTED IN CITY LIMITS	N/A	\$0.00
38 CASTRO ST	11/16/2021	ANIMAL COMPLAINT	LG BRN/BLK DOG	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
MHS	11/17/2021	ANIMAL COMPLAINT	BRN GERMAN SHEPARD	MALE	N/A	YES	DOG POUND	N/A	\$0.00
MJHS	11/19/2021	ANIMAL COMPLAINT	2 LG DOGS	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
560 RIO FRIO ST	11/19/2021	ANIMAL COMPLAINT	BLK/WHT CHIHUAHUA MIX	FEMALE	N/A	YES	DOG POUND	N/A	\$0.00
654 LOZANO ST	11/20/2021	ANIMAL COMPLAINT	GERMAN SHEPARD / LAB MIX	FEMALE	KATIE CASTRO	NO	RUNNING AT LARGE CITED X2 STAYED WITH OWNER	1ST	\$200.00
MES	11/22/2021	ANIMAL COMPLAINT	3 TERRIER MIXES	UNK	TRASNIT	NO	DOGS STAYED W/ OWNER	N/A	\$0.00
676 NAPLES ST	11/24/2021	ANIMAL COMPLAINT	11-44 DOG	UNK	TONY LOPEZ	NO	DISPOSED	N/A	\$0.00
PUCHEU / BELMONT AVE	11/27/2021	ANIMAL COMPLAINT	11-44 DOG	UNK	N/A	NO	DISPOSED	N/A	\$0.00
241 TUFT ST	11/28/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	NO	DISPOSED	N/A	\$0.00
MES	11/29/2021	ANIMAL COMPLAINT	MED DOG	UNK	N/A	NO	GONE ON ARRIVAL	N/A	\$0.00
588 4TH ST	11/29/2021	ANIMAL COMPLAINT	LIVESTOCK	UNK	MARIA RAMOS	NO	ADVISED OF LIVESTOCK NOT PERMITTED IN CITY LIMITS	N/A	\$0.00
8TH / PUCHEU ST	11/29/2021	ANIMAL COMPLAINT	11-44 CAT	UNK	N/A	NO	DISPOSED	N/A	\$0.00
285 MARIE ST	11/30/2021	ANIMAL COMPLAINT	2 DOGS	UNK	LUIS CASTRO	NO	RUNNING AT LARGE CITED STAYED WITH OWNER	2ND	\$400.00
McCABE ELEM	11/30/21	ANIMAL COMPLAINT	BRN/WHT GERMAN SHEPARD	FEMALE	N/A	YES	DOG POUND	N/A	\$0.00
1155 PUCHEU ST	11/30/2021	ANIMAL COMPLAINT	3 DOGS	UNK	N/A	NO	UNABLE TO LOCATE	N/A	\$0.00
								<b>TOTAL:</b>	<b>\$700.00</b>

# Code Enforcement Monthly Log

November 2021

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT
566 LOLITA ST	CITIZEN ASSIST	11/1/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
CITY HALL	COMMUNITY CONTACT	11/1/2021	N/A	COMPLETE	\$0.00
FRESNO	MISC INVESTIGATION	11/1/2021	N/A	COMPLETE	\$0.00
264 K ST	VEHICLE CHECK	11/1/2021	N/A	CITE / TOWED	\$50.00
902 QUINCE ST	VEHICLE CHECK	11/1/2021	N/A	CHECKS OKAY	\$0.00
918 QUINCE ST	MUNI CODE VIOLATION (INOP VEHS X2)	11/1/2021	11/11/2021	WARNING	\$0.00
566 LOLITA ST	CITIZEN ASSIST	11/2/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
626 DE LA CRUZ ST	VEHICLE CHECK	11/2/2021	11/5/2021	72 HOUR TAG	\$0.00
BASS / BARBOZA ST	MUNI CODE VIOLATION (SUBJECTS LIVING IN TUNNELS)	11/2/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
34 QUIROGA CT	VEHICLE CHECK	11/2/2021	N/A	CITE	\$50.00
DIAZ / CANTU ST	VEHICLE CHECK	11/2/2021	N/A	CITE / TOWED	\$50.00
MEPD	LOBBY TRAFFIC	11/2/2021	N/A	COMPLETE	\$0.00
603 LOZANO ST	MUNI CODE VIOLATION (FURNITURE)	11/3/2021	N/A	CITE	\$100.00
667 LOLITA ST	MUNI CODE VIOLATION (TRASH, FURNITURE X3, APPLIANCE X4, TIRES)	11/3/2021	N/A	CITE	\$500.00
1050 7TH ST	MUNI CODE VIOLATION (GRAFFITI)	11/3/2021	N/A	CITE	\$200.00
7TH / JUANITA ST	MUNI CODE VIOLATION (TIRES)	11/3/2021	N/A	CITE	\$100.00
2ND / 2ND CT	VEHICLE CHECK	11/3/2021	N/A	CITE	\$50.00
554 4TH ST	MUNI CODE VIOLATION (APPLIANCES X2)	11/3/2021	N/A	WARNING	\$0.00
319 L ST	FOLLOW UP	11/3/2021	N/A	COMPLETE	\$0.00
400 BANDONI CT	MUNI CODE VIOLATION (FURNITURE)	11/3/2021	N/A	CITE	\$100.00
568 BARAJAS CT	PARKING CITE	11/3/2021	N/A	CITE	\$25.00
575 BARAJAS CT	PARKING CITE	11/3/2021	N/A	CITE	\$25.00
449 QUINCE ST	MUNI CODE VIOLATION (WEEDS)	11/3/2021	11/13/2021	WARNING	\$0.00
1017 RIO FRIO ST	MUNI CODE VIOLATION (VEHS PARKED ON LAWN)	11/3/2021	11/3/2021	WARNING	\$0.00
1054 PUCHUE ST	VEHICLE CHECK	11/3/2021	N/A	CITE	\$50.00
837 PUCHEU ST	VEHICLE CHECK	11/3/2021	N/A	CITE	\$50.00
830 PUCHEU ST	MUNI CODE VIOLATION (APPLIANCE)	11/3/2021	N/A	CITE	\$100.00
767 PUCHEU ST	VEHICLE CHECK	11/3/2021	N/A	WARNING	\$0.00
861 TULE ST	VEHICLE CHECK	11/3/2021	N/A	CITE	\$50.00
667 PEACH AVE	VEHICLE CHECK	11/3/2021	N/A	CITE	\$50.00
642 L ST	MUNI CODE VIOLATION (FURNITURE)	11/3/2021	11/13/2021	WARNING	\$0.00
711 OXNARD ST	COMMUNITY CONTACT	11/3/2021	N/A	COMPLETE	\$0.00
270 ESPINOZA ST	PARKING CITE	11/3/2021	N/A	CITE	\$25.00
CITY HALL	COMMUNITY CONTACT	11/4/2021	N/A	COMPLETE	\$0.00
346 ROSALES LN	VEHICLE CHECK	11/4/2021	N/A	CITE	\$50.00
1100 7TH ST	MUNI CODE VIOLATION (TRASH)	11/4/2021	N/A	WARNING	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION	11/4/2021	N/A	COMPLETE	\$0.00
684 SORENSON AVE	CITIZEN ASSIST	11/4/2021	N/A	COMPLETE	\$0.00

643 RIO FRIO ST	VEHICLE CHECK	11/4/2021	N/A	CITE	\$50.00
7TH / RIO FRIO ST	VEHICLE CHECK	11/4/2021	N/A	CITE	\$50.00
767 RIO FRIO ST	MUNI CODE VIOLATION (FURNITURE)	11/4/2021	11/14/2021	WARNING	\$0.00
765 RIO FRIO ST	MUNI CODE VIOLATION (APPLIANCE)	11/4/2021	11/14/2021	WARNING	\$0.00
790 RIO FRIO ST	MUNI CODE VIOLATION (FURNITURE)	11/4/2021	11/14/2021	WARNING	\$0.00
1817 9TH ST	MUNI CODE VIOLATION (APPLIANCE, FURNITURE)	11/4/2021	11/14/2021	WARNING	\$0.00
1801 9TH ST	VEHICLE CHECK	11/4/2021	N/A	CITE / TOWED	\$50.00
1782 9TH ST	VEHICLE CHECK	11/4/2021	11/7/2021	72 HR TAG	\$0.00
891 STAMOULES ST	MUNI CODE VIOLATION (APPLIANCE, TIRES, CAR PARTS)	11/4/2021	11/14/2021	WARNING	\$0.00
790 STAMOULES ST	VEHICLE CHECK	11/4/2021	11/7/2021	72 HR TAG	\$0.00
791 STAMOULES ST	MUNI CODE VIOLATION (INOP VEH)	11/4/2021	11/14/2021	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	11/4/2021	N/A	COMPLETE	\$0.00
617 GARCIA ST	FOLLOW UP	11/4/2021	N/A	COMPLETE	\$0.00
611 GARCIA ST	FOLLOW UP	11/4/2021	N/A	COMPLETE	\$0.00
270 ESPINOZA ST	COMMUNITY CONTACT	11/4/2021	N/A	COMPLETE	\$0.00
631 PUCHEU ST	MUNI CODE VIOLATION (TIRES, WOOD)	11/4/2021	11/14/2021	WARNING	\$0.00
624 PUCHEU ST	MUNI CODE VIOLATION (APPLIANCE)	11/4/2021	11/14/2021	WARNING	\$0.00
642 PUCHEU ST	MUNI CODE VIOLATION (VEHS PARKED ON LAWN)	11/4/2021	11/4/2021	CITE X2	\$50.00
8TH / PUCHEU ST	MUNI CODE VIOLATION (VEHS PARKED ON LAWN)	11/4/2021	11/4/2021	WARNING	\$0.00
1690 9TH ST	VEHICLE CHECK	11/4/2021	N/A	WARNING	\$0.00
860 RIO FRIO ST	MUNI CODE VIOLATION (VEHS PARKED ON LAWN)	11/4/2021	11/4/2021	WARNING	\$0.00
8TH / NAPLES ST	COMMUNITY CONTACT	11/4/2021	N/A	COMPLETE	\$0.00
513 KATE ST	PARKING CITE	11/4/2021	N/A	CITE	\$25.00
663 LOZANO ST	MUNI CODE VIOLATION (TRAILER ON STREET)	11/4/2021	11/4/2021	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	11/5/2021	N/A	COMPLETE	\$0.00
270 SANTA CRUZ ST	MUNI CODE VIOLATION (INOP VEH)	11/5/2021	N/A	CITE	\$100.00
MENDOTA JR HIGH	COMMUNITY CONTACT	11/5/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	11/5/2021	N/A	COMPLETE	\$0.00
275 SAN PEDRO ST	MUNI CODE VIOLATION (FURNITURE)	11/5/2021	11/15/2021	WARNING	\$0.00
8TH / OLLER ST	COMMUNITY CONTACT	11/5/2021	N/A	COMPLETE	\$0.00
617 GARCIA ST	FOLLOW UP	11/5/2021	N/A	COMPLETE	\$0.00
800 GARCIA ST	VEHICLE CHECK	11/5/2021	N/A	CITE / TOWED	\$50.00
654 LOZANO ST	COMMUNITY CONTACT	11/6/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	11/6/2021	N/A	COMPLETE	\$0.00
837 OLLER ST (ALLEY)	MUNI CODE VIOLATION (URINATION IN PUBLIC)	11/6/2021	N/A	CITE	\$50.00
FRESNO	MISC INVESTIGATION	11/6/2021	N/A	COMPLETE	\$0.00
GURROLA / GONZALEZ ST	COMMUNITY CONTACT	11/6/2021	N/A	COMPLETE	\$0.00
270 ESPINOZA ST	MUNI CODE VIOLATION (JUNK)	11/6/2021	11/16/2021	WARNING	\$0.00
VALENZUELA / OXNARD ST	VEHICLE CHECK	11/6/2021	N/A	CITE	\$50.00

273 VALENZUELA ST	MUNI CODE VIOLATION (CAR PARTS)	11/6/2021	11/16/2021	WARNING	\$0.00
250 VALENZUELA ST	MUNI CODE VIOLATION (FURNITURE)	11/6/2021	11/16/2021	WARNING	\$0.00
240 MALDONADO ST	MUNI CODE VIOLATION (APPLIANCE)	11/6/2021	11/16/2021	WARNING	\$0.00
275 MALDONADO ST	MUNI CODE VIOLATION (INOP VEH)	11/6/2021	11/16/2021	WARNING	\$0.00
730 PEACH AVE	MUNI CODE VIOLATION (INOP VEH)	11/6/2021	N/A	CITE	\$100.00
825 TULE ST	MUNI CODE VIOLATION (TRAILER, FURNITURE, TRASH)	11/6/2021	11/16/2021	WARNING	\$0.00
244 MALDONADO ST	MUNI CODE VIOLATION (APPLIANCE)	11/6/2021	N/A	CITE	\$100.00
2ND / NAPLES ST	VEHICLE CHECK	11/6/2021	N/A	CITE	\$50.00
747 DERRICK AVE	COMMUNITY CONTACT	11/6/2021	N/A	COMPLETE	\$0.00
250 VALENZUELA ST	CITIZEN ASSIST	11/6/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION	11/6/2021	N/A	COMPLETE	\$0.00
LOZANO PARK	VEHICLE CHECK	11/6/2021	N/A	WARNING	\$0.00
OLLER / 6TH ST	MUNI CODE VIOLATION (FOR SALE SIGN)	11/6/2021	N/A	WARNING	\$0.00
800 GARCIA ST	VEHICLE CHECK	11/7/2021	N/A	WARNING	\$0.00
315 RIOS ST	PARKING CITE	11/7/2021	N/A	CITE X2	\$50.00
636 JUANITA ST	DETAIL-SPECIAL DETAIL	11/7/2021	N/A	COMPLETE	\$0.00
PEREZ / BARBOZA ST	VEHICLE CHECK	11/7/2021	N/A	CITE X3	\$150.00
496 QUINCE ST (ALLEY)	VEHICLE CHECK	11/7/2021	N/A	CITE	\$25.00
1782 4TH ST	VEHICLE CHECK	11/7/2021	N/A	WARNING	\$0.00
785 OLLER ST	MUNI CODE VIOLATION (OPEN CONTAINER)	11/7/2021	N/A	CITE	\$50.00
100 STRAW ST	VEHICLE CHECK	11/7/2021	N/A	CITE / TOWED	\$50.00
200 DERRICK AVE	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	11/7/2021	N/A	CITE	\$50.00
LOZANO PARK	MUNI CODE VIOLATION (URINATION IN PUBLIC)	11/7/2021	N/A	CITE	\$50.00
LOZANO / PEREZ ST	VEHICLE CHECK	11/7/2021	N/A	CITE	\$50.00
DIVISADERO / LOLITA ST	VEHICLE CHECK	11/7/2021	N/A	CHECKS OKAY	\$0.00
1100 7TH ST	MUNI CODE VIOLATION (LIVESTOCK)	11/7/2021	11/17/2021	WARNING	\$0.00
MEPD	LOBBY TRAFFIC	11/8/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	11/8/2021	N/A	COMPLETE	\$0.00
200 BLK MARIE ST	VEHICLE CHECK	11/8/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
1599 PUCHEU ST (ALLEY)	PARKING CITE	11/8/2021	N/A	CITE	\$25.00
OXNARD / AMADOR ST	PARKING CITE	11/8/2021	N/A	CITE	\$25.00
1836 JENNINGS ST	MUNI CODE VIOLATION (APPLIANCES)	11/9/2021	N/A	CITE	\$100.00
1837 JENNINGS ST	PARKING CITE / MUNI CODE VIOLATION (INOP VEH)	11/9/2021	N/A	CITE X3	\$150.00
1055 QUINCE ST	MUNI CODE VIOLATION (TRASH)	11/9/2021	N/A	CITE	\$100.00
1064 QUINCE ST	MUNI CODE VIOLATION (APPLIANCE)	11/9/2021	N/A	CITE	\$100.00
632 GARCIA ST	FOLLOW UP	11/9/2021	N/A	COMPLETE	\$0.00
38 VERA CIR	VEHICLE CHECK	11/9/2021	N/A	CITE	\$50.00
429 BANDONI CT	PARKING CITE	11/9/2021	N/A	CITE	\$25.00
429 MARTINEZ CT	COMMUNITY CONTACT	11/9/2021	N/A	COMPLETE	\$0.00

510 SILVA ST	VEHICLE CHECK	11/9/2021	N/A	CITE	\$50.00
503 SILVA ST	VEHICLE CHECK	11/9/2021	N/A	CHECKS OKAY	\$0.00
231 GREGG CT	MUNI CODE VIOLATION (SEMI PARKED IN RESIDENTIAL)	11/9/2021	N/A	CITE	\$200.00
218 OLLER ST	COMMUNITY CONTACT	11/10/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	11/10/2021	N/A	COMPLETE	\$0.00
SONORA LAUNDRY MAT	BUISNESS INSPECTION	11/10/2021	N/A	COMPLETE	\$0.00
910 2ND ST	CITIZEN ASSIST	11/10/2021	N/A	COMPLETE	\$0.00
558 4TH ST	MUNI CODE VIOLATION (CAR PARTS)	11/10/2021	11/20/2021	WARNING	\$0.00
617 GARCIA ST	FOLLOW UP	11/10/2021	N/A	COMPLETE	\$0.00
208 LUA AVE	MUNI CODE VIOLATION (TRASH BINS)	11/12/2021	11/13/2021	WARNING	\$0.00
NAPLES / 8TH ST	MUNI CODE VIOLATION (MISC ITEMS)	11/12/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
OLLER / 2ND ST	VEHICLE CHECK	11/12/2021	N/A	CITE	\$50.00
309 RIOS ST	MUNI CODE VIOLATION (APPLIANCE)	11/12/2021	11/22/2021	WARNING	\$0.00
321 RIOS ST	VEHICLE CHECK	11/12/2021	N/A	CITE	\$50.00
311 RIOS ST	MUNI CODE VIOLATION (APPLIANCE)	11/12/2021	11/22/2021	WARNING	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	11/12/2021	N/A	CITE	\$50.00
1817 9TH ST	MUNI CODE VIOLATION (APPLIANCE, FURNITURE)	11/12/2021	N/A	CITE	\$200.00
891 STAMOULES ST	MUNI CODE VIOLATION (APPLIANCE, TIRES, CAR PARTS)	11/12/2021	N/A	CITE	\$300.00
791 STAMOULES ST	MUNI CODE VIOLATION (APPLIANCE, FURNITURE, INOP VEH)	11/12/2021	N/A	CITE	\$200.00
1931 6TH ST	MUNI CODE VIOLATION (APPLIANCE)	11/12/2021	N/A	CITE	\$100.00
767 TULE ST	MUNI CODE VIOLATION (APPLIANCE, FURNITURE, JUNK)	11/12/2021	N/A	WARNING	\$0.00
LOZANO / BLANCO ST	VEHICLE CHECK	11/12/2021	N/A	WARNING	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION (URINATION IN PUBLIC)	11/12/2021	N/A	CITE	\$50.00
1831 9TH ST	MUNI CODE VIOLATION (RUNNING AT LG)	11/12/2021	N/A	WARNING	\$0.00
761 STAMOULES ST	VEHICLE CHECK	11/12/2021	N/A	CHECKS OKAY	\$0.00
LOZANO PARK	MUNI CODE VIOLATION (VEH)	11/12/2021	N/A	WARNING	\$0.00
673 LOZANO ST	MUNI CODE VIOLATION (INOP VEH)	11/12/2021	11/22/2021	WARNING	\$0.00
629 4TH CT	PARKING CITE	11/12/2021	N/A	CITE	\$50.00
1143 PUCHEU ST	MUNI CODE VIOLATION (FURNITURE)	11/12/2021	11/22/2021	WARNING	\$0.00
658 JUANITA ST	MUNI CODE VIOLATION (INOP VEHS X2)	11/12/2021	N/A	CITE X2	\$200.00
618 GARCIA ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	11/12/2021	11/12/2021	WARNING	\$0.00
663 LOZANO ST	MUNI CODE VIOLATION (INOP VEH)	11/12/2021	N/A	CITE	\$100.00
697 DERRICK AVE	COMMUNITY CONTACT	11/12/2021	N/A	COMPLETE	\$0.00
617 GARCIA ST	FOLLOW UP	11/12/2021	N/A	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	11/12/2021	N/A	COMPLETE	\$0.00
7TH / PUCHEU ST	VEHICLE CHECK	11/12/2021	N/A	CITE	\$50.00
642 PUCHEU ST	MUNI CODE VIOLATION (TRASH)	11/12/2021	N/A	CITE	\$100.00
1801 9TH ST	MUNI CODE VIOLATION (APPLAINCE, FURNITURE)	11/12/2021	N/A	CITE	\$200.00
CITY HALL	COMMUNITY CONTACT	11/12/2021	N/A	COMPLETE	\$0.00

8TH / OLLER ST	VEHICLE CHECK	11/13/2021	N/A	CITE	\$50.00
536 RIO FRIO (ALLEY)	MUNI CODE VIOLATION (OPEN CONTAINER)	11/13/2021	N/A	CITE	\$50.00
200 ESPINOZA ST	CITIZEN ASSIST	11/13/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION (URINATION IN PUBLIC)	11/13/2021	N/A	CITE	\$50.00
BELMONT AVE	PATROL CHECKS	11/13/2021	N/A	COMPLETE	\$0.00
391 MARIE ST	CITIZEN ASSIST	11/13/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
279 L ST	MUNI CODE VIOLATION (APPLIANCE)	11/13/2021	11/23/2021	WARNING	\$0.00
PEREZ / LOZANO ST	VEHICLE CHECK	11/13/2021	N/A	CITE	\$50.00
603 LOZANO ST	PARKING CITE	11/13/2021	N/A	CITE	\$25.00
631 LOZANO ST	PARKING CITE	11/13/2021	N/A	CITE	\$25.00
639 LOZANO ST	PARKING CITE	11/13/2021	N/A	CITE	\$25.00
638 GAXIOLA ST	MUNI CODE VIOLATION (APPLIANCE)	11/13/2021	11/23/2021	WARNING	\$0.00
218 OLLER ST	COMMUNITY CONTACT	11/13/2021	N/A	COMPLETE	\$0.00
200 ESPINOZA ST	MUNI CODE VIOLATION (FURNITURE)	11/13/2021	11/23/2021	WARNING	\$0.00
271 ESPINOZA ST	MUNI CODE VIOLATION (FURNITURE, TIRES)	11/13/2021	11/23/2021	WARNING	\$0.00
FRESNO	MISC INVESTIGATION	11/13/2021	N/A	COMPLETE	\$0.00
647 PEREZ ST	VEHICLE CHECK	11/13/2021	N/A	CITE	\$275.00
647 PEREZ ST	VEHICLE CHECK	11/13/2021	N/A	CITE	\$275.00
608 4TH ST	PARKING CITE	11/14/2021	N/A	CITE	\$25.00
914 2ND ST	VEHICLE CHECK	11/14/2021	N/A	CITE	\$50.00
958 2ND ST	VEHICLE CHECK	11/14/2021	N/A	CITE	\$50.00
111 BELMONT AVE	COMMUNITY CONTACT	11/14/2021	N/A	COMPLETE	\$0.00
636 JUANITA ST	DETAIL-SPECIAL DETAIL	11/14/2021	N/A	COMPLETE	\$0.00
690 OLLER ST	COMMUNITY CONTACT	11/14/2021	N/A	COMPLETE	\$0.00
854 LOLITA ST	MUNI CODE VIOLATION (FURNITURE)	11/14/2021	11/24/2021	WARNING	\$0.00
POOL PARK	PATROL CHECKS	11/14/21	N/A	COMPLETE	\$0.00
FOOD CENTER (ALLEY)	VEHICLE CHECK	11/14/2021	N/A	WARNING	\$0.00
903 RIO FRIO CIR	MUNI CODE VIOLATION (FURNITURE)	11/14/2021	11/24/2021	WARNING	\$0.00
300 RIOS ST	COMMUNITY CONTACT	11/15/2021	N/A	NECESSARY ACTION TAKEN	\$0.00
315 RIOS ST	PARKING CITE	11/15/2021	N/A	CITE	\$25.00
RIOS / GARCIA ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
LA COLONIA	PATROL CHECKS	11/15/2021	N/A	COMPLETE	\$0.00
970 2ND ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
661 4TH CT	MUNI CODE VIOLATION (FURNITURE)	11/15/2021	11/25/2021	WARNING	\$0.00
534 4TH ST	MUNI CODE VIOLATION (FURNITURE)	11/15/2021	N/A	CITE	\$200.00
240 McCABE AVE	PARKING CITE	11/15/2021	N/A	CITE	\$25.00
250 McCABE AVE	PARKING CITE	11/15/2021	N/A	CITE	\$25.00
CITY HALL	COMMUNITY CONTACT	11/15/2021	N/A	COMPLETE	\$0.00
1832 9TH ST (ALLEY)	VEHICLE CHECK	11/15/2021	N/A	CITE	\$25.00

309 GOMEZ ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
623 LOZANO ST	MUNI CODE VIOLATION (TIRES)	11/15/2021	11/25/2021	WARNING	\$0.00
MEPD	LOBBY TRAFFIC	11/15/2021	N/A	COMPLETE	\$0.00
228 K ST	MUNI CODE VIOLATION (TRASH)	11/15/2021	11/25/2021	WARNING	\$0.00
253 K ST	COMMUNITY CONTACT	11/15/2021	N/A	COMPLETE	\$0.00
1836 JENNINGS ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
1909 JENNINGS ST	MUNI CODE VIOLATION (APPLIANCE)	11/15/2021	N/A	CITE	\$100.00
200 HOLMES AVE	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
211 HOLMES AVE	MUNI CODE VIOLATION (INOP VEH)	11/15/2021	11/25/2021	WARNING	\$0.00
221 HOLMES AVE	MUNI CODE VIOLATION (APPLIANCE, TRAILER)	11/15/2021	11/25/2021	WARNING	\$0.00
241 HOLMES AVE	PARKING CITE	11/15/2021	N/A	CITE	\$25.00
45 VERA CIR	PARKING CITE	11/15/2021	N/A	CITE	\$25.00
611 DE LA CRUZ ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
11TH / QUINCE ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
34 QUIROGA ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
56 DIAZ ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
549 CASTENADA CT	MUNI CODE VIOLATION (APPLIANCE)	11/15/2021	11/25/2021	WARNING	\$0.00
95 CERVANTES ST	VEHICLE CHECK	11/15/2021	N/A	CITE	\$50.00
545 BARAJAS CT	VEHICLE CHECK	11/15/2021	11/2021	72 HOUR TAG	\$0.00
217 ESPINOZA ST	PARKING CITE	11/15/2021	N/A	CITE	\$25.00
231 SANTA CRUZ ST	MUNI CODE VIOLATION (INOP VEH)	11/15/2021	11/25/2021	WARNING	\$0.00
174 ROWE AVE	COMMUNITY CONTACT	11/15/2021	N/A	COMPLETE	\$0.00
281 BLACK AVE	MUNI CODE VIOLATION (INOP VEH)	11/15/2021	11/25/2021	WARNING	\$0.00
1758 7TH ST	MUNI CODE VIOLATION (APPLIANCE)	11/15/2021	N/A	CITE	\$100.00
340 ROSALES LN	VEHICLE CHECK	11/16/2021	N/A	72 HOUR TAG	\$0.00
1890 7TH ST	VEHICLE NUISANCE	11/16/2021	N/A	CITE	\$50.00
588 9TH ST	MUNI CODE VIOLATION (JUNK)	11/16/2021	11/25/21	WARNING	\$0.00
MEPD	LOBBY TRAFFIC	11/16/2021	N/A	COMPLETE	\$0.00
643 L ST	COMMUNITY CONTACT	11/16/2021	N/A	COMPLETE	\$0.00
534 BOU CIR	PARKING CITE	11/16/2021	N/A	CITE	\$25.00
830 KATE ST	FOLLOW UP	11/17/2021	N/A	COMPLETE	\$0.00
4TH / L ST	MUNI CODE VIOLATION (LITTER)	11/17/2021	N/A	WARNING	\$0.00
POST OFFICE	COMMUNITY CONTACT	11/17/2021	N/A	COMPLETE	\$0.00
830 KATE ST	FOLLOW UP	11/17/2021	N/A	COMPLETE	\$0.00
MEPD	TRAINING	11/18/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	11/19/2021	N/A	COMPLETE	\$0.00
768 LOLITA ST	MUNI CODE VIOLATION (INOP VEH X2)	11/19/2021	N/A	CITE	\$200.00
242 L ST	MUNI CODE VIOLATION (INOP VEH)	11/19/2021	N/A	CITE	\$100.00
242 TUFT ST	VEHICLE CHECK	11/19/2021	N/A	CITE	\$50.00



541 OXNARD ST	MUNI CODE VIOLATION (FURNITURE)	11/19/2021	11/29/2021	WARNING	\$0.00
260 BLACK AVE	MUNI CODE VIOLATION (FURNITURE)	11/19/2021	11/29/2021	WARNING	\$0.00
586 I ST	MUNI CODE VIOLATION (APPLIANCE)	11/19/2021	11/29/2021	WARNING	\$0.00
BLANCO / LOZANO ST	VEHICLE CHECK	11/19/2021	N/A	CHECKS OKAY	\$0.00
228 LUA AVE	PARKING CITE	11/19/2021	N/A	CITE	\$25.00
570 4TH ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	11/19/2021	11/19/2021	WARNING	\$0.00
524 ROWE ST	PARKING CITE	11/19/2021	N/A	CITE	\$25.00
601 DIVISADERO ST	MUNI CODE VIOLATION (INOP VEHS X2)	11/19/2021	11/29/2021	WARNING	\$0.00
620 DIVISADERO ST	MUNI CODE VIOLATION (INOP VEH)	11/19/2021	11/29/2021	WARNING	\$0.00
100 STRAW ST	PARKING CITE	11/19/2021	N/A	CITE	\$25.00
218 OLLER ST	COMMUNITY CONTACT	11/20/2021	N/A	COMPLETE	\$0.00
HWY 33 / NAPLES ST	VEHICLE CHECK	11/20/2021	N/A	CITE	\$50.00
643 L ST	MUNI CODE VIOLATION (INOP VEHS X2, APPLIANCE, TRASH)	11/20/2021	11/30/2021	WARNING	\$0.00
1909 JENNINGS ST	MUNI CODE VIOLATION (APPLIANCE, PILE OF CLUTTER)	11/20/2021	11/30/2021	WARNING	\$0.00
749 QUINCE ST	VEHICLE CHECK	11/20/2021	N/A	CITE	\$50.00
997 OLLER ST	COMMUNITY CONTACT	11/20/2021	N/A	COMPLETE	\$0.00
837 OLLER ST	MUNI CODE VIOLATION (OPEN CONTAINER)	11/20/2021	N/A	CITE	\$50.00
SONORA LAUNDRY MAT	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	11/20/2021	N/A	CITE	\$50.00
218 OLLER ST	COMMUNITY CONTACT	11/21/2021	N/A	COMPLETE	\$0.00
636 JUANITA ST	DETAIL-SPECIAL DETAIL	11/21/2021	N/A	COMPLETE	\$0.00
PEREZ / LOZANO ST	VEHICLE CHECK	11/21/2021	N/A	CITE	\$50.00
PEREZ / LOZANO ST	VEHICLE CHECK	11/21/2021	N/A	CITE	\$50.00
519 LOLITA ST	MUNI CODE VIOLATION (FIRE)	11/21/2021	N/A	WARNING	\$0.00
617 SORENSON AVE	VEHICLE CHECK	11/21/2021	N/A	CITE	\$50.00
251 FLEMING AVE	MUNI CODE VIOLATION (FURNITURE)	11/21/2021	12/1/2021	WARNING	\$0.00
261 OLLER ST	COMMUNITY CONTACT	11/22/2021	N/A	COMPLETE	\$0.00
218 OLLER ST	COMMUNITY CONTACT	11/22/2021	N/A	COMPLETE	\$0.00
978 QUINCE ST	MUNI CODE VIOLATION (FURNITURE)	11/22/2021	12/2/2021	WARNING	\$0.00
PEACH / LOCUST AVE	CITIZEN ASSIST	11/22/2021	11/25/2021	WARNING	\$0.00
697 DERRICK AVE	COMMUNITY CONTACT	11/22/2021	N/A	COMPLETE	\$0.00
720 OLLER ST	COMMUNITY CONTACT	11/22/2021	N/A	COMPLETE	\$0.00
281 BLACK AVE	MUNI CODE VIOLATION (INOP VEH)	11/22/2021	N/A	CITE	\$100.00
KEPD	ADMINISTRATIVE MEETING	11/22/2021	N/A	COMPLETE	\$0.00
558 BARAJAS CT	PARKING CITE	11/22/2021	N/A	CITE	\$25.00
412 MENDOOZA CT	VEHICLE CHECK	11/22/2021	N/A	CITE / TOWED	\$50.00
261 PUCHUE ST	PARKING CITE	11/23/2021	N/A	CITE	\$25.00
2ND / OLLER ST	VEHICLE CHECK	11/23/2021	N/A	CITE	\$50.00
290 L ST	MUNI CODE VIOLATION (APPLIANCE)	11/23/2021	12/3/2021	WARNING	\$0.00
436 LOLITA ST	VEHICLE CHECK	11/23/2021	N/A	CITE	\$50.00

DIVISADERO / LOLITA ST	VEHICLE NUISANCE	11/23/2021	N/A	CITE	\$50.00
642 PUCHEU ST	COMMUNITY CONTACT	11/23/2021	N/A	COMPLETE	\$0.00
FIPD	MISC INVESTIGATION	11/23/2021	N/A	COMPLETE	\$0.00
578 LOLITA ST	COMMUNITY CONTACT	11/24/2021	N/A	COMPLETE	\$0.00
617 GARICA ST	COMMUNITY CONTACT	11/24/2021	N/A	COMPLETE	\$0.00
619 GAXIOLA ST	MUNI CODE VIOLATION (APPLIANCE)	11/24/2021	12/4/2021	WARNING	\$0.00
947 2ND ST	PARKING CITE	11/24/2021	N/A	CITE	\$25.00
202 I ST	VEHICLE CHECK	11/24/2021	N/A	CITE	\$50.00
652 4TH ST	MUNI CODE VIOLATION (APPLIANCE)	11/24/2021	12/4/2021	WARNING	\$0.00
218 OLLER ST	COMMUNITY CONTACT	11/27/2021	N/A	COMPLETE	\$0.00
325 RIOS ST	MUNI CODE VIOLATION (FURNITURE)	11/27/2021	11/7/2021	WARNING	\$0.00
619 GAXIOLA ST	MUNI CODE VIOLATION (APPLIANCE)	11/27/2021	11/7/2021	WARNING	\$0.00
FAMILY DOLLAR	COMMUNITY CONTACT	11/27/2021	N/A	COMPLETE	\$0.00
270 ESPINOZA ST	VEHICLE CHECK	11/27/2021	N/A	CITE / TOWED	\$50.00
219 SAN PEDRO ST	VEHICLE CHECK	11/27/2021	N/A	CITE / TOWED	\$50.00
201 8TH ST	COMMUNITY CONTACT	11/27/2021	N/A	COMPLETE	\$0.00
LOZANO / PEREZ ST	VEHICLE CHECK	11/27/21	N/A	CITE	\$50.00
218 OLLER ST	COMMUNITY CONTACT	11/28/2021	N/A	COMPLETE	\$0.00
636 JUANITA ST	DETAIL-SPECIAL DETAIL	11/28/2021	N/A	COMPLETE	\$0.00
223 K ST	VEHICLE CHECK	11/28/2021	N/A	CITE	\$50.00
800 GARCIA ST	VEHICLE CHECK	11/28/2021	N/A	CITE	\$50.00
300 RIOS ST	VEHICLE CHECK	11/28/2021	N/A	WARNING	\$0.00
213 L ST	PETTY THEFT	11/29/2021	N/A	REPORT TO FOLLOW	\$0.00
MEPD	LOBBY TRAFFIC	11/29/2021	N/A	COMPLETE	\$0.00
213 I ST	FOLLOW UP	11/29/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	11/29/2021	N/A	COMPLETE	\$0.00
DIVISADERO / I ST	VEHICLE CHECK	11/29/2021	N/A	CITE	\$50.00
830 KATE ST	FOLLOW UP	11/29/2021	N/A	COMPLETE	\$0.00
954 PUCHEU ST	PARKING CITE	11/29/2021	N/A	CITE	\$25.00
428 MARTINEZ CT	PARKING CITE	11/29/21	N/A	CITE	\$25.00
418 BANDONI CT	COMMUNITY CONTACT	11/29/2021	N/A	COMPLETE	\$0.00
210 SANTA CRUZ ST	MUNI CODE VIOLATION (INOP VEH)	11/29/2021	12/9/2021	WARNING	\$0.00
BLACK / MALDONADO ST	VEHICLE CHECK	11/29/2021	N/A	CITE	\$50.00
830 KATE ST	FOLLOW UP	11/29/2021	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC	11/30/2021	N/A	COMPLETE	\$0.00
213 L ST	FOLLOW UP	11/30/2021	N/A	COMPLETE	\$0.00
1690 7TH ST	VANDALISM	11/30/2021	N/A	REPORT TO FOLLOW	\$0.00
CITY HALL	COMMUNITY CONTACT	11/30/2021	N/A	COMPLETE	\$0.00
10TH / PUCHEU ST	VEHICLE CHECK	11/30/2021	N/A	CITE / TOWED	\$50.00

CITY HALL	COMMUNITY CONTACT	11/30/2021	N/A	COMPLETE	\$0.00
				<b>TOTAL:</b>	<b>\$9,100.00</b>

# MENDOTA POLICE DEPARTMENT

NOVEMBER 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002340.1	10TH ST & OLLER ST	11/1/2021	Mon	YES	SUSPENDED LICENSE	VC 14601.2
210002341.1	GUILLEN PKWY & MARIE ST	11/1/2021	Mon	YES	WARRANT ARREST	PC 166
210002342.1	8TH ST & QUINCE ST	11/1/2021	Mon	YES	WARRANT ARREST	PC 166
210002343.1	7TH ST & QUINCE ST	11/1/2021	Mon	YES	WARRANT ARREST	PC 166
210002344.1	284 K ST	11/1/2021	Mon	NO	VEHICLE STORAGE	VC 22651
210002346.1	746 STANOLLES ST	11/1/2021	Mon	NO	GRAND THEFT AUTO	VC 10851
210002347.1	555 RIO FRIO ST	11/1/2021	Mon	NO	INCIDENT REPORT	
210002348.1	625 S KATE ST	11/2/2021	Tue	YES	PETTY THEFT	PC 484
210002351.1	OLLER ST/FUCHEU ST	11/2/2021	Tue	YES	WARRANT ARREST	PC 166
210002353.1	182 ELMAV	11/3/2021	Wed	NO	INCIDENT REPORT	
210002354.1	9TH ST & AIRPORT BLVD	11/3/2021	Wed	YES	RESISTING	PC 148, H&S, VC 23152
210002355.1	BASS AV & BARBOZA ST	11/4/2021	Thu	NO	INCIDENT REPORT	
210002357.1	1801 9TH ST	11/4/2021	Thu	NO	VEHICLE STORAGE	VC 22651
210002360.1	1000 AIRPORT BLVD	11/4/2021	Thu	NO	ERROR	
210002363.1	2ND ST & OLLER ST	11/4/2021	Thu	YES	DUI ARREST	VC 23152
210002364.1	7TH ST & MARIE ST	11/4/2021	Thu	YES	DUI ARREST	VC 23152
210002365.1	1100 2ND ST	11/5/2021	Fri	NO	INCIDENT REPORT	
210002366.1	800 GARCIA ST	11/5/2021	Fri	NO	VEHICLE STORAGE	VC 22651
210002370.1	773 STANOLLES ST	11/5/2021	Fri	NO	PETTY THEFT	PC 484
210002371.1	SILVA ST & AMADOR ST	11/5/2021	Fri	NO	INCIDENT REPORT	
210002375.1	7TH ST & QUINCE ST	11/6/2021	Sat	NO	TRAFFIC COLLISION	
210002376.1	1100 2ND ST	11/6/2021	Sat	NO	SIMPLE ASSAULT	PC 242
210002378.1	1191 7TH ST	11/6/2021	Sat	YES	VANDALISM	PC 594, VC 23152, HS 11364
210002379.1	7TH ST & LOLITA ST	11/7/2021	Sun	NO	VANDALISM	PC 594
210002380.1	279 L ST	11/7/2021	Sun	NO	VANDALISM	PC 594
210002381.1	100 STRAW ST	11/7/2021	Sun	NO	VEHICLE STORAGE	
210002382.1	84 SEVONIA ST	11/7/2021	Sun	NO	HIT & RUN	VC 20002
210002383.1	9TH ST & OLLER ST	11/7/2021	Sun	YES	WARRANT ARREST	PC 166
210002384.1	LOZANO ST & PEREZ ST	11/7/2021	Sun	NO	TRAFFIC COLLISION	
210002386.1	1000 AIRPORT BLVD	11/8/2021	Mon	NO	PETTY THEFT	PC 484
210002387.1	666 NAPLES ST	11/8/2021	Mon	YES	RESISTING	PC 148
210002389.1	2ND ST & MARIE ST	11/9/2021	Tue	YES	WARRANT ARREST	PC 166
210002390.1	766 DERRICK AV	11/9/2021	Tue	YES	TRESPASS	PC 602, HS 11364
210002394.1	1100 2ND ST	11/10/2021	Wed	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
210002400.1	DERRICK AV & BELMONT AV	11/11/2021	Thu	NO	VEHICLE BURGLARY	PC 459
210002401.1	OLLER ST & 8TH ST	11/11/2021	Thu	NO	TRAFFIC COLLISION	
210002402.1	800 OLLER ST	11/12/2021	Fri	NO	GRAND THEFT AUTO	VC 10851
210002406.1	9TH ST & MARIE ST	11/12/2021	Fri	YES	SHOOTING	PC 246.3, PC 32310, PC 25400, VC 23152
210002410.1	637 S KATE ST	11/13/2021	Sat	NO	INCIDENT REPORT	
210002411.1	748 NAPLES ST	11/13/2021	Sat	NO	GRAND THEFT AUTO	VC 10851
210002412.1	742 JUANITA ST	11/14/2021	Sun	YES	WARRANT ARREST	PC 166

# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2021



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002413.1	424 DERRICK AV BL	11/14/2021	Sun	MP	VANDALISM	PC 594, VC 23152, HS 11364
210002416.1	1000 AIRPORT BLVD	11/14/2021	Sun	NO	FOUND PROPERTY	
210002417.1	518 OLLER ST	11/14/2021	Sun	YES	WARRANT ARREST	PC 166
210002418.1	2091 ST	11/15/2021	Mon	NO	COMMERCIAL BURGLARY	PC 459
210002420.1	424 DERRICK AV	11/15/2021	Mon	NO	GRAND THEFT AUTO	VC 10851
210002421.1	7TH ST & NAPLES ST	11/15/2021	Mon	YES	WARRANT ARREST	PC 166, HS 11377
210002422.1	OLLER ST & DERRICK AV	11/15/2021	Mon	NO	HIT & RUN	VC 20002
210002423.1	640 4TH ST	11/15/2021	Mon	NO	BRANDISING	PC 417
210002424.1	401 MARIE ST	11/15/2021	Mon	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
210002425.1	1000 AIRPORT BLVD	11/15/2021	Mon	NO	INCIDENT REPORT	
210002430.1	265 TUFT ST	11/16/2021	Tue	NO	VANDALISM	PC 594, VC 23152, HS 11364
210002431.1	485 MARIE ST	11/16/2021	Tue	YES	WARRANT ARREST	PC 166
210002432.1	6TH ST & NAPLES ST	11/16/2021	Tue	YES	WARRANT ARREST	PC 166
210002433.1	1000 AIRPORT BLVD	11/16/2021	Tue	NO	INCIDENT REPORT	
210002434.1	1831 6TH ST	11/16/2021	Tue	NO	GRAND THEFT	PC 487
210002435.1	606 NAPLES ST	11/16/2021	Tue	NO	GRAND THEFT	PC 487
210002436.1	667 QUINCE ST	11/16/2021	Tue	NO	VANDALISM	PC 594
210002438.1	1123 BASS AV	11/16/2021	Tue	YES	WARRANT ARREST	PC 166
210002440.1	1000 AIRPORT BLVD	11/17/2021	Wed	NO	SEX REGISTRANT	PC 290
210002441.1	485 MARIE ST	11/17/2021	Wed	YES	NARCOTICS VIOLATION	HS 11364, HS 11377
210002442.1	MARIE ST & 2ND ST	11/17/2021	Wed	YES	NARCOTICS VIOLATION	HS 11377, WARRANT ARREST
210002443.1	419 OLLER ST	11/17/2021	Wed	NO	INCIDENT REPORT	
210002444.1	200 DERRICK AV	11/17/2021	Wed	YES	WARRANT ARREST	PC 166
210002446.1	643 RIO FRIO ST	11/17/2021	Wed	NO	RUNAWAY JUVENILE	
210002450.1	218 LUA ST	11/18/2021	Thu	YES	AGGRAVATED ASSAULT (DV)	PC 273.5A
210002451.1	DERRICK AV & TUFT ST	11/18/2021	Thu	NO	FIELD INTERVIEW	
210002453.1	1832 9TH ST	11/19/2021	Fri	NO	VEHICLE BURGLARY	PC 459
210002454.1	1830 9TH ST	11/19/2021	Fri	NO	VANDALISM	PC 594
210002455.1	7TH ST & STAMBOULES ST	11/19/2021	Fri	YES	WARRANT ARREST	PC 166
210002460.1	1709 7TH ST	11/20/2021	Sat	NO	COMMERCIAL BURGLARY	PC 459
210002461.1	2167 8TH ST	11/20/2021	Sat	NO	VANDALISM	PC 594
210002462.1	2891 ST	11/20/2021	Sat	YES	DUI ARREST	VC 23152A/B, TRAFFIC COLLISION
210002466.1	1000 AIRPORT BLVD	11/20/2021	Sat	NO	ERROR	
210002469.1	MARIE ST & 6TH ST	11/20/2021	Sat	YES	DUI ARREST	VC 23152
210002472.1	6TH ST & OLLER ST	11/21/2021	Sun	NO	GRAND THEFT AUTO	VC 10851
210002473.1	281 HOLMES V	11/21/2021	Sun	YES	SIMPLE ASSAULT	PC 242
210002474.1	6TH ST & OLLER ST	11/21/2021	Sun	NO	TRAFFIC COLLISION	
210002475.1	540 BLACK AV	11/21/2021	Sun	YES	RO VIOLATION	PC 166C1
210002476.1	1702 9TH ST	11/22/2021	Mon	NO	VANDALISM	PC 594
210002477.1	1290 5TH ST	11/22/2021	Mon	NO	INCIDENT REPORT	
210002478.1	1290 9TH ST	11/22/2021	Mon	NO	VANDALISM	PC 594



# MENDOTA POLICE DEPARTMENT

NOVEMBER 2021

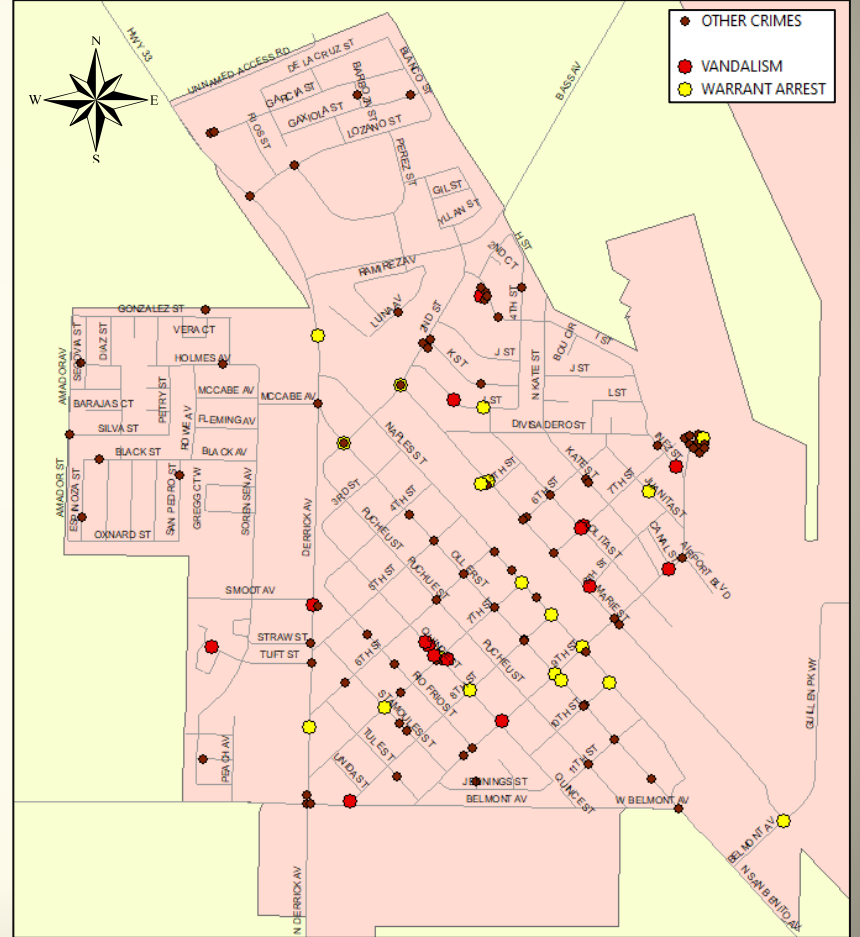
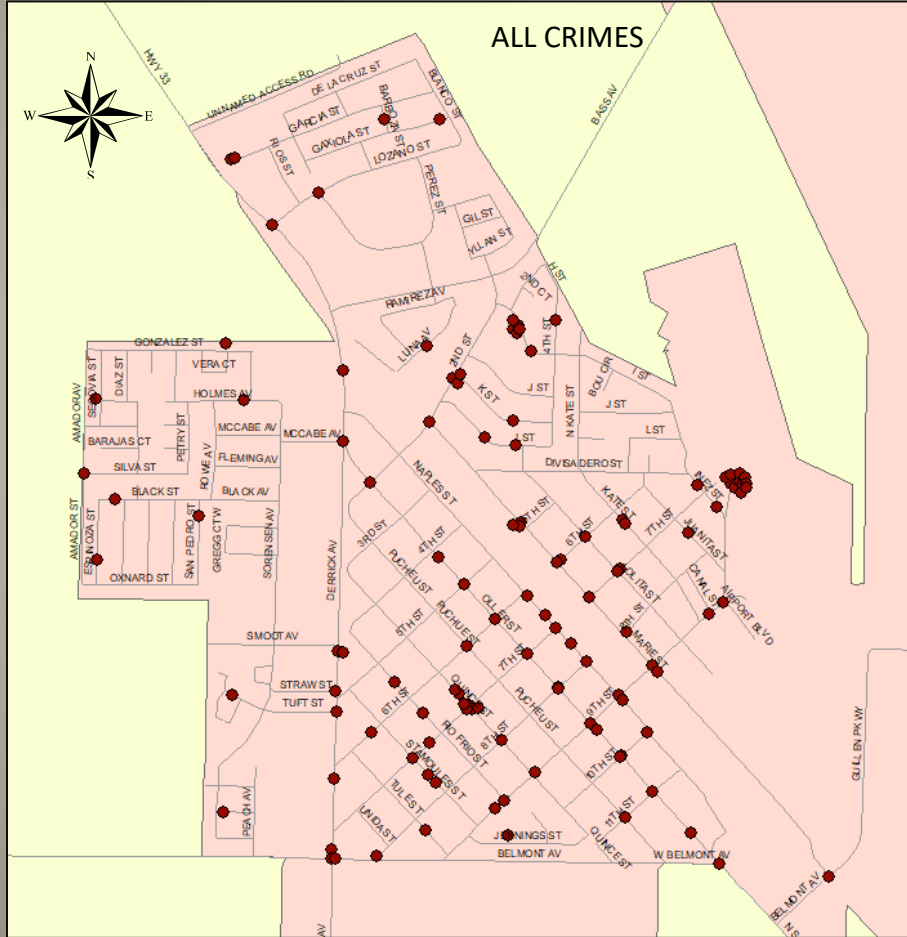


CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
210002479.1	655 BLUNCE ST	11/22/2021	Mon	NO	VANDALISM	PC 594
210002480.1	754 INEZ ST	11/22/2021	Mon	NO	VANDALISM	PC 594
210002483.1	1000 AIRPORT BLVD	11/22/2021	Mon	NO	CRIMINAL THREAT	PC 422
210002484.1	1500 10 TH ST	11/22/2021	Mon	YES	OPEN CONTAINER	BP 25620
210002485.1	9TH ST & NAPLES ST	11/23/2021	Tue	YES	WARRANT ARREST	PC 166
210002486.1	2021 ST	11/23/2021	Tue	NO	VANDALISM	PC 594
210002487.1	500 GARCIA ST	11/23/2021	Tue	YES	SIMPLE ASSAULT	PC 242
210002488.1	1000 AIRPORT BLVD	11/23/2021	Tue	YES	WARRANT ARREST	PC 166
210002489.1	2021 ST	11/23/2021	Tue	NO	AGGRAVATED ASSAULT (DV)	PC 273.5A
210002490.1	2021 ST #108	11/23/2021	Tue	NO	AGGRAVATED ASSAULT (DV)	PC 273.5A
210002491.1	2021 ST	11/24/2021	Wed	NO	GTA RECOVERY	
210002492.1	6TH ST & MARIE ST	11/24/2021	Wed	YES	AGGRAVATED ASSAULT	PC 245
210002496.1	OLLER ST & BELMONT AV	11/24/2021	Wed	YES	DUI ARREST	VC 23152, VC 23109C, VC 23154A
210002497.1	HWY 33 & LOZANO ST	11/24/2021	Wed	YES	DUI ARREST	VC 23152, VC 14601, WARRANT
210002498.1	6TH ST & LOLITA ST	11/25/2021	Thu	YES	AGGRAVATED ASSAULT	PC 245
210002499.1	619 DERRICK AV	11/25/2021	Thu	YES	WARRANT ARREST	PC 166
210002500.1	1500 11TH ST	11/25/2021	Thu	NO	GTA RECOVERY	
210002501.1	430 TULE ST	11/25/2021	Thu	YES	SIMPLE ASSAULT	PC 242
210002504.1	HWY 33 & BELMONT AV	11/26/2021	Fri	NO	PETTY THEFT	PC 484
210002508.1	1840 7TH ST	11/26/2021	Fri	NO	INCIDENT REPORT	
210002510.1	270 ESPINOZA ST	11/27/2021	Sat	NO	VEHICLE STORAGE	VC 22651
210002511.1	1000 AIRPORT BLVD	11/27/2021	Sat	NO	ERROR	
210002512.1	9TH ST & NAPLES ST	11/27/2021	Sat	NO	IDENTITY THEFT	PC 530.5
210002513.1	219 SN PEDRO ST	11/27/2021	Sat	NO	VEHICLE STORAGE	VC 22651
210002518.1	207 L ST	11/27/2021	Sat	YES	WARRANT ARREST	PC 166
210002519.1	3040 W WHITESBRIDGE AV	11/27/2021	Sat	NO	INCIDENT REPORT	
210002520.1	10TH ST & NAPLES ST	11/28/2021	Sun	YES	WARRANT ARREST	PC 166
210002522.1	200 GONZALES ST	11/28/2021	Sun	YES	PUBLIC INTOXICATION	PC647F
210002524.1	2131 ST	11/29/2021	Mon	NO	PETTY THEFT	PC 484
210002525.1	1000 AIRPORT BLVD	11/29/2021	Mon	NO	FOUND PROPERTY	
210002526.1	1630 7TH ST	11/29/2021	Mon	NO	VANDALISM	PC 594
210002527.1	489 MARIE ST	11/29/2021	Mon	YES	WARRANT ARREST	PC 166
210002528.1	306 JENNINGS CIR	11/30/2021	Tue	NO	MISSING PERSON	
210002529.1	1690 7TH ST	11/30/2021	Tue	NO	VANDALISM	PC 594
210002530.1	11TH ST & PUCHEU ST	11/30/2021	Tue	NO	VEHICLE STORAGE	VC 22651
210002531.1	1000 AIRPORT BLVD	11/30/2021	Tue	NO	IDENTITY THEFT	PC 530.5
210002532.1	1200 OLLER ST	11/30/2021	Tue	YES	UNLICENSED DRIVER	VC 2800A
210002533.1	7TH ST & OLLER ST	11/30/2021	Tue	NO	TRAFFIC COLLISION	
210002534.1	603 GAYOLA ST	11/30/2021	Tue	NO	GRAND THEFT	PC 487
210002535.1	MARIE ST & 7TH ST	11/30/2021	Tue	YES	NARCOTICS VIOLATION	HS 11364
210002537.1	6TH ST & PUCHEU ST	11/30/2021	Tue	NO	NARCOTICS VIOLATION	HS 11364



# MENDOTA POLICE DEPARTMENT

NOVEMBER 2021 - MAP





# MENDOTA POLICE DEPARTMENT

NOVEMBER 2021



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT				1	1			2
AGGRAVATED ASSAULT (DV)		1	2	1	1			5
BRANDISING		1						1
COMMERCIAL BURGLARY		1					1	2
CRIMINAL THREAT		1						1
DUI ARREST				2	2		2	6
ERROR					1		2	3
FIELD INTERVIEW					1			1
FOUND PROPERTY	1	1						2
GRAND THEFT			3					3
GRAND THEFT AUTO	1	2				1	1	5
GTA RECOVERY				1	1			2
HIT & RUN	1	1						2
IDENTITY THEFT			1				1	2
INCIDENT REPORT		3	1	2	1	3	2	12
MISSING PERSON			1					1
NARCOTICS VIOLATION			2	2				4
OPEN CONTAINER		1						1
PETTY THEFT		2	1			2		5
PUBLIC INTOXICATION	1							1
RESISTING		1		1				2
RO VIOLATION	1							1
RUNAWAY JUVENILE				1				1
SEX REGISTRANT				1				1
SHOOTING						1		1
SIMPLE ASSAULT	1		1		1		1	4
SUSPENDED LICENSE		1						1
TRAFFIC COLLISION	2		1		1		1	5
TRESPASS			1					1
UNLICENSED DRIVER			1					1
VANDALISM	3	5	4			1	2	15
VEHICLE BURGLARY					1	1		2
VEHICLE STORAGE	1	1	1		1	1	2	7
WARRANT ARREST	4	5	7	1	1	1	1	20
<b>Grand Total</b>	<b>16</b>	<b>27</b>	<b>27</b>	<b>13</b>	<b>13</b>	<b>11</b>	<b>16</b>	<b>123</b>



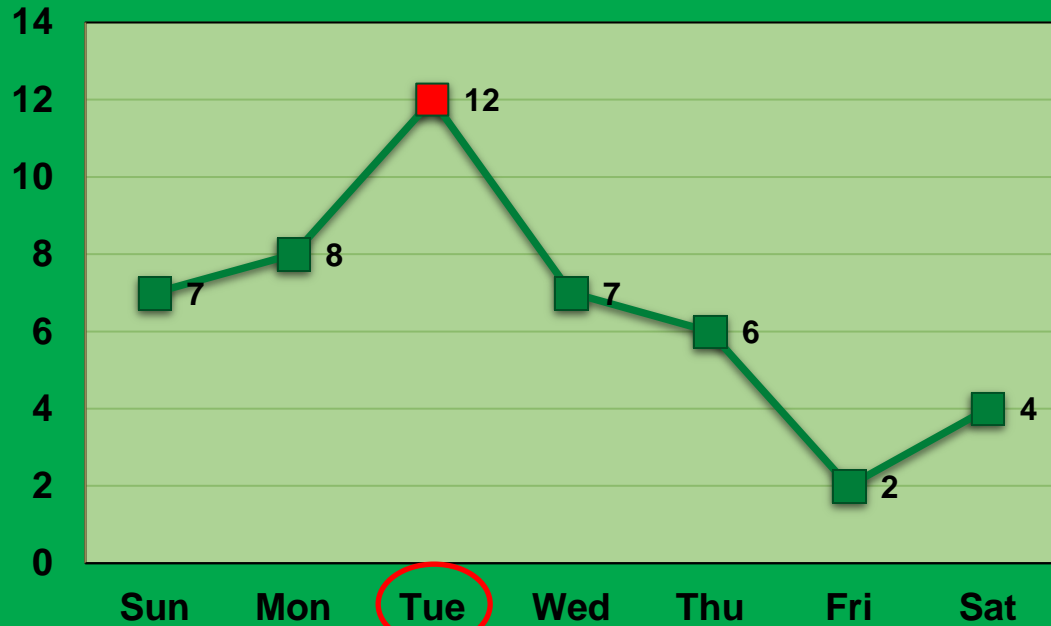


# MENDOTA POLICE DEPARTMENT

NOVEMBER 2021 - ARRESTS



## ARRESTS PER DAY OF WEEK



DAYS	ARRESTS
Sun	7
Mon	8
Tue	12
Wed	7
Thu	6
Fri	2
Sat	4
<b>Grand Total</b>	<b>46</b>



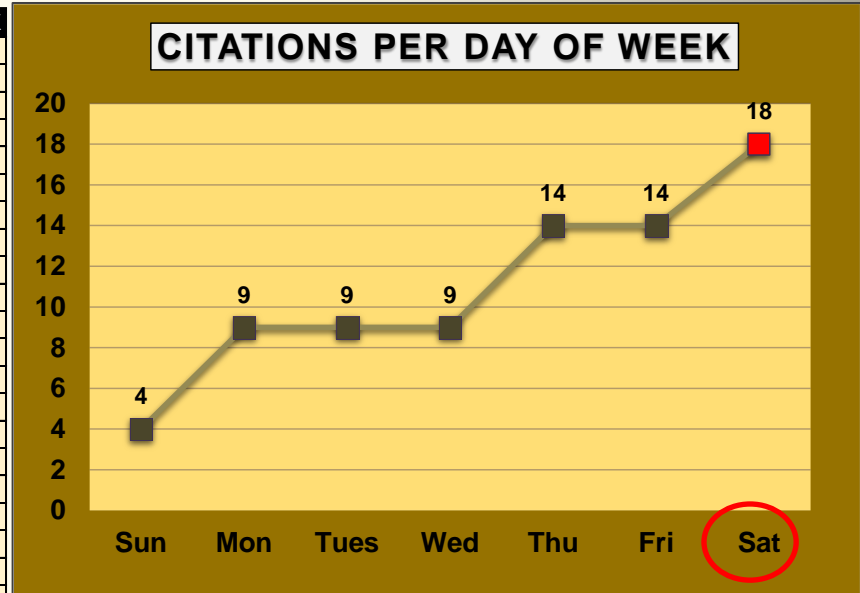
# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2021 - CITES



CASE#	RPT DATE	DAY OF WEEK
210002337.1	11/1/2021	Mon
210002338.1	11/1/2021	Mon
210002339.1	11/1/2021	Mon
210002345.1	11/1/2021	Mon
210002349.1	11/2/2021	Tue
210002350.1	11/2/2021	Tue
210002352.1	11/3/2021	Wed
210002356.1	11/4/2021	Thu
210002358.1	11/4/2021	Thu
210002359.1	11/4/2021	Thu
210002361.1	11/4/2021	Thu
210002362.1	11/4/2021	Thu
210002367.1	11/5/2021	Fri
210002368.1	11/5/2021	Fri
210002369.1	11/5/2021	Fri
210002372.1	11/5/2021	Fri
210002373.1	11/6/2021	Sat
210002374.1	11/6/2021	Sat
210002377.1	11/6/2021	Sat
210002385.1	11/8/2021	Mon
210002388.1	11/9/2021	Tue
210002391.1	11/9/2021	Tue
210002393.1	11/10/2021	Wed
210002395.1	11/10/2021	Wed
210002396.1	11/11/2021	Thu
210002397.1	11/11/2021	Thu
210002398.1	11/11/2021	Thu
210002399.1	11/11/2021	Thu
210002403.1	11/12/2021	Fri
210002404.1	11/12/2021	Fri
210002405.1	11/12/2021	Fri
210002407.1	11/13/2021	Sat
210002408.1	11/13/2021	Sat
210002409.1	11/13/2021	Sat
210002414.1	11/14/2021	Sun
210002415.1	11/14/2021	Sun
210002419.1	11/15/2021	Mon
210002426.1	11/15/2021	Mon
210002427.1	11/16/2021	Tue

CASE#	RPT DATE	DAY OF WEEK
210002428.1	11/16/2021	Tue
210002429.1	11/16/2021	Tue
210002437.1	11/16/2021	Tue
210002439.1	11/17/2021	Wed
210002445.1	11/17/2021	Wed
210002447.1	11/17/2021	Wed
210002448.1	11/18/2021	Thu
210002449.1	11/18/2021	Thu
210002452.1	11/18/2021	Thu
210002456.1	11/19/2021	Fri
210002457.1	11/19/2021	Fri
210002458.1	11/19/2021	Fri
210002459.1	11/19/2021	Fri
210002463.1	11/20/2021	Sat
210002464.1	11/20/2021	Sat
210002465.1	11/20/2021	Sat
210002467.1	11/20/2021	Sat
210002468.1	11/20/2021	Sat
210002470.1	11/20/2021	Sat
210002471.1	11/20/2021	Sat
210002481.1	11/22/2021	Mon
210002482.1	11/22/2021	Mon
210002493.1	11/24/2021	Wed
210002494.1	11/24/2021	Wed
210002495.1	11/24/2021	Wed
210002502.1	11/25/2021	Thu
210002503.1	11/25/2021	Thu
210002505.1	11/26/2021	Fri
210002506.1	11/26/2021	Fri
210002507.1	11/26/2021	Fri
210002509.1	11/27/2021	Sat
210002514.1	11/27/2021	Sat
210002515.1	11/27/2021	Sat
210002516.1	11/27/2021	Sat
210002517.1	11/27/2021	Sat
210002521.1	11/28/2021	Sun
210002523.1	11/28/2021	Sun
210002536.1	11/30/2021	Tue



DAYS	COUNT
Sun	4
Mon	9
Tues	9
Wed	9
Thu	14
Fri	14
Sat	18
<b>Grand Total</b>	<b>77</b>



# MENDOTA POLICE DEPARTMENT

NOVEMBER 2021



	December	January	February	March	April	May	June	July	August	September	October	November	December	2021 Totals	OCT-NOV%
Homicide	0	0	0	0	0	0	2	0	1	0	0	0		3	NON-CAL
Rape	0	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	0		15	-100%
Robbery	0	0	0	0	1	0	1	0	1	0	1	0		4	-100%
Aggravated Assault	1	0	1	2	2	2	1	1	3	3	0	2		17	NON-CAL
Aggravated Assault (DV)	4	2	1	1	3	3	3	5	3	3	1	5		30	400%
Simple Assault	1	2	0	4	1	2	3	0	4	3	2	4		25	100%
Simple Assault (DV)	1	0	2	0	1	3	4	0	0	1	1	0		12	-100%
Residential Burglary	1	2	0	0	2	2	1	2	0	1	1	0		11	-100%
Commercial Burglary	0	3	3	0	2	0	1	1	1	1	1	2		15	100%
Auto Theft	4	1	2	8	4	6	6	7	5	3	3	5		50	67%
Grand Theft	0	2	1	6	1	2	3	9	1	5	2	3		35	50%
Petty Theft	8	6	3	2	6	3	10	11	6	3	6	5		61	-17%
Vehicle Burglary	5	10	4	6	8	3	1	1	1	1	0	2		37	NON-CAL
ID Theft/Fraud	2	0	3	1	1	2	0	1	1	2	0	2		13	NON-CAL
Arson	0	0	0	1	0	0	0	0	1	0	0	0		2	NON-CAL
Vandalism	22	11	10	16	11	14	7	12	7	16	12	15		131	25%
Hate Crimes	0	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	0		9	-100%
Possession of Knife	0	0	0	0	0	0	0	0	0	0	1	0		1	-100%
DUI Arrests	1	3	2	2	3	13	5	6	14	4	6	6		64	0%
Public Intoxication	7	0	1	0	0	2	1	2	0	1	1	1		9	0%
Narcotics Violation	10	3	3	4	5	10	6	4	11	10	9	4		69	-56%
Parole/Restraining Order Violation	2	0	0	3	2	3	5	1	2	1	1	1		19	0%
Warrant Arrest	11	14	8	13	8	20	17	17	13	14	20	20		164	0%
Mental Health Reports	2	1	1	2	0	1	1	1	4	1	3	0		15	-100%
Runaway / Missing	0	0	0	1	0	1	2	1	4	2	0	1		12	NON-CAL
Trespass	0	2	1	0	0	1	2	2	0	3	2	1		14	-50%
<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>79</b>	<b>0</b>	<b>837</b>	<b>3%</b>



# MENDOTA POLICE DEPARTMENT

## NOVEMBER 2021



### VANDALISM: TOTAL – 15

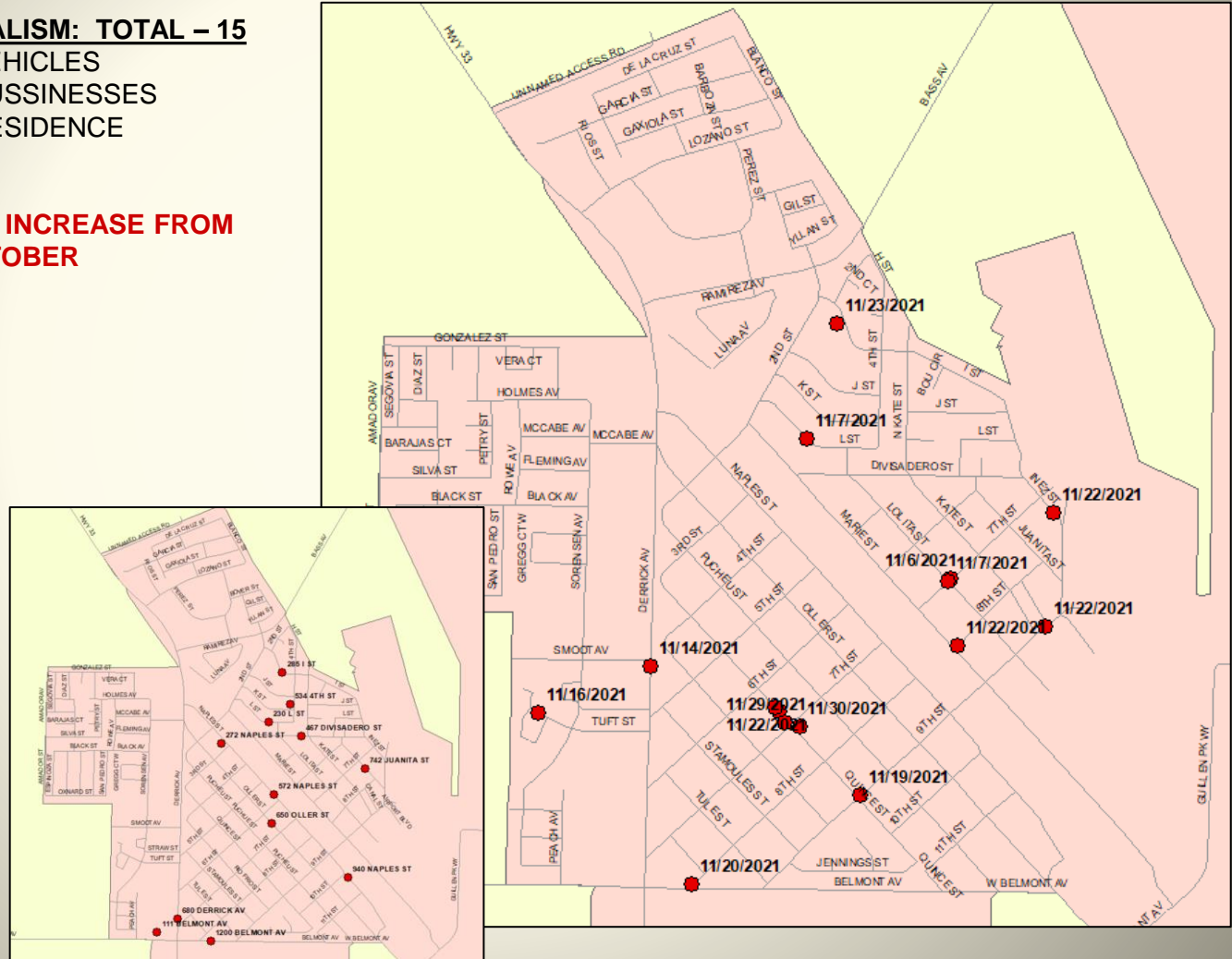
- 9 VEHICLES
- 4 BUSSINESSES
- 1 RESIDENCE

➤ **25% INCREASE FROM OCTOBER**

### OCTOBER

### VANDALISM: TOTAL – 12

- 8 VEHICLES
- 3 RESIDENCES
- 1 BUSSINESS



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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:** JANUARY 11, 2022

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**GRANTS UPDATE**

- **County of Fresno, Urban Community Development Block Grant (CDBG) Program** – With the approval of the engineering consultant agreement, staff and Provost & Pritchard will be working on the next phase of the Rojas-Pierce Park Project. The next phase will include new restrooms, a new concession stand, new lights for the soccer field and baseball field and retrofitting the existing lights at the Benny Mares Baseball Field.
- **Per Capita Program** – Staff will be working on the next phase of the Rojas-Pierce Park Expansion. This grant funding will be used with the County’s CDBG Program funding. Once we have expended \$184,921.92 on the project, staff will be able to submit for reimbursement to the California Department of Parks and Recreation.
- **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.
- **FEMA-4482-DR-CA California Covid-19 Pandemic** – Staff is in the process of submitting for reimbursement.
- **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 31, 2022.
- **Prop. 64** – Staff had a meeting with our LT. Ramiro Rodriguez to discuss the grant program goals and implementation. We will be meeting on January 7<sup>th</sup> 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 and other projects (including Pool Park). The grant has a maximum request for five million.
- **Recreation Trails Program** – Staff will be submitting an application for a project at Pool Park. The maximum grant funding request is two million with a 12% match. If awarded, the City might be able to match the funding requirements with the County’s CDBG funds.

- **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. Staff will be having a meeting on Friday, January 7<sup>th</sup> to go over grant opportunities and the assistance they will be able to provide for us.

**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	
Recreation Trails Program	3/1/2022	TBD	State	N	Y	Up to \$2,000,000	Construct non-motorized trails at Pool Park	
Clean California Local Grant Program	2/1/2022	3/1/2022	State	N	N	TBD	Pocket Park at Bass Avenue and 2nd Street	
Outdoor Equity Grant Program	10/8/2021	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 WIA & 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 (GRF)	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:** January 4, 2022

### 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 is in progress 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 completed with CMAQ grant funding
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
7. MJHS Safe Routes to School Project:
  - ATP funded; to start this month

### **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 later this month
2. Derrick & Oller Roundabout:
  - CMAQ Competitive Regional Bid application submitted to FCOG to fill \$1,798,457 funding gap in project; award notifications in January
3. 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: 5
- Planners: 2
- Surveyors: 0
- Environmental Specialist: 1
- GIS/CAD Specialists: 1
- Construction Manager: 1
- Project Administrator: 1

### **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