



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
July 26, 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.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATION

1. Council to recognize Jenny Ramos for her service to the community.

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

1

July 26, 2022

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 12, 2022.
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. JULY 6, 2022 THROUGH JULY 19, 2022
WARRANT LIST CHECK NOS.51959 THROUGH 52028
TOTAL FOR COUNCIL APPROVAL = \$449,609.94
2. Proposed adoption of **Resolution No. 22-44**, concerning Local Transportation Purpose Funds (Measure "C" Extension Funds).
3. Proposed adoption of **Resolution No. 22-45**, approving the quotation provided by Lighthouse Electrical, Inc. for a new 400-kilowatt diesel standby generator for the Water Treatment Facility and authorizing its purchase and installation.
4. Proposed adoption of **Resolution No. 22-47**, supporting the Measure C Renewal Expenditure Plan.

BUSINESS

1. Council discussion and consideration of the color options of tire-derived product for its installation at all Citywide sites.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *City Council provides direction to staff on how to proceed*

2. Council discussion and consideration of **Resolution No. 22-46**, (1) Calling for and ordering a Special Municipal Election to be consolidated with the regularly scheduled General Municipal Election to be held on November 8, 2022, to present to voters a measure to establish the Mendota General Transactions and use tax of 1.25%, as required by the provisions of the laws of the State of California; (2) Requesting the Board of Supervisors of the County of Fresno to consolidate the special municipal election with the Statewide General Election to be held on the same date; (3) Requesting that the Fresno County Board of Supervisors authorize the Fresno County Clerk/Registrar of Voters to render specified services to the City of Mendota related to the conduct of the Special Municipal Election; (4) Approving the proposed ballot measure description; and (5) authorizing the City Attorney to prepare the impartial analysis for the proposed ballot measure.
 - a. *Receive report from City Clerk Garcia and Finance Director Banda*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens floor to receive any comment from the public*
 - d. *Council considers adoption of Resolution No. 22-46*

3. Council discussion and consideration of **Ordinance No. 22-03**, adding Chapter 3.14 to Title 3 of the Mendota Municipal Code to Enact a Mendota General Transactions and Use Tax to be Administered by the California Department of Tax and Fee Administration.
 - a. *Receive report from City Clerk Garcia and Finance Director Banda*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Castro opens the floor to receive any comment from the public*
 - d. *City Council considers introduction and waiver of the first reading of Ordinance No. 22-03 and sets a public hearing for August 9, 2022*

PUBLIC HEARING

1. Council to hold the Development Agreement Annual Review Hearing for Left Mendota I, LLC.
 - 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. *City Council discusses Left Mendota I, LLC's performance under the development agreement and provides direction to staff*

2. Council discussion and consideration of **Ordinance No. 22-02**, amending Chapter 12.20 of the Mendota Municipal Code to promote access to City park and recreation facilities.
 - 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. 22-02*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Monthly Reports
2. City Attorney
 - a) Update
3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. 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).
2. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case).
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code sections 54954.5, subdivision (f), and 54957.6
 - a. Agency Designated Representative: Cristian Gonzalez, City Manager
 - b. Employee Organization: American Federation of State, County and Municipal Employees

4. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code sections 54954.5, subdivision (f), and 54957.6

- a. Agency Designated Representative: Cristian Gonzalez, City Manager
- b. Employee Organization: Unrepresented Management Employees

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 July 26, 2022, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, July 22, 2022 at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

July 12, 2022

Meeting called to order by Mayor Castro at 6:01 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 Police Officer Jurado

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

Director of Administrative Services/Assistant City Manager Lekumberry announced that an amended agenda had been posted reflecting the two Closed Session items that were stricken out due to the City Manager being absent.

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

PRESENTATION

1. Chief of Police Kevin Smith to introduce Police Officer Joshua Lane and Police Officer Luis Gutierrez Jr.

Chief of Police Smith introduced Police Officer Gutierrez and shared his background information.

Officer Gutierrez thanked the City and Council for the opportunity to serve.

The Council congratulated Officer Gutierrez.

Chief of Police Smith introduced Police Officer Lane and shared his background information.

Officer Lane thanked the City and Council for the opportunity to serve.

The Council congratulated Officer Lane.

At 6:19 p.m. Mayor Castro announced that there would be a recess.

At 6:26 p.m. the Council reconvened in open session.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of June 28, 2022.
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. JUNE 22, 2022 THROUGH JUNE 30, 2022
WARRANT LIST CHECK NOS. 51925 THROUGH 51958
TOTAL FOR COUNCIL APPROVAL = \$325,787.79
2. Proposed adoption of **Resolution No. 22-41**, approving Amendment 1 to the ITI Self-Service Terminal Services Contract.

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

BUSINESS

1. Council discussion and consideration of **Resolution No. 22-42**, appointing Voting Delegates for the League of California Cities' Annual Business Meeting.

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

Discussion was held on the item.

A motion was made by Mayor Pro Tem Mendoza to appoint Councilor Alonso as the voting delegate and Councilor Rosales as the alternate voting delegate and adopt Resolution No. 22-41, seconded by Councilor Riofrio; unanimously approved (5 ayes).

2. Council discussion and consideration of **Ordinance No. 22-02**, amending Chapter 12.20 of the Mendota Municipal Code

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

Discussion was held on the item.

Council consensus was reached to introduce and waive of the first reading of Ordinance No. 22-02 and set the public hearing for July 26, 2022.

PUBLIC HEARING

1. Council to hold the Development Agreement Annual Review Hearing for Boca Del Rio Agriculture LLC.

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

Discussion was held on the item.

Dustin Moore (Boca Del Rio Agriculture LLC) – provided information about its business.

Discussion was held on the item.

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

Discussion was held on the item.

At 7:04 p.m. Councilor Rosales left the Council Chambers and returned at 7:05 p.m.

2. Council to hold the Development Agreement Annual Review Hearing for Odyssey Agricultural Development LLC.

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

Discussion was held on the item.

At 7:05 p.m. Councilor Riofrio left the Council Chambers and returned at 7:06 p.m.

Alex Freedman (Odyssey Agricultural Holdings LLC) - provided a presentation and information on the project.

Discussion was held on the item.

At 7:28 p.m. Mayor Castro opened the public hearing, and seeing no one willing to comment, closed it within the same minute.

3. Council discussion and consideration of **Resolution No. 22-43**, adopting the First Amended Groundwater Sustainability Plan for portions of the Delta-Mendota Subbasin.

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

Discussion was held on the item.

Chris White (San Joaquin River Exchange Contractors Water Authority) – provided information on the item.

Discussion was held on the item.

At 7:50 p.m. Mayor Castro opened the public hearing, and seeing no one willing to comment, closed it within the same minute.

A motion was made by Councilor Rosales to adopt Resolution No. 22-43, seconded by Councilor Riofrio; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - a) Grant Update
 - b) 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 4th quarter budget update.

Discussion was held on the budget update.

2. City Engineer
 - a) Update

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

Discussion was held on the status of local street projects that are planned; upcoming Caltrans projects; and issues related to housing.

3. City Attorney
 - a) Update

City Attorney Kinsey commented on the Closed Session items.

4. City Manager

Director of Administrative Services/Assistant City Manager Lekumberry provided the report for City Manager Gonzalez including the status of the honor wall at the sports fields; the status of the Belmont Estates housing development; that inspections are being conducted via Facetime; the status of the Pool Park Improvement project; and the status of the repairs for the splash park.

Discussion was held on the construction at the former Star Market location.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Alonso congratulated Chief Smith for his victory at the Firebaugh Derby event; reported on illegal fireworks being used in the community; and congratulated Danny Trejo.

Councilor Riofrio provided an update on Covid-19.

Councilor Rosales congratulated Chief Smith for his victory at the Derby event, and shared information about the upcoming golf tournament event.

Mayor Pro Tem Mendoza congratulated Chief Smith for his victory at the Derby event, and requested additional patrol throughout the community.

2. Mayor

Mayor Castro commented on past and upcoming events, and code violations throughout the City.

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Potential initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code section 54956.9 (two potential cases).

- ~~2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §§ 54954.5(f), 54957.6
a. Agency Designated Representative: Cristian Gonzalez, City Manager
b. Employee Organization: American Federation of State, County and Municipal Employees~~

- ~~3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §§ 54954.5(f), 54957.6
a. Agency Designated Representative: Cristian Gonzalez, City Manager
b. Employee Organization: Unrepresented Management Employees~~

At 8:34 p.m. the Council moved into closed session.

At 9:47 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 9:47 p.m. by Mayor Castro, seconded by Councilor Alonso; unanimously approved (5 ayes).

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
7/6/2022-7/19/2022
CK# 51959-52028

Date	Check #	Check Amount	Vendor	Department	Description
July 6, 2022	51959	\$ 128,370.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 6/20/2022 - 7/3/2022
July 6, 2022	51960	\$ 19,261.56	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD PURCHASES 5/24/2022-6/23/2022
July 12, 2022	51961	\$ 193.98	GERARDO VACA	GENERAL	PER DIEM & HOTEL STAY 7/12/22-BACKGROUND CHECK EMPLOYEE
July 12, 2022	51962	\$ 1,296.02	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES 5/12/22-6/11/22
July 12, 2022	51963	\$ 146.02	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR JUNE 2022
July 12, 2022	51964	\$ 57,949.61	PG&E	GENERAL-WATER-SEWER-STREETS-AIRPORT	WATER DEPARTMENT UTILITIES 5/13/22-6/12/22 AND CITYWIDE UTILITIES 5/10/2022-6/8/2022
July 13, 2022	51965	\$ 14.63	U.S. TREASURY	GENERAL	2ND QTR-PATIENT CENTER OUTCOMES RESEARCH FEE(5.5)
July 14, 2022	51966	\$ 325.20	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES 7/11/22-8/12/22 FOR CITYHALL, DMV & EDD
July 14, 2022	51967	\$ 5,971.04	AMERITAS GROUP	GENERAL	DENTAL & VISION INSURANCE FOR THE MONTH OF AUGUST 2022
July 14, 2022	51968	\$ 7.04	AUTOZONE, INC.	GENERAL	(1) COMM HALOGEN CAPSULE BULB- PD UNIT #85
July 14, 2022	51969	\$ 495.35	COMCAST BUSINESS	GENERAL	FRESNO COUNTY SHERIFF TO MENDOTA PD CIRCUIT- JULY 22
July 14, 2022	51970	\$ 200.00	CITY OF FRESNO-POLICE DEPARTMENT	GENERAL	K9 UNIT LEGAL UPDATE 8/10/22 G.VACA & F. RENTERIA (PD)
July 14, 2022	51971	\$ 1,101.87	GOVERNMENTJOBS.COM, INC.	GENERAL-WATER-SEWER	SUBSCRIPTION FEE FOR GOVERNMENTJOBS.COM 6/17/22-6/13/23
July 14, 2022	51972	\$ 3,214.00	REGROUP	GENERAL-WATER-SEWER	REGROUP MASS NOTIFICATION ANNUAL SUBSCRIPTION 9/10/22-9/9/23
July 14, 2022	51973	\$ 290.00	SAN JOAQUIN VALLEY AIR	WATER	ANNUAL PERMIT CUMMINS GENERATOR DRINK WATER FY 22/23
July 14, 2022	51974	\$ 21.31	SEBASTIAN	GENERAL	SECURITY SERVICES FOR PD 7/1/22-7/20/22
July 14, 2022	51975	\$ 150.00	VETERINARY MEDICAL CENTER	GENERAL	(6) CITY EUTHANASIA FOR ANIMAL CONTROL
July 14, 2022	51976	\$ 1,999.81	COMCAST	GENERAL-WATER-SEWER	CITYWIDE XFINITY PHONE & INTERNET SERVICES 7/6/22-8/5/22
July 14, 2022	51977	\$ 2,396.00	ACCREDITED SECURITY	GENERAL	(4) TASER X26E REFURBISHED MODEL WITH BATTERY & HOLSTER (PD)
July 14, 2022	51978	\$ 10,522.04	ADMINISTRATIVE SOLUTIONS - FRESNO	GENERAL	MEDICAL CHECK RUN 6/21/22 & 6/28/22
July 14, 2022	51979	\$ 2,629.80	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	COPY MACHINE MAINTENANCE CONTRACT APRIL AND JUNE 2022 (CITY HALL & PD)
July 14, 2022	51980	\$ 691.02	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 5/25/22-6/24/22
July 14, 2022	51981	\$ 150.00	MADERA DISPOSAL SYSTEMS INC.	GENERAL	ANIMAL CONTROL TONS (15)
July 14, 2022	51982	\$ 900.00	BAR PSYCHOLOGICAL GROUP	GENERAL	(2) PSYCHOLOGICAL SCREENINGS 2 OFFICERS (PD)
July 14, 2022	51983	\$ 333.58	CHEMSEARCH	SEWER	(1) CHERRY FLOW 5 GL & SURCHARGE FEE- WWTP
July 14, 2022	51984	\$ 257.40	CINTAS CORPORATION NO. 2	GENERAL-WATER-SEWER	FIRST AID KIT SUPPLIES FOR CITY HALL & PUBLIC WORKS
July 14, 2022	51985	\$ 313.40	COOK'S COMMUNICATIONS	GENERAL	REMOTE MOUNT KIT & REPROGRAM RADIOS WITH NEW DATA (PD)
July 14, 2022	51986	\$ 972.00	DEPARTMENT OF JUSTICE	GENERAL	(15) BLOOD ALCOHOL ANALYSIS FOR MAY 2022, (3) FINGERPRINT APPS (2) FINGERPRINT FBI- JUNE 2022 (PD)
July 14, 2022	51987	\$ 200.00	ECN POLYGRAPH & INVESTIGATIONS	GENERAL	(1) POLYGRAPH 1 OFFICER (PD)
July 14, 2022	51988	\$ 504.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS SERVICES- JUNE 2022
July 14, 2022	51989	\$ 180.00	INSYARATH, KHAMPHOU	GENERAL	MONTH OF JUNE- 2022 STATS FOR POLICE DEPARTMENT
July 14, 2022	51990	\$ 84.00	KERWEST NEWSPAPER	GENERAL-WATER-SEWER	(4) HELP WANTED ADMINISTRATIVE ASSISTANT AD
July 14, 2022	51991	\$ 1,422.31	KOPPEL & GRUBER	CFD-L & LMD	CFD NO. 2006-1 (POLICE & FIRE) ADMIN. FEE APR-JUNE 2022, L&LMD DISTRICT NO. 2019-1 ADMIN. FEE APRIL-JUNE 2022
July 14, 2022	51992	VOID			
July 14, 2022	51993	\$ 1,833.59	METRO UNIFORM	GENERAL-WATER-SEWER	(1) MENS SH SL SHIRT (2) SHLDR PATCH (1) PANT, (3) WOMANS PANT(1) LONG SLV (2) SHORT SLV SHIRT (PD)
July 14, 2022	51994	\$ 90.00	NAVIA BENEFIT SOLUTIONS	GENERAL	(40) BASE MONTHLY FEE (6) PARTICIPANT FEE (PD)

CITY OF MENDOTA
CASH DISBURSEMENTS
7/6/2022-7/19/2022
CK# 51959-52028

July 14, 2022	51995	\$ 994.46	OFFICE DEPOT	GENERAL-WATER-SEWER	OFFICE SUPPLIES- 2000+ SELF INK SIGNATURE STAMP, (2) 2IN CLIP BINDER LAGER 12BX, STAPLER & STAPLES (1) KEYBOARD
July 14, 2022	51996	\$ 5,073.76	PLATT ELETRIC SUPPLY	STREETS	(1) ATA LED 22 WATT LED POWER, (1) HOLOPHANE LOT RELEASE 1 C/O, (6) LMK LAS45S ADJ. LUMEN, (6) SHORTING PLUG,12, SG
July 14, 2022	51997	\$ 6,288.39	RAMON'S TIRE & AUTO SERVICE, INC.	GENERAL-WATER-SEWER-STREETS-L& LMD	J D LOUDER 544 J #65 BOOT PATC, TIRE REPAIR LEFT FRONT, JOHN DEERE BACKHOE 3105L- SUP TRAC LOAD, VALVE STEM
July 14, 2022	51998	\$ 32,181.50	RRM DESIGN GROUP	GENERAL-WATER-SEWER	CITYHALL & PD STATION CONSTRUCTION DOCS. 4/18/22 & 6/20/22
July 14, 2022	51999	\$ 9.09	SEBASTIAN	GENERAL	SECURITY SERVICES FOR PD 6/21/22-6/30/22
July 14, 2022	52000	\$ 535.00	MARK ANTHONY DUARTE	GENERAL-WATER-SEWER	PEST CONTROL SERV. CITYHALL/DMV/YOUTH CENTER, WWTP, PW, PD 5/24/22, ROJAS PIERCE PARK-TREAT GROUNDS FOR GOPHERS
July 14, 2022	52001	\$ 1,864.78	THE HOME DEPOT PRO	GENERAL-WATER-SEWER	(3) DEB FOAM SOAP, (8) PINE-SOL, (8) SWIFFER DUSTER, (5) RENOWN LNR 38X58 1.5ML BLK 10/RO, (8) RENOWN LNR 38X58
July 14, 2022	52002	\$ 1,473.61	TRIANGLE ROCK PRODUCTS, LLC	STREETS	HMA-SP-A 1/2"64-10 AGG & ASPHALT SPEED HUMPS KATE ST, ST 3/8 CM 3000 AGG & ASPHALT-POTHOLES THROUGHOUT CITY
July 14, 2022	52003	\$ 160.46	UNIFIRST CORPORATION	GENERAL-WATER-SEWER	(6) 4X6H COM MATS,(3) BOWL CLIPS, MOP, TERRY CLOTHS
July 14, 2022	52004	\$ 825.44	VULCAN MATERIALS COMPANY	STREETS	ST 1/2HMA TYPE A AGG & ASPHALT SPEED HUMPS ON LOLITA ST
July 14, 2022	52005	\$ 609.99	WESTAMERICA BANK	GENERAL-WATER-SEWER	JEEP CHEROKEE LOAN PAYMENT- AUGUST 2022
July 19, 2022	52006	\$ 333.86	CHEMSEARCH	SEWER	(1) CHERRY FLOW, 5 GL, NAC FE (1) FUEL SURCHARGE
July 19, 2022	52007	\$ 455.48	CROWN SERVICES CO.	GENERAL-SEWER	TOILET 1XWK 1000 AIRPORT BLVD (PD) JULY-2022, TOILET WSINK 1XWK WWTP JULY-2022, TOILET 1XWK BASS AVE (POOL PARK)
July 19, 2022	52008	\$ 12,500.00	EMPLOYER DRIVEN INSURANCE SERVICES INC.	GENERAL	BENEFIT CLAIM INITIAL DEPOSIT
July 19, 2022	52009	\$ 1,166.25	ICAD INC.	WATER	PRISON FLOW METER #24973
July 19, 2022	52010	\$ 6,998.00	JOHN'S CONSTRUCTION CLEAN UP	GENERAL	WEED ABATEMENT 1067 PUCHEU 013-201-14, 1055 OLLER 013-152-02, 1061 OLLER ST 013-162-02S, 843 LOLITA & 640 DERRICK
July 19, 2022	52011	\$ 16,000.33	PG&E	WATER-SEWER-STREETS	WATER UTILITIES 7/1/22-7/11/22 & CITYWIDE UTILITIES 7/1/22-7/12/22
July 19, 2022	52012	\$ 355.97	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT AUGUST-2022
July 19, 2022	52013	\$ 21.33	FERNANDO VALADEZ	WATER	MQ CUSTOMER REFUND FOR LUN0013
July 19, 2022	52014	\$ 178.74	OFFICE DEPOT	GENERAL-WATER-SEWER	(1) HP90A LASERJET PRINTER TONER
July 19, 2022	52015	\$ 63,970.00	SIGNATURE PUBLIC FUNDING	WATER-SEWER	SOLAR GENERATING FACILITIES & INTEGRATED SWITCH VFD
July 19, 2022	52016	\$ 202.09	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELL PHONE 7/1/22-7/6/22
July 19, 2022	52017	\$ 43.80	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE 6/1/22-6/30/22
July 19, 2022	52018	\$ 163.91	CORELOGIC INFORMATION	GENERAL-WATER-SEWER	REAL OUEST SERVICES FOR 6/1/22-6/30/22
July 19, 2022	52019	\$ 553.13	ECS HOUSE INDUSTRIES, INC.	SEWER	(4) RESERVOIR, STAR 60CC W/ GREASE & 12OCC, BATTERY PACK
July 19, 2022	52020	\$ 15,157.41	ICAD INC.	WATER-SEWER	(12) SERVICE WORK & 224 MILES TRAVEL- WTP, 7665T SVX-9000 EATON DRIVE WASTE WATER & MATERIALS
July 19, 2022	52021	\$ 3,642.50	JOHN'S CONSTRUCTION CLEAN UP	GENERAL	WEED ABATEMENT 731 JUANITA 013-075-11, 7TH & JUANITA 013-075-13S, 607 S KATE 013-086-14, 1099 7TH ST & 761 QUINCE ST
July 19, 2022	52022	\$ 451.00	LIGHTHOUSE ELECTRICAL INC.	WATER	(3) HRS SERVICE WORK (1) TOOL ALLOWANCE, 66 MILES TRAVEL- WTP
July 19, 2022	52023	\$ 27,154.97	PG&E	WATER-SEWER-STREETS	WATER UTILITIES 6/10/22-6/30/22 & CITYWIDE UTILITIES 6/11/22-6/30/22
July 19, 2022	52024	\$ 2,408.50	PROVOST & PRITCHARD	GENERAL	MENDOTA FARM LABOR APTS JULY-2022 PASS-THRU, CES CARBON SEQUESTRATION PROJECT DEC.2021 PASSTHRU
July 19, 2022	52025	\$ 75.00	TRANSUNION RISK AND ALTERNATIVE	GENERAL	LAW ENFORCEMENT SEARCH SERVICES 6/1/22-6/30/22
July 19, 2022	52026	\$ 775.10	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELL PHONE 6/7/22-6/30/22
July 19, 2022	52027	\$ 558.50	WANGER JONES HELSLEY PC ATTORNEYS	GENERAL-SEWER	SPECIAL LEGAL SERVICES THRU 5/15/2022
July 19, 2022	52028	\$ 1,941.01	WESTAMERICA BANK	GENERAL	POLICE DEPARTMENT VEHICLE LOAN PAYOFF

\$ 449,609.94

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: IN THE MATTER CONCERNING LOCAL TRANSPORTATION PURPOSE FUNDS (MEASURE “C” EXTENSION FUNDS)
DATE: JULY 26, 2022

ISSUE

Shall the City Council adopt Resolution No. 22-44, in the matter concerning Local Transportation Purpose Funds (Measure “C” Extension Funds)?

BACKGROUND

The Transportation Development Act (TDA) of 1971 provides funding to be allocated to transit and non-transit related purposes that comply with regional transportation plans. This funding is allocated by the California Department of Tax and Fee Administration., which takes the amount of sales tax collected and returns the general sales tax revenue to the Council of Fresno County Governments. They in turn, allocate it to each city in the County of Fresno based on population for the projects that were budgeted for the 2022-2023 fiscal year.

ANALYSIS

The attached resolution, certification and claim forms for each applicable funding program are routine and required by the Fresno County Transportation Authority in order to receive the funding for Measure C Pass-Through Funds. With the funding provided by Fresno County Transportation Authority, the City of Mendota is able to fund street projects approved during the budget for each fiscal year.

FISCAL IMPACT

\$516,000.00 to the City of Mendota Measure “C” Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-44, in the matter concerning Local Transportation Purpose Funds (Measure “C” Extension Funds).

Attachment(s):

1. Resolution No. 2022-06, in the matter of Fresno County Transportation Improvement Act California Public Utilities Code Section 142257 – Retail Transactions and Use Tax Funds for Extension Local Transportation Purposes Pass-Through Projects and Programs for FY 2022-23
2. Measure “C” Extension Local Transportation Pass-Through Revenues Certification and Claim for FY 2022-23 – Street Maintenance

3. Measure “C” Extension Local Transportation Pass-Through Revenues Certification and Claim for FY 2022-23 – ADA Compliance
4. Measure “C” Extension Local Transportation Pass-Through Revenues Certification and Claim for FY 2022-23 – Flexible Funding
5. Resolution No. 22-44

**BEFORE THE
FRESNO COUNTY TRANSPORTATION AUTHORITY BOARD
RESOLUTION NO 2022-06**

In the Matter of:)	
FRESNO COUNTY TRANSPORTATION)	RETAIL TRANSACTIONS AND USE
IMPROVEMENT ACT)	TAX FUNDS FOR EXTENSION
CALIFORNIA PUBLIC UTILITIES)	LOCAL TRANSPORTATION
<u>CODE SECTION 142257</u>)	PURPOSES PASS-THROUGH
)	PROJECTS AND PROGRAMS FOR
)	<u>FY 2022-23</u>

WHEREAS, the Fresno County Transportation Authority is the administrator of the Retail Transactions and Use Tax (1/2 cent) Funds collected pursuant to the Fresno County Transportation Improvement Act as provided by Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Public Utilities Code Sections 142000, et seq.,

WHEREAS, California Public Utilities Code Section 142257 provides that the 2006 Measure C Extension Expenditure Plan, which was approved prior to and provided the basis for the ballot measure considered by the voters at the November 7, 2006, election, shall specify the amount and the formula by which the retail transactions and use tax shall be allocated to each participating jurisdiction for Measure C Extension Program and Project Funds Local Transportation Purposes determined to be priority projects by local governments to which funds are allocated, and

WHEREAS, the 2006 Measure C Extension Expenditure Plan creates a number of transportation programs to be funded by participating jurisdictions with Measure C funds passed through from the Authority to the jurisdiction submitting eligible project claims, and

WHEREAS, these various programs have differing requirements, exemptions, and formulas for calculating pass-through funding levels, and

WHEREAS, the programs and subprograms identified below are eligible for pass-through funding,

Regional Public Transit Program

Public Transit Agencies
Public Transportation Infrastructure Study (PTIS)
ADA/Seniors/Paratransit
Ag-worker/Car/Van Pools

Local Transportation Program

Local Allocation
Pedestrian/Trails
Bicycle Facilities

Regional Transportation Program
Fresno Airports

Administration/Planning Program
Council of Fresno County Governments

and

WHEREAS, the program requirements and exemptions for these programs may change from time to time as local jurisdiction population changes or mandated programs are satisfied, and

WHEREAS, in an effort to fully explain the various program provisions, the Authority, together with the Fresno Council of Governments, created and will update as needed the Measure C Extension Strategic Implementation Plan which among other things discusses each pass-through program in detail and provides the basis for calculating pass-through funding levels for each program in the 2022-23 fiscal year, and

WHEREAS, the Authority procedures for administration of funds for local transportation purposes as identified in the Measure C Extension Administrative Code calls for an annual Resolution of Apportionment to determine the percentage and amount of funds to be available within the forthcoming fiscal year, and

WHEREAS, the attached schedule of apportionment for FY 2022-23 is based upon the Measure C Extension Strategic Implementation Plan.

NOW THEREFORE, BE IT RESOLVED that the Fresno County Transportation Authority hereby approves the attached schedule of apportionment for FY 2022-23 as indicated in the Measure C Extension Strategic Implementation Plan, which schedule is hereby made a part of this resolution, and approves the allocations, to be distributed as they are received and in accordance with claims submitted by eligible claimants.

BE IT FURTHER RESOLVED that the Fresno County Auditor-Controller/Treasurer-Tax Collector cause the revised Resolution of Apportionment to be paid in the manner and time directed by the Executive Director of the Fresno County Transportation Authority.

THE FOREGOING RESOLUTION was passed and adopted by the Fresno County Transportation Authority Board this 8th day of June 2022.


AYES: Mendes, Ashbeck, Beltran, Brandau, Castro, Sihota, Soria

NOES:

ABSTAIN:


ABSENT: Dyer

VACANT:

SIGNED: 
Ernest "Buddy" Mendes, Chairman
Fresno County Transportation Authority

ATTEST:

I hereby certify that the foregoing is a true copy of a resolution of the Fresno County Transportation Authority duly adopted at a regular meeting thereof held on June 8, 2022.

SIGNED: 
Mike Leonardo, Executive Director
Fresno County Transportation Authority

/dd/reso/PassThru-Allocation-2022-06

Table 1
Measure C Sales Tax Revenue
2022/23

Approved by the FCTA Board 06/08/22

Sales Tax Estimate	\$111,132,338
Program Services and Supplies	\$786,704
Net Distributed Sales Tax Estimate	\$110,345,634

Funding Allocation Programs	Percent	Allocation
Regional Public Transit Program		
Public Transit Agencies		
Fresno Area Express (FAX)	13.70%	15,117,352
Clovis Transit	1.97%	2,173,808
Fresno County Rural Transit Agency (FCRTA)	3.99%	4,402,791
Public Transportation Infrastructure Study (PTIS)	0.29%	320,002
ADA / Seniors / Paratransit	0.79%	871,731
Farmworker / Car / Van Pools		
Farmworker Van Pools	0.58%	640,005
Car/Van Pools	0.58%	640,005
New Technology Reserve	2.10%	2,317,258
Local Transportation Program		
Local Allocation	30.60%	33,765,764
Pedestrian/Trails		
Urban (Fresno/Clovis)	2.15%	2,372,431
Rural	0.95%	1,048,284
Bicycle Facilities	0.90%	993,111
Regional Transportation Program		
Urban	14.70%	16,220,808
Rural	14.70%	16,220,808
Airports	1.00%	1,103,456
Alternative Transportation Program		
Grade Separation	6.00%	6,620,738
Environmental Enhancement		
School Bus Replacement	2.30%	2,537,950
Transit Oriented Infrastructure for In-Fill	1.20%	1,324,148
Administration/Planning Program		
Fresno County Transportation Authority (FCTA)	1.00%	1,103,456
Fresno Council of Governments (FCOG)	0.50%	551,728
Total	100.00%	110,345,634

**RESOLUTION OF ALLOCATION 2022-06
LOCAL TRANSPORTATION SUB PROGRAM FY2022-2023 ALLOCATIONS**

**Table 2
FRESNO COUNTY TRANSPORTATION AUTHORITY
MEASURE C FUND APPORTIONMENT
Local Allocation Sub Program
FY2022/23**

6/8/2022 Approved by FCTA Board

	Street Maintenance	ADA Compliance	Flexible Funding	Ped/Trails Urban	Ped/Trails Rural	Bicycle Facilities	Total
Clovis	1,759,765	10.42%	1,698,173	414,117	0	105,577	4,039,223
Coalinga	286,642	1.70%	351,041	0	0	0	647,715
Firebaugh	185,210	1.10%	216,295	0	0	0	407,987
Fowler	152,307	0.90%	177,273	0	0	0	334,910
Fresno	7,515,965	44.52%	7,252,906	1,820,552	0	461,020	17,313,501
Huron	133,507	0.79%	155,353	0	0	0	293,532
Kerman	279,538	1.66%	341,537	0	0	0	630,859
Kingsburg	229,014	1.36%	275,352	0	0	0	512,380
Mendota	213,419	1.26%	259,111	0	0	0	480,000
Orange Cove	179,571	1.06%	214,168	0	0	0	400,023
Parlier	241,864	1.43%	295,440	0	0	0	545,769
Reedley	395,637	2.34%	489,628	0	0	0	899,111
San Joaquin	101,073	0.60%	113,288	0	0	0	217,898
Sanger	416,913	2.47%	402,321	0	91,072	22,656	947,554
Selma	391,992	2.32%	484,292	0	0	0	890,003
County of Fresno	4,400,470	26.06%	4,246,454	137,762	411,785	268,639	9,619,125
TOTAL	16,882,882	590,901	16,972,627	2,372,431	502,857	857,892	38,179,590
							38,179,590

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2022-23**

TO: Fresno County Transportation Authority

FROM: City of Mendota
Local Agency Name

Address: 643 Quince Street, Mendota, CA 93640

Contact: Cristian Gonzalez, City Manager

Telephone: (559) 655-3291 x107 FAX: (559) 655-4064 Email Address: cristian@cityofmendota.com

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- Fresno Area Express
- Clovis Transit
- FCRTA
- PTIS/Transit Consolidation
- ADA/Seniors/Paratransit
- Farmworker Van Pools
- Car/Van Pools
- New Technology Reserve

Local Transportation Program

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

Alternative Transportation Program

- Rail Consolidation Subprogram

Environmental Enhancement Program

- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- Fresno COG

2. The City of Mendota ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2022-2023 setting **1.26%** of \$16,882,882 (or **\$213,419**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____
 Title: _____
 Date: Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2022-23**

TO: Fresno County Transportation Authority

FROM: City of Mendota
Local Agency Name

Address: 643 Quince Street, Mendota, CA 93640

Contact: Cristian Gonzalez, City Manager

Telephone: (559) 655-3291 x107 FAX: (559) 655-4064 Email Address: cristian@cityofmendota.com

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- Farmworker Van Pools
- Car/Van Pools
- New Technology Reserve

Local Transportation Program

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

Alternative Transportation Program

- Rail Consolidation Subprogram

Environmental Enhancement Program

- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- Fresno COG

2. The City of Mendota ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2022-2023 setting 1.26% of \$590,901 (or \$7,470) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
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5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: _____
Title: _____
Date: Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2022-23**

TO: Fresno County Transportation Authority

FROM: City of Mendota
Local Agency Name

Address: 643 Quince Street, Mendota, CA 93640

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Local Transportation Program

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

Alternative Transportation Program

- Rail Consolidation Subprogram

Environmental Enhancement Program

- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill

Administrative/Planning Program

- Fresno COG

2. The City of Mendota ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2022-2023 setting **1.53%** of \$16,972,627 (or **\$295,111**) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan (SIP) – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:

Title: _____

Date: _____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE
MATTER CONCERNING LOCAL
TRANSPORTATION PURPOSE FUNDS
(MEASURE “C” EXTENSION FUNDS)**

RESOLUTION NO. 22-44

WHEREAS, the City of Mendota is an eligible claimant of funds for Measure C Extension Local Transportation Pass-Through Projects and Program Funds pursuant to California Public Utilities Code section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted Resolution No. 2022-06 designating Apportionments for FY 2022-2023 Measure C Extension Local Transportation Pass-Through Projects and Program Funds, and setting the City of Mendota’s percentages at the following:

- 1.26% of \$16,882,882 (or \$213,419) for the Local Transportation Program, Local Allocation – Street Maintenance Category sub-program
- 1.26% of \$590,091 (or \$7,470) for the Local Transportation Program, Local Allocation – ADA Compliance sub-program
- 1.53% of \$16,972,627 (or \$295,111) for the Local Transportation Program, Local Allocation – Flexible Funding Category sub-program

Which shall be the proportionate share of Measure C Extension Local Transportation Pass-Through Projects and Program Funds that the City shall be entitled within the fiscal year; and

WHEREAS, the City of Mendota wishes to claim these available Measure C funds.

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

- 1) The City of Mendota hereby submits its Local Transportation Purposes Certification and Claims for Fiscal Year 2022-2023 Measure C Extension Local Transportation Pass-Through Projects and Program Funds.
- 2) The City of Mendota hereby requests the release of funds to the City on a monthly payment basis consistent with the adopted percentages listed above, based on actual receipts.
- 3) The City Council of the City of Mendota further certifies:

- a) That Local Transportation Purpose Funds will not be used to substitute for property tax funds which the City of Mendota had previously used for local transportation purposes; and
 - b) That the City of Mendota has and will segregate property tax revenues used to support local transportation purposes so that verification of non-substitution can be proved through audit; and
 - c) That the City of Mendota shall separately account for Local Transportation Purposes Funds received, pursuant to Public Utilities Code section 142257. The City of Mendota shall maintain records in accordance with generally accepted accounting principles, shall separately record expenditures for each type of eligible purpose, shall file a separate claim form for each sub-program allocation, and the City shall make such records available to the Authority for inspection or audit at any time; and
 - d) The City of Mendota shall complete the reporting requirements no later than November 15, 2022, when claim forms are submitted.
- 4) The City of Mendota understands that should a financial or compliance audit reveal that the City of Mendota violated any of the requirements set forth in paragraph 3 (a) (b) or (c), that the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
- 5) The City Council of the City of Mendota hereby authorizes the City Manager and Finance Director to submit and execute any and all related documents necessary to claim the Measure C funds available to the City.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 26th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JERONIMO ANGEL, CHIEF PLANT OPERATOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: WASTE TREATMENT FACILITY BACK UP GENERATOR PURCHASE
DATE: JULY 26, 2022

ISSUE

Shall the City Council adopt Resolution No. 22-45, approving the quotation provided by Lighthouse Electrical, Inc. for a new 400-kilowatt diesel standby generator for the water treatment facility and authorizing its purchase and installation?

BACKGROUND

At the City's water treatment plant there is currently a 200-kilowatt backup generator that has lived out its cycle of use and it is undersized for the current water treatment operation. The existing generator is more than 20 years old, and it is a 200-kilowatt rated generator. Throughout the years the City has expanded the water treatment operation and in order to continue to grow a larger capacity backup generator of 400 kilowatts is needed. A backup generator is designed to activate when there is a power outage to ensure that high quality water remains available both for residents and for firefighting needs. The council approved funds in the current budget to replace the generator, and staff in presenting the estimates received for council consideration.

ANALYSIS

Staff reached out to several vendors but only received two estimates. Both estimates address our needs and are as follows:

Two quotes were received.

- | | |
|----------------------------|--------------|
| 1. Lighthouse Electric | \$242,200.00 |
| 2. Global Power Supply LLC | \$257,369.87 |

The quote provided by Lighthouse Electric is the apparent lowest, responsible bidder.

FISCAL IMPACT

A total of \$242,200.00 from the Water account will be expended for the project. These funds were approved in the 2022-2023 fiscal year budget.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 22-45, approving the quotation provided by Lighthouse Electrical, Inc. for a new 400-kilowatt diesel standby generator for the water treatment facility and authorizing its purchase and installation.

Attachment(s):

1. Quotes from both companies
2. Resolution No. 22-45



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

Scope #L7808A
6/23/2022

City of Mendota
643 Quince Street
Mendota, CA 93640
ATTN: Jerry Angel

At this time, Lighthouse Electrical Inc (LEI) is pleased to submit for your review and approval its scope to provide electrical installation services for (1) New Standby Generator.

I. Referenced Information

- A. Site meeting on 06/13/2022.

II. Scope of Proposal

- A. Demo (1) existing 200kW standby generator.
- B. Remove (1) existing 400A circuit breaker.
- C. Furnish and install (1) 600A circuit breaker.
- D. Furnish and install conductors for (1) 600A circuit.
 - Existing conduit will be utilized.
- E. Furnish and install (1) 400kW diesel standby generator.

III. Assumptions & Qualifications

- A. LEI standard insurance will apply; the cost for additional insurance requirements will be in addition to this quote.
- B. This project quote is based on a regular-schedule prevailing-wage labor charge and does not include overtime.
- C. LEI will be provided with schedules of any onsite work being performed by others to ensure adequate time to schedule its crew and work.
- D. Existing ATS will be utilized.
- E. Any changes to the reference information after the acceptance of this quote will be considered a change order.
- F. Necessary welding on equipment or structures will be the responsibility of others.
- G. Modifications to any underground utilities or obstructions will be the responsibility of others.
- H. LEI will provide manufacturer drawings and datasheets for submittals. Any modifications to standard documentation or manufacturing will result in additional costs.
- I. Onsite startup provided by generator manufacturer.
- J. Voltage verification will be completed for all LEI-provided connections.
- K. If overtime is required due to customers or other trades' delays, the customer will be responsible for the overtime charges.

IV. Job Specifications

- A. Material specifications are as follows:
 - 1. N/A

V. Not Provided

- A. Any additional services or materials.
- B. Any standby time due to equipment malfunction, project scheduling, equipment, or materials provided by others, etc., will be in addition to this quotation.
- C. Mounting, installation, or commissioning of any sensors or instruments unless otherwise noted above. LEI's responsibility is limited to single point termination and electrical validation for these devices.
- D. Mechanical installations.
- E. Temporary Power.
- F. Any work which is not normally provided by a C-10 License holder.
- G. Trenching, excavation, all backfill, and/or compaction testing.
- H. All Concrete, housekeeping pads, light pole bases, duct bank, rebar, or any flatwork.
- I. Connection to any other equipment or networks.
- J. The cost associated with expediting material deliveries.
- K. Bonding, Permits, and Fees.
- L. Air pollution permits.
- M. Drawings for installations beyond manufacturer-provided or unless mentioned explicitly in this scope.
- N. Hard Copies of submittals and O&M manuals. Only digital copies will be provided.
- O. Seismic or architectural calculations or drawings.
- P. Professional Stamped Engineering requested for permits.
- Q. Requested overtime.

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

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

Regards,



Stephen Redman



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

FIXED PRICE QUOTATION

FIXED PRICE QUOTATION # L7808A
 6/23/2022


Bill:	City of Mendota 643 Quince Street Mendota, CA 93640 ATTN: Jerry Angel	Ship:	City of Mendota 643 Quince Street Mendota, CA 93640 ATTN: Jerry Angel
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Qty	Description	Unit Cost	Amount
1	Provide materials in accordance with Lighthouse Electrical Scope L7808A.		\$201,200
1	Provide services in accordance with Lighthouse Electrical Scope L7808A.		\$41,000
Payment Terms: 35% at acceptance (Net 30) 35% at mobilization (Net 30) 30% at completion of scope items (Net 30)			Lump-sum Total \$242,200

Conditions:

- This is a lump-sum fixed price quotation that includes any applicable sales tax.
- This quote is based on the current costs of equipment and materials. After acceptance of this quote, any cost increase due to excessive inflation rates, taxes/tariffs, and/or increased costs for shipping would be the responsibility of the customer.
- Submittals will be given to the customer 4-6 weeks after receipt of the order and approval of credit terms. The items will be ready for pickup or shipment 40+ weeks from the approval of submittal drawings. Due to current supply shortages, this is only an estimate and can be impacted by backlogs and product availability.
- Any standby time due to equipment malfunction, project scheduling, equipment, or materials provided by others, etc., will be in addition to this quotation.
- All work will be performed M-F, 7 am – 3:30 pm.
- Any buyer requested overtime will be an additional cost.
- The existing system is expected to be correct and operable. Troubleshooting of the existing system will be in addition to this proposal.
- Any additional hardware or services will be in addition to this proposal. This includes but is not limited to control or communication to any other devices not listed here.
- If a formal contract is required, its conditions must not deviate from this proposal without LEI's written permission.

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

Buyer: City of Mendota 643 Quince Street Mendota, CA 93640 ATTN: Jerry Angel	By: _____ Date: _____ PO#: _____	Seller: Lighthouse Electrical Inc. 3585 E. Date Ave. Fresno, CA 93725	 By: _____ Date: 6/23/2022
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Standard Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Offer to Sell

Global Power Supply, LLC
 136 W. Canon Perdido St. Suite 200
 Santa Barbara CA 93101
 United States
 (805) 683-3828

Sell To	Ship To	Seller
Jerry Angel City of Mendota Mendota CA 93640 phone: (559) 930-9160 fax: email:	Jerry Angel City of Mendota Mendota CA 93640 phone: (559) 930-9160 fax: email:	Mark Paisley phone: (805) 724-0682 fax: (805) 683-3823 email: mark.paisley@globalpwr.com

Offer Number	Offer Date	FOB	Terms
GPSQ1124541	6/7/2022	Origin	Dep 50% / 50% prior to shipment

Line	Qty	Description	Unit Price	Ext. Price
1	1	ANA 320kW SDG400 New Airman SDG400S-8E1 Mobile diesel generator 320kW Prime rated Multi voltage 1 & 3 Phase 60 Hz Battery charger Block heater External fuel tank valve Sound attenuated enclosure Isuzu 6WG1X engine 491 Gallon fuel tank Trailer Tier 4F Lead time: In production. Estimated lead time to follow. Sellers sole & exclusive warranty: Mfg pass through. Warranty statement to follow.	231,331.00	231,331.00
2	1	New ASCO ATS Series 300 400 Amp 480V 4 Pole NEMA 1 Open transition Accessory code: 11BE: Adds the following features to the Group G controller: (1) Serial RS-485 Modbus Communications (2) Multi-Schedule Engine Exerciser (3) a 300 Entry Event Log and (4) a common alarm output function. When applied on 3-phase systems it also enables: (1) 3-Phase Emergency Source VLL sensing (2) Phase Rotation Monitoring (3) Emergency Source VLL Unbalance Monitoring. Lead time: 20 Weeks (after final approval and release to Manufacturer) Seller sole & exclusive warranty: Mfg pass through. Warranty statement to follow.	4,705.00	4,705.00
3	1	Freight estimate for generator	2,055.00	2,055.00
4	1	Freight estimate for ATS	455.00	455.00

SCHEDULED DELIVERY DATE: Any delay in scheduled delivery date caused by or requested by Buyer shall not change the due date of any payments to Seller. All payments due prior to delivery shall be made prior to scheduled delivery date. In the event Buyer requests or causes a delay in delivery, "net" terms shall commence on the scheduled delivery date. Buyer shall pay all costs associated with the delayed delivery, including but not limited to storage, handling and transportation of the equipment, applicable federal, state, and local taxes and any other costs incurred by Seller in making further attempts to deliver the equipment. Storage charges:

SubTotal	\$238,546.00
Tax	\$18,823.87
Grand Total	\$257,369.87
All funds are to be paid in US Dollars	

Up to 500 kW - \$500/month
 501-1000 kW - \$750/month
 1001-1999 kW - \$1000/month
 2000 kW and above - \$1500/month
 All UPS's, ATS's and other miscellaneous equipment - \$250/month
 Buyer shall be invoiced on the first day of each month following the scheduled delivery date.

Offer valid for 15 days. Offer subject to the availability of equipment. Equipment subject to prior sale. See attached for additional terms and conditions.

If GPS is responsible for shipping, it is at the discretion of GPS to choose the freight carrier. Buyer shall be responsible for all charges payable on account of Buyer's shipment. GPS is not liable for any loss or damage or for the acts or omissions on the part of the carrier.

Generator Derates: Unless otherwise stated, Offer to Sell does not include engine/generator derates due to elevation, temperature, fuel or any other non-standard environmental or site conditions. Please consult manufacturer's data sheets for information on derates.

Notes: GPS is relying solely on the information and specifications for the equipment provided by the Customer. Customer acknowledges that the Equipment is of the size, design, capacity and manufacture selected by the Customer and Customer has relied solely on its own judgment in selecting, renting or purchasing the Equipment. GPS does not represent or warrant that the Equipment is suitable for any particular purpose or requirement.

Equipment availability is subject to prior sale.

- A) Quoted prices include estimated governmental taxes. If applicable, additional taxes will be added to the invoice or will be invoiced separately.
- B) This Offer to Sell is based on the above bill of materials only.
- C) Offloading equipment is the responsibility of Buyer.
- D) Genset Installation is not included.
- E) Start up is not included.
- F) Batteries are not included unless specified in the description above.
- G) Freight estimate is included. Actual charges billed back in separate invoice.

Please indicate acceptance of this Offer to Sell and the attached Terms and Conditions by signing on the signature line below and returning a copy to the Seller via mail; such as UPS, facsimile or email is acceptable.

Accepted by (Buyer)

OFFER TO SELL TERMS AND CONDITIONS

1. The terms and conditions stated herein, together with such terms as are set forth in the attached OFFER TO SELL (collectively, the "Offer") with such specifications or other documents as are incorporated by reference, as amended in any subsequent authorized writing from Seller, shall constitute the entire agreement between Global Power Supply LLC ("Seller") and Buyer. Any terms contained in Buyer's purchase order received from Buyer that are in addition to or different from the terms and conditions contained herein are expressly objected to and shall be deemed rejected by Seller, unless expressly accepted in writing by Seller. Except as expressly and specifically permitted herein, in the event that any conflict exists between the provisions of this Offer and terms and conditions set forth in any purchase order, invoice or other type of instrument pertaining to the subject matter thereof, the provisions of this Offer shall govern and control notwithstanding any provision to the contrary that may be contained in any such other instrument. All additional or differing terms from this offer contained in any acceptance or purchase order shall be deemed material alterations and notice of objection to them is hereby given. Acceptance of this Offer must be in writing (including email) by an authorized representative of the Buyer.
2. Unless otherwise specified on the face of the attached OFFER TO SELL, all equipment shall be provided "as is" and "where is" with no warranty of any kind whatsoever (except as to title). It is the responsibility of Buyer to arrange for all aspects of transportation and delivery, including preparation for transportation, associated with the equipment that is the subject matter hereof, all at Buyer's cost and expense.
3. Title and risk of loss shall pass to Buyer at the time Seller gives written notice to Buyer of Buyer's right to possession of the equipment or when the equipment is delivered to Buyer or when Buyer enters on the premises where the equipment is located for the purpose of commencing preparation for transportation.
4. Seller warrants that Buyer shall receive good title to the equipment. It is expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability. Seller makes no other warranties, express or implied with regard to the equipment hereunder. The equipment is purchased by Buyer "as is" and Seller makes no warranty of merchant-ability or fitness for a particular purpose. Any affirmation of fact or promises made by Seller shall not be deemed to create an express warranty that the equipment shall conform to such affirmation or promise. Buyer acknowledges that it alone has determined that the equipment purchased hereunder will suitably meet the requirements of their intended use. Unless an additional warranty is specified by Seller on the face of the attached OFFER TO SELL, this is the sole and exclusive warranty provided by Seller to Buyer. If an additional warranty is so specified, then that warranty is exclusive (except as to title) and in lieu of all other warranties of quality including any warranty of merchantability or fitness for a particular purpose.
5. This Offer (together with all attachments and documents incorporated or referenced herein), shall constitute the complete and exclusive statement of the terms and conditions of the Offer between the parties with respect to the equipment specified herein, and may hereafter be modified, amended or changed only by a written instrument executed by the duly authorized representatives of both parties. No course of prior or concurrent dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term or any part of any term leading to this Offer or be binding or of any force or effect. Seller's failure to strictly enforce any term or condition of this Offer or to exercise any right arising hereunder shall not constitute a waiver of Seller's right to strictly enforce such terms or conditions or exercise such right thereafter. All rights and remedies under this Offer are cumulative and are in addition to any other rights and remedies Seller may have at law or in equity.
6. This Offer shall be governed by the laws of the State of California, without regard to conflict of law principles. Sole and exclusive venue for any disputes arising out of or related to this Agreement shall be the Superior Court of Santa Barbara California. Buyer and Seller each knowingly, waives any right to trial by jury and agrees that any dispute arising out of this Offer shall be decided by court trial without a jury.
7. Under no circumstances, and in no event, shall Seller be liable in contract or in tort or under any other legal theory for special, punitive, indirect, incidental or consequential losses, or damages of any kind arising in connection with or from any contract resulting from this Offer by Seller or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer. Buyer hereby acknowledges and agrees that under no circumstances, and in no event, as a result of breach of contract or in tort or any action or inaction by Seller in relation to the transaction that is the subject matter of this Offer, shall Seller's liability to Buyer exceed a sum equal to the lower of (1) the difference between the purchase price herein and the market value of the equipment; or (2) the cost of replacement or repair of the equipment; or (3) the purchase price of the equipment as set forth on the attached OFFER TO SELL.
8. Unless specified otherwise, on the face of the attached OFFER TO SELL, the terms of payment for the equipment hereunder are net thirty (30) days from date of invoice. Buyer shall be responsible for and agrees to pay for all sales, use, occupation, excise, or other taxes arising out of the sale of the equipment to Buyer in addition to the prices quoted or invoiced. Seller is not responsible for obtaining any permits or licenses relating to the equipment and Seller makes no representation that the equipment will conform to any environmental, noise, or other regulations or laws of any kind whatsoever.
9. Buyer shall, at its own expense, defend, indemnify and hold harmless Seller and its officers, directors, agents, representatives and employees, from any and all claims, liabilities, fines, damages, losses and expenses (including attorneys' fees) of any kind whatsoever, arising out of or resulting in any way, directly or indirectly, from Buyer's preparation for transport of the equipment, transport of the equipment, installation of the equipment, use of the equipment, or any claim for the violation of any applicable local, state or federal law, order or regulation in connection with the equipment purchased hereunder, or from any act or omission of Buyer, its agents, employees or subcontractors, or any other action by Buyer in relation to the equipment. This indemnity shall apply without regard to whether the claim is based on breach of contract, breach of warranty, negligence, strict liability or other tort. Seller may have to enforce the agreement Buyer made with Seller notwithstanding the Attorneys Fees paragraph that follows, which applies to other claims arising out of the agreement of the parties. This indemnity shall survive delivery and acceptance of the equipment.
10. Attorneys' Fees (California Civil Code section 1717). Should any legal or equitable proceeding be commenced under, concerning or in relation to this Offer, including without limitation to enforce or interpret any provision in this Offer, the prevailing party in such proceeding shall be entitled to recover from the losing party all fees, court costs and expenses of enforcing any right of such prevailing party under or with respect to this Offer, including without limitation, such reasonable fees and expenses of attorneys and accountants, expert witness fees, litigation related expenses, and other costs incurred in such proceeding, which shall include, without limitation, all fees, costs and expenses of any post judgment proceedings to collect or enforce any judgment.
11. Warranty Definitions. For all purposes of this Offer, the following definitions shall apply to the warranty terms set forth on the face page of the attached OFFER TO SELL. This paragraph provides definitions only and does not indicate the existence of any warranty.
 - a. Commencement of warranty period. The warranty period shall commence at the time title and risk of loss pass to Buyer pursuant to paragraph 3 hereof.

- b. Repair or replacement. This means that Buyer's sole and exclusive remedy shall be limited to the repair or replacement, at Seller's option, of any defective part. Replacement is defined as the physical replacement of the part or, at Seller's option, the whole or, at Seller's option, the payment to Buyer of a sum equal to the purchase price of the equipment as specified on the face of the attached OFFER TO SELL and Buyer shall return defective part or equipment back to Seller. All repair work shall be performed at a facility designated by Seller. Transportation costs to and from the repair facility shall be paid by Buyer. If this warranty is applicable, Buyer agrees that the remedy of repair or replacement is the sole and exclusive remedy of Buyer.
- c. Manufacturer or other vendor pass through. This means that Seller will pass through to Buyer any warranty provided for the equipment by the manufacturer or vendor. Seller will assist Buyer in obtaining information and documentation with respect to said warranty. Buyer agrees that if this warranty is applicable, the sole and exclusive remedy of Buyer is that Buyer will look exclusively to the manufacturer or other vendor for any and all warranty claims.
- d. Working condition on transfer of possession. This means that at the time Buyer first installs or tests the equipment and for 24 hours thereafter, it will perform its ordinary functions, taking into consideration the age of the equipment. In no event shall the time of installation or test be later than 30 days after the passing of title provided for in paragraph 3 hereof. If this warranty is applicable, Buyer agrees that Buyer's sole and exclusive remedy is the return of the equipment for a full refund of the purchase price.
- e. No warranty obligations (except as to title) shall apply to any equipment (1) repaired, modified, or altered without prior approval of Seller; or (2) subject to misuse, abuse, accident, or inadequate maintenance; or (3) based on reasonable wear and tear.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE QUOTATION PROVIDED BY LIGHTHOUSE
ELECTRICAL, INC. FOR A NEW 400-KILOWATT
DIESEL STANDBY GENERATOR FOR THE
WATER TREATMENT FACILITY AND AUTHORIZING
ITS PURCHASE AND INSTALLATION**

RESOLUTION NO. 22-45

WHEREAS, the City of Mendota (“City”) Water Treatment Plant houses a standby generator that is designed to activate when there is a power outage to ensure that high quality water remains available for City residents and for firefighting needs; and

WHEREAS, the condition and size of the existing standby generator is no longer adequate for the current and future needs of the City; and

WHEREAS, staff requested proposals from several suppliers, but only received two responses, with Lighthouse Electrical, Inc. being the lowest responsible bidder; and

WHEREAS, the City Council allocated and approved funds for the project in the Fiscal Year 2022-2023 budget.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota that the City Council approves the quotation provided by Lighthouse Electrical, Inc. for a new 400-kilowatt diesel standby generator for the water treatment facility and authorizes its purchase and installation.

BE IT FURTHER RESOLVED that the City Manager is authorized to execute such additional documents as may be necessary to effect the work required for the purchase and installation of the new 400-kilowatt diesel standby generator.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 26th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA SUPPORTING
THE MEASURE C RENEWAL EXPENDITURE
PLAN**

RESOLUTION NO. 22-47

WHEREAS, since 1986, Measure C has provided funds to improve transportation throughout Fresno County, including the City of Mendota (“City”); and

WHEREAS, in the 20 years since it was approved by the voters in 2006, Measure C has or will have provided over \$600 million in Local Control funding that the cities in Fresno County, and Fresno County itself, have used to improve streets, sidewalks, and other transportation facilities and services; and

WHEREAS, Measure C has improved state highways throughout Fresno County, including those used extensively by Mendota residents; and

WHEREAS, Measure C provides or will provide nearly \$300 million for public transit throughout Fresno County including urban services within the Fresno Clovis metro area, and rural services in the smaller communities and unincorporated areas; and

WHEREAS, currently available funding has not been sufficient to address all critical transportation issues in the City; and

WHEREAS, two committees with broad representation across Fresno County developed a proposed plan to extend Measure C another 30 years; and

WHEREAS; on July 7, 2022, the Fresno Council of Governments (“COG”) approved this proposed Expenditure Plan; and

WHEREAS, on July 20, 2022, the Fresno County Transportation Authority (“FCTA”) adopted the Expenditure Plan approved by COG; and

WHEREAS, this Measure C Renewal Expenditure Plan, upon approval of the ballot measure by voters, is projected to provide nearly \$5 billion over 30 years to the 15 Fresno County cities and Fresno County, itself, for local transportation improvements, as determined by each City Council or the Board of Supervisors; and

WHEREAS, the Expenditure Plan is projected to provide over \$3.5 billion to fix local roads and repair sidewalks, \$812 million for urban and rural public transit, \$76 million for safe bikes and pedestrians, \$998 million for major roads and highways safety improvements and congestion relief, \$144 million for environmental sustainability

projects, and over \$1.2 billion in Local Control funding for addition street repairs, enhanced transit, additional bike lanes and sidewalks, and many other transportation projects and services; and

WHEREAS, under this Expenditure Plan, the City would receive \$53,838,196.00 in direct local transportation funding.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota recognizes the benefits Measure C has brought to Mendota and supports renewing Measure C for an additional 30 years in order to continue to improve transportation facilities and services in the City of Mendota, and in Fresno County as a whole; and

IT IS FURTHER RESOLVED that, by adoption of this Resolution, the City of Mendota approves the Expenditure Plan previously approved and adopted by COG and FCTA, as 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 26th day of July, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

2022

Measure C Renewal Expenditure Plan

FINAL

JULY 20, 2022



PREPARED BY

*Fresno Council
of Governments*
2035 Tulare Street, Suite 201
Fresno, CA 93721

*Fresno County
Transportation Authority*
2220 Tulare Street, Suite 2101
Fresno, CA 93721

IN ASSOCIATION WITH

VRPA Technologies, Inc.
TBWBH Props & Measures
Jeffrey Scott Agency

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INTRODUCTION

The Fresno County Measure C Renewal Expenditure Plan was prepared to:

Guide the expenditure of slightly more than \$6.84 billion in transportation funds generated through continuation of Fresno County's half-cent transportation sales tax over the next 30 years, if approved by voters in the November 2022 election.

Fresno County's current Measure C Program, voter approved in 2006, expires in June 2027. This Renewal Expenditure Plan, developed by an Executive Committee and a Technical Working Group (TWG) consisting of approximate 80 individuals representing diverse community interests (as identified in Table 1 of this Plan), and local, state and regional agencies, will address major local and regional transportation needs in Fresno County through the Year 2057.

Through a series of public meetings, two public opinion polls, and thousands of online and in-person surveys, the Executive Committee and TWG thoroughly considered needs identified by community residents during development of the Plan. To ensure the Plan addressed transportation needs of all county residents, the Committees completed the following tasks:

- Reviewed Measure programs recently passed in other counties (best practices review).
- Listened to presentations by air quality and transportation advocates and agencies.
- Considered recommendations of transportation professionals.
- Heard innovative ideas related to new technologies in transportation.
- Developed Expenditure Plan Goals and Objectives.
- Considered public input.
- Reviewed and considered the entire County's transportation needs by category.

OVERVIEW

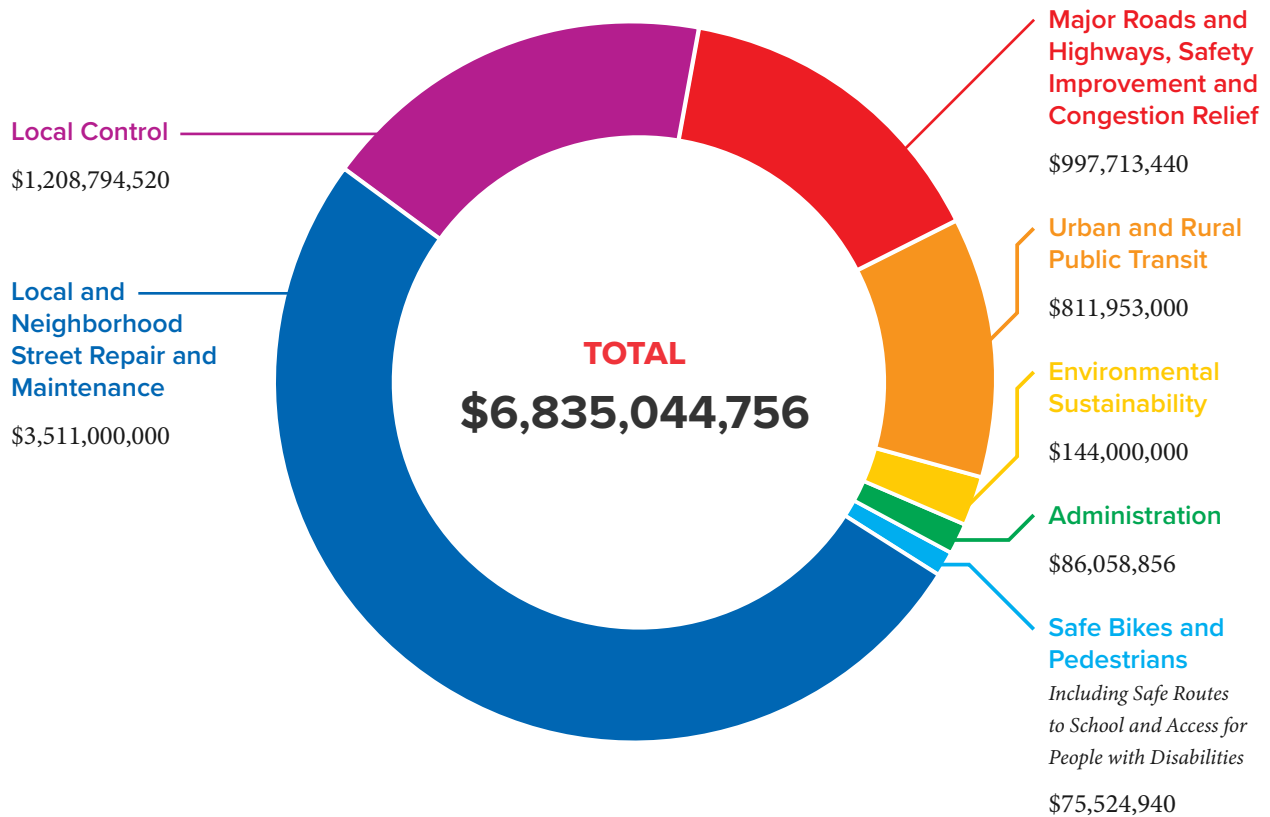
The Measure C Renewal Program

Figure 1 provides an overview of the proposed Measure C Renewal Expenditure Plan funding allocations approved by the Executive Committee and the TWG. Referencing Figure 1, the allocations consider a “multimodal” transportation program with:

- 51.37% of expected Measure funds directed to “Fix-It-First” **Local and Neighborhood Street Repair and Maintenance** activities and programs.
- Eighteen percent (17.64%) of the funds directed to the **Local Control** program. The 16 local agencies (cities and the County) in Fresno County will allocate these funds to their highest priority unique transportation needs including additional local street and highway maintenance and other street and road improvements, pedestrian, trail, and bicycle facilities improvements, safe routes to school improvements, enhanced public transit services, and other transportation services and programs.
- Twelve percent (11.88%) of the Measure funding allocated directly to **Urban and Rural Public Transit** systems and services throughout the County including Fresno Area Express (FAX), Clovis Transit, and the Fresno County Rural Transit Agency (FCRTA).
- One percent (1.22%) of the Measure will be allocated to the **Safe Bikes and Pedestrians** program (including Safe Routes to School & Access for People with Disabilities) to address improvements and safety enhancements for bicyclists and pedestrians, including students, seniors and people with disabilities, as well as other related improvements.

FIGURE 1

Measure C Funding Allocations by Program



- Fifteen percent (14.60%) of the Measure will be directed toward **Major Roads and Highways, Safety Improvement and Congestion Relief** projects in the Urban (Clovis and Fresno Spheres of Influence) and Rural (remaining County and rural cities) areas. Such projects will be located along the State Highway System and along regional corridors to enhance connections within the urban area and between the cities and rural communities throughout the County.
- Two percent (2.00%) of the funds are available for projects that enhance **Environmental Sustainability** including clean transportation projects and programs, transit-oriented development projects, and other projects that will improve air quality, address climate change and improve health.
- Finally, one and one quarter percent (1.25%) of the Measure will address program **Administration** and planning activities of the Fresno County Transportation Authority (Authority) and the Fresno Council of Governments (Fresno COG) over the 30-year period.

PUBLIC ENGAGEMENT

Public engagement activities for the Measure C Renewal Expenditure Plan began with the formation of the Executive Committee and TWG in February of 2021. Over 80 local leaders volunteered to participate as representatives of diverse sectors of Fresno County from both urban and rural communities. These leaders brought unique perspectives from various sectors of our community including healthcare, education, local government, emergency services, transportation planning and facilities experts, environmental organizations, public works, law enforcement, fire and paramedic, agriculture, community based organizations, and more. Over the 16-month Measure C Renewal Process period, a total of 37 meetings were held between these two committees with the focus on identifying and evaluating transportation needs throughout Fresno County.

In addition to these two committees, community engagement remained a key focus to gain clarity and common ground. To that end, 10,000 Fresno County residents participated in community polling and outreach via the following methods:

- Public Polling Inquiries
- In-Person • Events
 Workshops
- Community Group • Virtual meetings
 Meetings via Zoom
- Door-to-Door • Online Public
 Survey

In total, fourteen (14) community meetings were held in both rural and urban settings. Additionally, with COVID concerns still prevalent, an Online Public survey was utilized that garnered 2,804 total survey respondents, as well as 2,000 additional comments.

The online survey also focused on rural and unincorporated areas by employing a door-to-door campaign. That effort produced 1,070 mostly Spanish respondents in the following communities: Cantua Creek, Lenare, Tranquility, Orange Cove, Parlier, Kerman, Mendota, Caruthers, Coalinga, Del Rey, Five Points, Huron, Sanger, Kingsburg, and San Joaquin.

Members of the Executive Committee and the TWG are listed on the Measure C Renewal webpage at this link:

[www.measurec.com/
measure-c-committees](http://www.measurec.com/measure-c-committees)

Two-thirds (67%) voter approval will be necessary to pass Measure C in November 2022. In order to ensure that Executive Committee and TWG members were on target with this Expenditure Plan, over 3,000 voters and community residents were surveyed early in the Plan development process to determine support for an extension of the Measure, and to identify the public's highest transportation priorities. An additional 3,000 voters were again surveyed in the spring of 2022 to confirm support for proposed expenditures.

Both polling efforts expressed widespread support for continuation of Measure C and identified residents' highest transportation priorities. The Measure C Renewal Plan effort was guided by development of the Fresno COG 2022 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The RTP/SCS is intended to guide transportation and land use decisions that will improve our quality of life, air quality, mobility and make communities more cohesive. The RTP/SCS is updated every four years and has a robust outreach and stakeholder involvement process including numerous committee meetings, public workshops and hearings, public surveys and polling, and other engagement opportunities. The RTP/SCS integrates all modes of transportation along with land use, housing, environmental issues, reduction of vehicle miles travelled, and other related issues. The RTP/SCS is one of the critical building blocks that has helped guide development of the 2022 Measure C Renewal effort and identify needs and funding requirements.

GOALS AND GUIDING PRINCIPLES

Considering the public engagement activities conducted over the past 16 months, the Executive Committee and TWG adopted the following set of goals and objectives to help guide development of this Expenditure Plan:

Goal #1

Equitable mobility and accessibility for all within and across the network of streets, highways, transit, bicycle and pedestrian routes and facilities.

OBJECTIVES

- Encourage equitable participation by communities in the Measure C planning and implementation process.
- Support the equitable distribution of benefits and burdens of transportation projects.
- Support the improvement and expansion of accessible transportation options to serve the needs of residents, especially those who have historically faced disproportionate transportation burdens, including seniors and people with disabilities.

Goal #2

Vibrant communities that are accessible by sustainable transportation options.

OBJECTIVES

- Encourage alternatives to single occupancy vehicles that reduce vehicle miles travelled (VMT) and greenhouse gas emissions.
- Support investment in and promotion of active transportation and transit to improve public health and mobility, especially in historically underinvested areas.
- Support transportation projects that support transit-oriented development.

- Support efforts to improve air quality and minimize pollutants from transportation.

Goal #3

A safe, dependable, well-maintained, efficient, cost effective, and climate-resilient multimodal transportation network.

OBJECTIVES

- Encourage on-going maintenance and repair of the existing infrastructure.
- Support investment in multimodal safety measures to reduce traffic fatalities and injuries throughout the region.
- Support improvements in travel connections to create an integrated, accessible, and seamless transportation network.
- Avoid congestion through smart management of existing transportation facilities.
- Add capacity only after other options have been considered and determined to be infeasible, impractical or ineffective.
- Maximize the cost-effectiveness of transportation improvements.
- Maximize available funding and support new investments that are targeted, effective, and financially sound.
- Encourage investments that increase the system's resilience to extreme weather events, natural disasters, subsidence, and pandemics.

- Support the preservation and maintenance of existing multimodal transportation assets in a state of good repair.
- Utilize Measure funding to leverage other local, state, and federal funds, including competitive grant programs.
- Ensure that growth does not adversely impact existing facilities.

Goal #4

A transportation network that supports a sustainable and vibrant economy.

OBJECTIVES

- Support local and regional economic development by leveraging planning and transportation funds that foster public and private investment.
- Provide transportation mobility options necessary to conduct essential daily activities and support economic growth and prosperity.
- Support modern regional aviation.
- Embrace cutting edge and fiscally responsible transportation and new technologies that serve to interconnect systems and that make travel more efficient and cost effective.
- Support efficient, dependable, resilient, and sustainable goods movement.

Goal #5

A region embracing clean transportation, technology, and innovation.

OBJECTIVES

- Support innovative mobility solutions that are accessible, affordable, reduce greenhouse gas emissions, and improve air quality.
- Utilize current and emerging technologies to better manage transportation systems and services.
- Improve predictability and reliability of transportation facilities and services.
- Embrace new and emerging intelligent transportation system (ITS) projects and programs.

Goal #6

A high level of transparency, performance review, and accountability.

OBJECTIVES

- Provide for continuous collection of transportation and other related data from available sources.
- Incorporate transportation performance measures, whenever possible.
- Encourage innovation with a goal of providing cost effective transportation solutions.

Guided by the Executive Committee and TWG, staff further distilled these goals and objectives into five guiding principles that were then used to guide the development of the Allocation Plan:

Stewardship

- Fix it First.
- County-wide Pavement Management Plan.
- Oversight and Performance Measures, and Equity—“No Neighborhood Left Behind.”

Equity

- Investment in active transportation and public transit to improve health and mobility throughout the County including historically underinvested areas.
- Improve air quality throughout the County, especially in historically disadvantaged areas.
- Ensure all areas of the County have their road repair needs addressed with emphasis on areas not previously addressed—“No Neighborhood Left Behind.”
- Provide local jobs and access to training opportunities.
- Supplemental road repair funds for very low-income areas.
- Expand new and innovative public transit services and solutions.

Sustainability and Resources Conservation

- Maintaining and operating transportation facilities are much less resource intensive than rebuilding.

- Focus on maximizing the safety and efficiency of the transportation systems, not on system expansion.
- Roads, highways, and their adjacent sidewalks are necessary for every type of transportation—cars, trucks, buses, bicycles, and pedestrians.
- Electric vehicles will still rely on roads and highways.
- Provide for Complete Streets and roads that accommodate vehicles, bikes, public transit and pedestrians.

Air Quality and Climate Resiliency

- All projects require environmental review and must address air quality and greenhouse gas emission reductions.
- Well-maintained pavements reduce particulate matter PM10 and PM2.5, which are the primary pollutants referenced in the most recent air quality study.
- Congestion reduction and avoidance through better operations reduces tailpipe emissions of pollutants, diesel exhaust particulate matter and greenhouse gas emissions.
- Reduce vehicle miles travelled (VMT) through Public Transit, Active Transportation, and road and highway projects.
- Harden transportation facilities to increase systems' resiliency to extreme weather events.
- Expand new and innovative public transit services and solutions.

Flexibility

- Expanded Local Needs program allows real time and long-term flexibility—allows agencies to best address their current transportation needs and changing future needs, not a one-size-fits-all approach.
- Allows each agency to tailor the program to their specific needs.
- Allows agencies to maximize the use of matching fund programs.
- The amendment process contained within the current measure and to be continued in this measure allows adaptability.
- 15-year publicly driven process to evaluate the success or shortcomings of the Measure Renewal with a process to change or adapt, as necessary.
- In depth review of performance measures every 5 years by agency staff and the Citizen Oversight Committee (COC) with the ability to amend the Measure C Renewal Expenditure Plan if key indicators are not met.

Meeting the needs of Fresno County residents requires leveraging State and federal investments with local resources. Even with a new Measure C here will not be enough funding available to address almost \$16 billion in transportation needs. The Measure C Extension will generate more than \$6.84 billion over the next 30 years, far short of the overall need, therefore, leveraging additional federal and State funding, beyond what the region expects, is critical.

SUCCESS OF THE CURRENT MEASURE C PROGRAM

Many changes to the existing transportation system have occurred since voters first approved Measure C in 1986 and again in 2006. The current Measure C Program has provided funding to a variety of transportation projects and services including bike, pedestrian and trail projects, public transit improvements, and other transportation programs and services. New and improved regional and local streets and highways are also reflected in the current Measure C and have been or will be constructed by 2027 improving travel flow, increasing safety, and reducing severe congestion. These improvements include:

- State Route (SR) 41: Auxiliary Lane—Tulare to “O” Street
- SR 99: North to Cedar Avenues
- SR 99: Monterey Bridge
- SR 180 East: Clovis to Temperance Avenues
- SR 180: Brawley to Hughes/West Avenues
- SR180, SR 41, and SR 168 Braided Ramps
- Willow Avenue, Temperance, Ventura, California, Peach, Herndon, and Shaw Avenues
- Veteran’s Boulevard—Shaw to Barstow and Bullard to Herndon Avenues
- SR 99: Veteran’s Boulevard Interchange
- SR 180 West: Yuba to James Avenues Passing Lanes
- SR 180 East: Temperance to Academy Avenues
- SR 180 East: Academy Avenue to Trimmer Springs Road
- SR 180 East: Trimmer Springs Road to Frankwood Avenue
- Friant Road: Copper Avenue to Millerton Road
- Golden State Boulevard: American Avenue to the Tulare County Line
- SR 269: New Bridge/Channel between SR 198 and City of Huron
- SR 180 West: SR 180 to I-5
- Mountain View Avenue: Bethel Avenue to the Tulare County Line
- Academy Avenue: Manning Avenue to Industrial Park
- SR 99 and American Avenue Interchange
- I-5 and SR 198 Interchange
- Funding for public transit services including Fresno Area Express (FAX), Clovis Transit, & the Fresno County Rural Transit Agency
- Improvements to local streets and roads, bikeway and trails systems, and pedestrian facilities

Promises Made and Promises Kept of the 1986 and 2006 Measure C programs are evident by the overwhelming voter approval in Fresno County. In addition to the vast array of transportation improvements provided by these two Measures, they have given Fresno County the opportunity to compete successfully for additional State and Federal transportation funding.

The Authority, Fresno COG, the 16 local agencies and the three transit agencies have all successfully leveraged more than \$1 billion additional dollars from Sacramento and Washington D.C Extending Measure C will continue to provide local funds under local control, in order to leverage and direct additional state and federal funding to the County.

Annual Audit of Measure Programs

Current Measure C expenditures and accounts of the local agencies and the Authority are audited on an annual basis by an independent audit firm retained by the Authority. Over the past 34 years, audit results have indicated that the Measure C Program has been implemented, and proceeds expended, in accordance with the Measure C Expenditure Plan and enabling legislation. That practice will continue with this Measure C Renewal Program. Further, through the Citizens Oversight Committee and the Authority, additional performance indicators will be monitored throughout the new Measure in order to assure that funds are invested efficiently and effectively.

HOW THE PLAN WAS DEVELOPED

The Measure C Renewal Executive Committee and the TWG were formed in February 2021 to develop the Measure C Renewal Expenditure Plan. The TWG evaluated existing transportation systems and needs, and the Executive Committee established goals for the future. There was recognition that this Measure C Renewal Plan needed to address the existing and future transportation needs, focusing on local neighborhoods and community street and road maintenance, as well as continuing investments in bicycle and pedestrian facilities, transit services, and reducing and avoiding congestion on our highways. This Plan has built-in flexibility that will allow our cities and County to adapt to their specific transportation needs as they change over time. This Plan recognizes transportation programs that maintain and improve our quality of life and position us to provide the type of facilities and services that will be needed to address our future mobility needs.

Members of the Executive Committee: reviewed a variety of proposals, considered public input and professional expertise, conducted two public opinion polls, and reviewed data and literature from other agencies to prepare this Plan.

Members of the Executive Committee represented the interests of government, business, and other sectors identified in Table 1.

TABLE 1

Measure C Renewal Plan Executive Committee Representative Sectors/Organizations

Sector/Organization		
Active Transportation	Disability Services	Goods Movement
Advocacy Services	Eastside Fresno County Cities	Health Care Services
Agriculture	Economic Development	Labor
Americans with Disabilities Act (ADA)	Education (K-12 and Higher Education)	Medical Systems
Building Industry Association	Emergency Services	Philanthropy Services
Business	Environment	Technology
Cities of Clovis and Fresno	Fresno Council of Governments	Westside Fresno County Cities
Community Based Organizations	Fresno County Sheriff	Youth/Advocacy
County of Fresno	Fresno County Transportation Authority	

A list of Executive Committee and TWG members are available online:

[www.measurec.com/
measure-c-committees/](http://www.measurec.com/measure-c-committees/)

EXPECTED MEASURE C PROCEEDS

If voters approve the Extension of Measure C in November of 2022, they will authorize the Authority to continue to collect a ½ cent retail transaction and use tax for 30 years (between July 1, 2027 and June 30, 2057). This is not a new or an added tax, but simply an Extension of the existing Measure C tax.

This extension will: provide over \$6.84 billion in new revenues for transportation improvements according to financial projections through the year 2057.

The \$6.84 billion this third Measure will generate is four and one-half times the amount that is expected to be collected during the current Measure C Program (approximately \$1.2 to \$1.5 billion) through June 2027. The allocation of these projected sales tax revenues to specific types of transportation funding programs and improvement projects is described in the following sections of this plan. The Authority will prepare and then update a Strategic Implementation Plan (SIP) every two (2) years in order to verify or modify the funding expectations based on the then-current fiscal conditions, making sure that the projections are consistent with future

expenditures and the promises made in this plan. The Authority and Fresno COG will also revisit this expenditure plan in 2042 (midpoint of the Measure) to potentially adjust the transportation programs and associated allocations of Measure C proceeds ensuring that the plan addresses the future transportation needs of the county and its residents as determined through a comprehensive public engagement process. Finally, the Authority will have the option of issuing bonds to deliver Measure C projects and programs contained in this plan to save project costs by delivering them earlier, and to provide Fresno County residents with much-needed road repairs years sooner than would be possible without bonding.

COUNTY-WIDE PRIORITIES OF THE NEW PLAN

Through many months of intense discussion and public input, the following Measure C Extension funding program commitments were developed and agreed upon by the Executive Committee and the TWG. The Committees recognized that providing Measure C funds for all modes of transportation would help meet the quality of life needs of all Fresno County residents, thus enabling each of the 16 agencies within the County to address the specific needs of their residents, businesses, and major industries over the 30-year life of the Measure.

The new Plan will: Provide a minimum of 51.37% of the Measure to the 15 cities and Fresno County to maintain and improve neighborhood and community streets and roads. Further, it will fund public transit, regional highways, street and road improvements, and other transportation programs that improve mobility while reducing greenhouse gas emissions and improving air quality for all residents throughout Fresno County. The Plan is committed to “Fix-it First”, “No Neighborhood Left Behind” and “Improve Safety” principles.

The Measure C Renewal Expenditure Plan program allocations are detailed in Table 2. Implementing Guidelines for each of the seven Measure C Renewal Expenditure Plan programs are available on the Authority’s website in early June 2022 at:

www.measurecrenewal.com

TABLE 2

Measure C Renewal Expenditure Plan Allocation of Funding by Program

Details regarding each of the seven programs are provided below. Appendix B provides the amount of Measure C Renewal funding each local agency is expected to receive over the 30-year period.

	Measure C Renewal Program	Percent of Total ¹	30-Year Funding Estimate
1	Local & Neighborhood Street Repair & Maintenance	51.37%	3,511,000,000
2	Local Control	17.64%	1,208,794,520
3	Safe Bikes and Pedestrians (Including Safe Routes to School & Access for People with Disabilities)	1.22%	75,524,940
4	Urban & Rural Public Transit	11.88%	811,953,000
5	Major Roads & Highways, Safety Improvement and Congestion Relief	14.60%	997,713,440
6	Environmental Sustainability	2.00%	144,000,000
7	Administration	1.30%	86,058,856
	Total	100%	6,835,044,756

¹ Percentages Rounded to the nearest whole number.

Local and Neighborhood Street Repair and Maintenance

\$3.511 billion or 51.37%

1

A significant increase in funding for our local street networks including neighborhood streets is clearly the greatest need expressed during the public engagement process and in the two opinion surveys. In fact, nearly 81% of those surveyed county-wide strongly agreed that repairing roads and fixing potholes was their highest priority. The goal of this program is to improve each of the individual cities' and the County's unincorporated areas and communities pavement condition index or PCI from the current County-wide average of 57 (just above the "Poor" category) to 70, which is within the "Good" category. Improvements that will be made by the 15 cities and Fresno County to address the goal include:

- Fixing potholes with long lasting repairs.
- Repaving streets.
- Keeping good roads in good condition through the strategic application of preventative maintenance strategies.
- Ensuring that all neighbors, especially those in disadvantaged areas, see improvements to their local roads.
- Measuring and monitoring progress towards the 70 PCI goal.
- Providing additional resources to areas of very low income.

These expenditures would address one of the most troubling transportation problems for local agencies; how to fund improvements that address the aging street and road infrastructure while at the same time preserving roads that are currently in good condition.

A minimum base of \$100,000 per year shall be allocated to each agency under the Local & Neighborhood Street Repair & Maintenance Program. Every agency that receives Local Street Repair Program funding must allocate no less than 30% of their allocation, as determined on a 5-year rolling average, on areas within their jurisdiction that are disadvantaged using the highest 25% census tracts based on CalEnviro Screen 4.0 and areas with a median income of less than 80% of the statewide median. Restriction remains in effect until the Agency's average PCI for the Disadvantaged Areas reaches 65. Once the average PCI of 65 is met, that 30% restriction is suspended, as long as those areas do not fall below a PCI of 65 in subsequent years. Agencies must still continue to invest in those areas in order to raise the overall PCI to 70.

When the overall PCI of the streets within a jurisdiction either exceeds 80, or the lowest PCI on any street within the jurisdiction is 70 or higher, Local and Neighborhood Street Repair and Maintenance program funds in excess of what is needed to maintain street condition above a PCI of 70 may be utilized as Local Control program funds.

Local Control

\$1.209 billion or 17.64%

2

This program provides the local agencies flexible funding to address their most pressing unfunded or underfunded transportation needs within their jurisdictions. These funds would be used for a variety of purposes including:

- Repair sidewalks to create safe routes to school and increase accessibility for people with disabilities.
- Supplement Active Transportation (bike, pedestrian and trails systems) projects.
- Further improve public transit services.
- Eliminate bottlenecks on local streets where road improvements are not complete.
- Address environmental sustainability and other important transportation improvements.

The local agencies in Fresno County know what their needs are and how best to address those needs. This plan empowers them to make these critical choices for their residents and businesses.

Implementation of Opportunity Corridors is an eligible expense within the Measure C Renewal Local Control Program. In addition, certain elements of Opportunity Corridors may also be eligible within the Urban and Rural Transit, Safe Bikes and Pedestrians, Major Roads and Highways, and Environment Sustainability Programs.

Urban and Rural Public Transit

\$812 million or 11.88%

3

The goal is to improve public transit programs that provide essential mobility services to residents who do not have options, and for people who may have access to a vehicle but prefer to utilize transit; improve air quality, reduce greenhouse gas emissions, and help avoid congestion. Transit provides essential services to those who have no or limited options. This plan will allow for reduced transit fares for seniors, students, veterans and people with disabilities. It is critical that we ensure the most flexible, reliable, predictable, and affordable transit services are available for the transit dependent. Measure C Renewal funding is provided to the three (3) transit agencies within the county (Fresno Area Express, Clovis Transit, and the Fresno County Rural Transit Agency). The transit agencies would use the funds to:

- Add routes as demand increases.
- Reduced transit fares for seniors, students, veterans and people with disabilities.
- Acquire low or zero emission buses.
- Provide night and weekend service as demand dictates.
- Provide safe, clean, and strategically located bus shelters.
- Provide safer access to public transit services.

The transit agencies would also apply the Measure funds to provide:

- “Free or reduced fare bus service” to seniors, students, and people with disabilities.
- Provide new and innovative mobility for seniors, students, and people with disabilities.
- Implement innovative lower cost transit solutions for un-served or under-served areas.
- “Subsidized taxi scrip” to seniors (65 years or older) and people with disabilities resulting in better service to those with special transportation needs and the growing aging population in Fresno County.

Transit funding is a significant part of the state and federal transportation funding programs. This has been an established trend that is increasing over time. Measure C funding should be utilized to the largest extent possible to leverage these funding sources.

Safe Bikes and Pedestrians

4

Including Safe Routes To School and Access For People With Disabilities

\$75.5 million or 1.22%

Improvements to the existing and planned pedestrian, trail, bicycle and Safe Routes to School systems have gained prominence around the State and within Fresno County. There are significant opportunities for funding these types of projects using state and federal funds.

In addition, as with the current Measure, all streets funded by Measure C must have shoulders that accommodate bike lanes. With a few exceptions, these types of projects are very low cost when compared to vehicular projects. Measure C funding in this program should be utilized to the largest extent possible to enhance safety, increase availability and leverage these State and Federal funding sources.

Major Road and Highways, Safety Improvement And Congestion Relief

5

\$997.7 million or 14.60%

The core of the urban and suburban freeway and expressway system has been completed, and many improvements to rural highways have been accomplished during the 1986 and 2006 Measure programs.

Future improvements to the State Highway System need to be focused on:

- Improving safety.
- Reducing and avoiding future congestion.
- Increasing sustainability.
- Focusing on multimodal operational improvements such as auxiliary lanes, freeway interchange improvements, metering projects, demand management, and Smart Corridor concepts that maximize capacity of existing facilities.

These projects provide for the movement of goods, services, and people throughout the county, as well as accommodating goods movement from Fresno County industries to the rest of the State and the nation. Because this proposed Measure has a duration of 30 years, the Executive Committee and the TWG agreed to identify a 15-year improvement program, with the second 15 years to be addressed near the midpoint of the Measure.

This second 15-year plan will be developed after an evaluation of future needs as well as an extensive public engagement process.

Major highlights of this Regional Program include:

- Approximately **\$998 million or 14.60%** for regionally significant street and highway improvements has been divided between the Urban and Rural areas of the county with approximately **\$749 million or 75%** to the urban areas of Fresno and Clovis and approximately **\$249 million or 25%**, to the remainder of the county (other cities and the county unincorporated area). This funding split generally reflects the relative populations and needs of the urban and rural area.
- **\$35 million** will be invested in improvements to Fresno Yosemite International (FYI) Airport.

This program relies heavily on leveraged funding from various sources including the State Transportation Improvement Program, the State Highway Operations and Protection Program, the State Local Partnership Program,

federal grants, and the Regional Transportation Mitigation Fee Program (RTMF). Overall, it is anticipated that these programs will add another \$1.5 billion in funding to the nearly \$1 billion of Measure C funding included in this Measure. Further, it is expected that there will also be some Local Development Fees included on some of these projects.

The RTMF requires that new growth and development within the county and each of the cities contribute to regional street and highway project costs. The RTMF program was originally established during the current Measure C program and will be continued under this Measure. The purpose of this RTMF Program is to ensure that growth and development pay their fair share of impacts to the county's transportation facilities. The RTMF is discussed in more detail later in this Plan.

Environmental Sustainability

6

\$144 million or 2.00%

This program's goal is to improve air quality and greenhouse gas emissions by:

- Reducing Vehicle Miles Traveled through support of Transit Oriented Development (TOD) and Opportunity Corridors (OC). TOD projects help support developments that will increase demand for transit through higher density and mixed use. OC projects also support higher density and mixed-use developments through conversion of existing auto-centric streets into multimodal streetscapes.

- Clean Energy.
- Travel Choice.
- Future Technologies.
- Litter Abatement.
- Opportunity Corridors.

Rather than identify a specific amount for each of these subprograms for the life of the Measure, this Renewal Expenditure Plan will allow the FCTA Board to make that determination every two (2) years as a part of the Measure C Expenditure Plan Update. For the initial two years of the Environmental Sustainability Program the split between these subprograms will be:

Subprogram		Percent of Funding
1	Transit Oriented Development and Opportunity Corridors	0.66%
2	Clean Energy	0.32%
3	New Technology Projects	0.59%
4	Travel Choice	0.29%
5	Litter Abatement	0.15%
Total		2%

Administration/ Planning

\$86.06 million or 1.30%

Measure C funding is provided to the Authority and Fresno COG to:

- Prepare Expenditure Plan updates and amendments.
- Develop and administer allocation program requirements.
- Administer and conduct specified activities identified in the other six programs described above including increased oversight and performance monitoring.

Compliance with the California Environmental Quality Act

The Measure C Renewal Expenditure Plan is not a “project” under the California Environmental Quality Act (CEQA) and, therefore, is exempt from CEQA review. The Plan is designed to provide a funding mechanism for potential future projects and programs related to the Authority’s provision of transportation funding and services.

7

However, the Authority is not approving the construction of any projects that may result in a direct or indirect physical change in the environment; future voter approval is required prior to establishing any funding mechanism as set forth in Measure C Enabling Legislation; and all appropriate state and federal environmental reviews will be required and completed prior to any future approval of specific projects.

MEASURE C EXTENSION PLAN PROJECTS

Project Commitments Major Road & Highways, Safety Improvement and Congestion Relief Program

URBAN AND RURAL PROGRAMS

This section identifies priority regional streets and highway improvement projects to be implemented over the life of the Measure C Renewal Program. These projects will be funded with Measure C and other transportation funding. Major Road & Highways, Safety Improvement and Congestion Relief Program (MR&H) projects are defined as those of regional significance. These projects tend to be on the State highway system, as those facilities are regional by nature; however MR&H Program projects can also include projects on major local arterials that serve more than one city or area of the county.

Fresno Yosemite Airport (FYI) is also included as a regional facility as it facilitates passenger and freight travel throughout the county as well as surrounding counties.

Because the duration of this Measure is 30 years, the MR&H Program has been split into two periods; years 1–15, and years 16–30. This program split provides a number of specific benefits:

- It is difficult to determine a comprehensive list of all regional transportation needs 30+ years into the future. This split approach allows a focus on the first 15 years in order to establish a firm need, and a second 15 years that can be flexible.
- It is equally difficult to project 30+ years of revenue. The program split will allow

the Authority and Fresno COG to more accurately predict the first 15 years of revenue and will initiate a “real time” assessment of the second 15 years of funding availability in 2041 for review and acceptance in 2042.

- Transportation innovations have tended to occur at the micro level rather than at the macro. However, macro changes are possible and may be likely. A mid-program review will allow the Authority and Fresno COG, guided by an extensive public engagement effort and input from the 16 local agencies, to adjust the list of projects for the second 15 years to better reflect future transportation needs.

The funding projections for the Measure are provided in Table 3.

TABLE 3
Regional Mobility Program Revenues

Funding Source	30 Year Total 30 Year Period, 2027/28–2056/57	First 15 Years Year 1–15, 2027/28–2041/42	Second 15 Years Year 16–30, 2042/43–2056/57
Measure C Sales Tax	\$997,713,400	\$339,912,500	\$657,800,900
State Transportation Improvement Program (STIP)	\$430,275,000	\$160,830,000	\$269,445,000
Federal Aid (BUILD, RAISE, Etc.)	\$300,000,000	\$112,133,000	\$187,867,000
State Local Partnership (LPP)	\$150,000,000	\$56,066,000	\$93,934,000
State Operations & Maintenance (SHOPP)	\$200,000,000	\$74,755,000	\$125,245,000
Regional Transportation Mitigation Fee	\$450,305,000	\$168,316,000	\$281,989,000
Total	\$2,528,293,400	\$912,012,500	\$1,616,280,900

The funding split between the urban and rural subprograms was based on population, and on the relative highway, street, and road needs of those areas as described in the Table.

This Expenditure Plan contains Tier 1 Urban and Rural Project lists for the County (reference Tables 4 and 5). The Tier 1 projects are included in the initial 15 years of the Measure C Renewal program while the Tier 2 lists are projects potentially eligible for funding in the second 15 years of the Measure C Renewal program. Tier 1 Urban and Rural lists are both committed by approximately 20%. This allows the most significant priorities for the urban and rural areas to begin the project delivery process during the first 15-year period.

It is possible that additional as yet unidentified funding may become available. The region should have projects “shovel-ready” to take advantage of these types of funding opportunities. Should additional funding not materialize, these projects would be eligible for bonding of second period revenues.

A live link to the Measure C Projects interactive map is provided below or head to: <https://bit.ly/measurerenewal-interactive-map>.

[View Map](https://bit.ly/measurerenewal-interactive-map)

Tier 1 projects are shown in Figures 2 and 3. Tier 2 Project Lists can be found in Tables 6 and 7. The Tier 2 lists provide priority projects that will be considered for Measure C Renewal along with other state, federal and local funding in the second half of the Measure (years 16–30). The Tier 2 total costs currently exceed anticipated funding in the second half of the Measure; and may be revised to reflect future project priorities as they are identified through the RTP/SCS planning process and through the Authority’s and Fresno COG’s public engagement process.

The Expenditure Plan also contains \$35 million for improvements at FYI Airport.

Fresno COG and the Authority will conduct biennial MR&H Program reviews and updates, the purpose of which will be to ascertain project delivery status as well as validity of funding availability. Adjustments to delivery schedules and funding contributions may be necessary as a part of these updates.

No later than June 30, 2027, Fresno COG and the Authority will identify projects from the Tier 1 lists for the first seven years of the Measure C Renewal Program. These projects will be selected based on relative priority, deliverability, and cash flow. No later than June 30, 2034, Fresno COG and the Authority will identify projects from the Tier 1 lists for years 7–15 of the Measure C Renewal programs; again, based on relative priorities, deliverability, and cash flow.

Beginning no later than 2041, Fresno COG and the Authority will conduct a comprehensive public engagement process to help guide the effort to establish the list of projects to be funded during the second half of the Measure. No later than 2042, Fresno COG and the Authority will adopt a list of Urban and Rural projects to be funded during the second half of the Measure.

Construction of the Major Road and Highway Safety Improvement and Congestion Relief Program projects and implementation of the local streets and roads and other programs identified in the Expenditure Plan are needed as soon as possible. In order to accomplish this, some level of borrowing may be required. The Authority will determine the extent of borrowing that is reasonable as the program is implemented. Up to \$900 million (13%) of the revenues expected to be generated will be made available for this purpose.

Program Management

If approved by the voters, this Measure C Renewal will require substantially more monitoring, analysis, and reporting than the current Measure. The Authority may seek the assistance of a program management firm and/or additional staff. The primary responsibility of enhanced program management would be to assist with the development and monitoring of performance measures as discussed in the Renewal Expenditure Plan and in these Implementing Guidelines. Enhanced Program Management could also include managing

projects contained within the Major Roads and Highways, Safety Improvement and Congestion Relief Program, and other responsibilities necessary for efficient and effective implementation of the various programs. Enhanced program management responsibilities are part of program and project delivery and separate from Program Administration.

Regional Transportation Mitigation Fee (RTMF) Program

The 2006 Measure C Renewal Expenditure Plan set forth requirements related to implementation of the Regional Transportation Mitigation Fee (RTMF) Program. The 2006 Measure C ballot included requirements for local Fresno County cities and the county (local agencies) to implement Regional Transportation Mitigation Fees pursuant to California Government Code Sections 66000, *et seq.* and remit the proceeds to the FCTA to supplement construction of projects in the Regional Transportation program. The ballot also included enforcement mechanisms to ensure all Fresno County local agencies participated in the program. In response to those requirements, and to implement a consistent regional fee, the local agencies formed a Joint Powers Agency (JPA), Fresno County Regional Transportation Mitigation Fee Agency (FCRTMFA), pursuant to California Government Code Sections 6500, *et seq.*

This Measure Renewal provides for the continuation of the RTMF program established by the 2006 Measure, including all local agency enforcement mechanisms, the perpetuation of the Fresno County RTMF Agency through the life of the Measure and all adopted policies and agreements currently in effect pertaining to the mitigation fee program. The Measure also recognizes that mitigation fees are governed by State law, which changes from time to time, and stipulates implementation of the program shall remain in compliance with California law. California statute currently requires a major update to the NEXUS in 2028, which will revisit how the fee has been spent on current projects, consideration of future projects, adjustments to rates, and all other legal program requirements.

The Authority, consistent with the adopted and updated Measure C Expenditure Plan, shall have the authority and flexibility to allocate the RTMF based upon regional priority need within the county as defined by the biannual update of the Major Roads & Highways, Safety Improvement and Congestion Relief Program consistent with State law governing impact mitigation fees.

No later than June 30, 2027, all Measure C agencies must extend the RTMF JPA established as a part of the second Measure C, consistent with Section 7 of the JPA Agreement. If any city or Fresno County should choose to not implement the RTMF, that agency shall forfeit annually from the Local Control Program, an amount equal to the amount of RTMF that would otherwise have been paid for development projects within that jurisdiction during the year. If an agency chooses to not implement the RTMF, that agency shall notify the Authority of such decision and shall file an advisory report with the Authority for each development indicating the amount of RTMF that would have been paid. The Authority shall make a total calculation of RTMF obligation on an annual basis and deduct the appropriate amount of funds for the RTMF from the Local Control Program allocation for that agency.

TABLE 4**Tier 1 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
100	SR 41 /SR 168 / SR 180	Urban Freeway Connectors - Operational Improvement Study within the FCMA as of 7/20/2022	Caltrans	\$1,194,052
101	SR 41 / SR 168 / SR 180	Urban Freeway Connectors - Operational Improvements within the FCMA as of 7/20/2022	Caltrans	\$119,405,230
102	SR 41: Friant Rd to Herndon Ave	Widen SB On-Ramp and Add 1 SB Auxiliary Lane - Operational	Caltrans	\$47,762,092
103	SR 41: Herndon Ave to Bullard Ave	Add Auxiliary Lane to SB SR-41 Between Herndon Ave and Bullard Ave	Caltrans	\$29,851,307
104	SR 41 / Shields Avenue	Shields Ave Interchange Improvement: Expand the NB Off Ramp to 2 Lanes for the Full Length	Caltrans	\$11,940,523
105	SR 41: McKinley Ave to Shields Ave	Add Auxiliary Lane to NB SR-41 from McKinley Ave to Shields Ave	Caltrans	\$29,851,307
106	SR 41: Van Ness Ave to San Joaquin River (NB/SB)	SR 41 Corridor Preservation Feasibility Study	Caltrans	\$1,194,052
107	SR 41 / Van Ness Ave Interchange	Modify Interchange to add a Direct SB On-Ramp; Eliminate Broadway St / SR-41 SB On-Ramp; Signalize Ramp Intersections with Van Ness St and Add Ramp Metering to New SB On-Ramp	Caltrans	\$17,910,784
108	SR 41 / SR 180 NB Connector	SR 41/SR 180 EB to NB Connector	Caltrans	\$59,702,615

TABLE 4**Tier 1 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
109	SR 41, SR 99, SR 168, SR 180 Smart Corridor Projects	Smart Corridor Projects (\$5 million / Mile @ 54 Miles Along SR 41, SR 99, SR 168, and SR 180 Within the FCMA as of 7/20/2022) - Operational Improvements - Phase 1	Caltrans	\$89,553,922
110	SR 99 / Ashlan Ave Interchange	Reconstruct Interchange - Includes Golden State Blvd	Caltrans	\$83,583,661
111	SR 168 Owens Mountain Parkway Interchange	Replace At-Grade Intersection with Interchange	Caltrans	\$59,702,615
112	SR 99 / Shaw Ave Interchange	Reconstruct Interchange	Caltrans	\$95,524,184
113	SR 99 / Stanislaus St Interchange	Reconstruct Overcrossing - Operational - Included for eligibility purposes only. 100% State Funding is Anticipated	Caltrans	\$—
114	SR 99 / Tuolumne St Interchange	SR 99/Tuolumne Interchange - Operational - Included for Eligibility Purposes Only. 100% State Funding is Anticipated	Caltrans	\$—
115	SR 168 Interchanges	Various Locations; Fowler Ave, Bullard Ave, Herndon Ave, Shaw Ave, & Temperance Ave	Caltrans	\$29,851,307
116	SR 180 WB to NB SR 99 Connector	Add Additional Lane - Operational	Caltrans	\$23,881,046
117	Blackstone Ave & McKinley Ave BNSF Grade Separation	Grade Separate Blackstone Ave and McKinley Ave to Eliminate Existing BNSF At Grade Crossings - Included for Eligibility Purposes Only. Current Measure C (MC2) Funding is Expected to Complete the Project.	Fresno	\$—

TABLE 4**Tier 1 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
118	Blackstone Bus Rapid Transit (BRT) Corridor: Smart Mobility Improvements	Blackstone Ave between Dakota Ave and SR 180: 6 Lane Divided to 4 Lane Divided with Class IV Bicycle Facilities, Midblock Pedestrian Crossings, Transit and Pedestrian-Scale Improvements	Fresno	\$5,000,000
119	East/West Corridors West of SR 99 (Shaw, Ashlan, Clinton & McKinley Avenues) between SR 99 and Grantland Ave	Corridor Improvements to Widen from 2 Lane Undivided to 4 Lane Divided with Bike Lanes, Sidewalks, Traffic Signals and Synchronization	Fresno	\$40,000,000
120	Herndon Ave: DeWolf Ave to McCall Ave	2 Lane Undivided to 4 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics	Clovis	\$42,527,367
121	Shepherd Ave: Clovis Ave to Fowler Ave	2 Lane Undivided to 3 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics	Clovis	\$13,289,802
122	Shepherd Ave: Clovis Ave to Fowler Ave	3 Lane Divided to 4 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics	Clovis	\$11,960,822
123	Shepherd Ave: Fowler Ave to Armstrong Ave	3 Lane Divided to 4 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics, Traffic Signal at Shepherd Ave and Armstrong Ave	Clovis	\$7,973,881
124	Temperance Ave: SR 180 to Clinton Ave	Widen from 2 Lane Undivided to 6 Lane Divided with Bike Lanes, Trail, Sidewalks, Curb and Gutter	Fresno	\$10,800,000
Total				\$832,460,570

TABLE 5**Tier 1 Rural Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
300	SR 33: Firebaugh to Mendota	Add Passing Lanes Between Firebaugh and Mendota - Operational	Caltrans	\$10,746,471
301	SR 43: SR 99 to Kings County Line	Passing Lanes	Caltrans	\$11,940,523
302	SR 99 / Mendocino Interchange	Modify/Reconstruct Interchange	Caltrans	\$12,800,000
303	SR 99: Mountain View Ave and SR 99	Dual Roundabout Interchange - The project consists of Re- aligned at Highway 99 at the existing Mountain View overcrossing to align and to build roundabout intersection control on both sides. Potential partnership with TCAG. Total Cost \$18M	Caltrans	\$10,746,471
304	SR 99 / SR 43 / Floral Ave Interchange	Reconstruct Interchange - Partial Funding - \$90M Total Cost	Caltrans	\$29,851,307
305	SR 145 (Madera Ave): 0.12 Mile N/O Whitesbridge Ave to 0.25 Mile N/O Nielsen Ave	Widen 2 Lane Undivided to 4 Lane Divided, Sidewalks, Bike Lanes, Curb and Gutter, Streetlights	Caltrans	\$6,018,024
306	SR 168 / Academy Ave Roundabout	Construct Roundabout - 67% SHOPP Funding	Caltrans	\$4,179,183
307	SR 180 / Academy Ave Intersection	Add Right Turn Channelization - Operational - 50% SHOPP Funding	Caltrans	\$5,970,261
308	SR 180: Between Kerman and Mendota	Add Passing Lanes between Kerman and Mendota - Operational	Caltrans	\$10,746,471
309	SR 180 West: I-5 to Junction SR 33 / SR 180	2 Lane on New E-W Alignment - Phase 1	Caltrans	\$95,524,184

TABLE 5**Tier 1 Rural Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
310	SR 198: NAS Lemoore and I-5	Add Passing Lanes between NAS Lemoore and I-5 - Operational	Caltrans	\$10,746,471
311	SR 269 / SR 145	Intersection Improvements - Operational (Roundabout) - 100% State Funding is Anticipated	Caltrans	\$—
312	SR 269 / SR 198	Intersection Improvements - Operational (Roundabout) - 100% State Funding is Anticipated	Caltrans	\$—
313	Academy Ave	Along Academy Ave from SR 99 to SR 168, Reconstruct and Rehabilitate Pavement, Install Traffic Signals or Roundabouts (Safety Improvements), Add Vehicle Turn Lanes, Install High Visibility Crosswalks and Rectangular-Rapid Flashing Beacons, Install Sidewalk, Install Lighting, Add Buffered Bike Lanes and Provision for Connectivity to Potential Future ATP Projects	Various	\$23,881,046
314	Academy Ave - City Limits to Dinuba Ave	Bridge/Roadway Widening	Parlier	\$6,328,477
315	Jayne Ave - Glenn Ave to I-5	2 Lane Undivided to 4 Lane Divided	Fresno County	\$362,992
316	Manning Ave East of SR 99	Along the Corridor from SR 99 to Orange Cove City Limits, Reconstruct and Rehabilitate Pavement, Install Traffic Signals, Add Vehicle Turn Lanes, Provide Crosswalk Improvements, Install Sidewalk, Add Buffered Bike Lanes and Provision for Connectivity to Potential Future ATP Projects	Various	\$9,552,418

TABLE 5**Tier 1 Rural Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
317	Millerton Rd	Friant Rd to Sky Harbor Dr - Widen to 4 Lanes Divided. Total Cost \$40M	Fresno County	\$35,821,569
318	Reed Ave Reconstruction - Phase 2	Reconstruction of Roadway, Increase from 2 Lanes to 4 Lanes, Curb Ramp Upgrades, Overlay, Slurry Seal, Replace Water Lines, Bike Lanes, Curb and Gutter and Sidewalks	Reedley	\$5,000,000
319	Reed Ave - South Ave to SR 180	Widen Reed Ave from 2 Lanes to 4 Lanes from South Ave to SR 180	Reedley	\$29,851,307
Total:				\$320,067,175

FIGURE 2

Tier 1 Urban Project Map

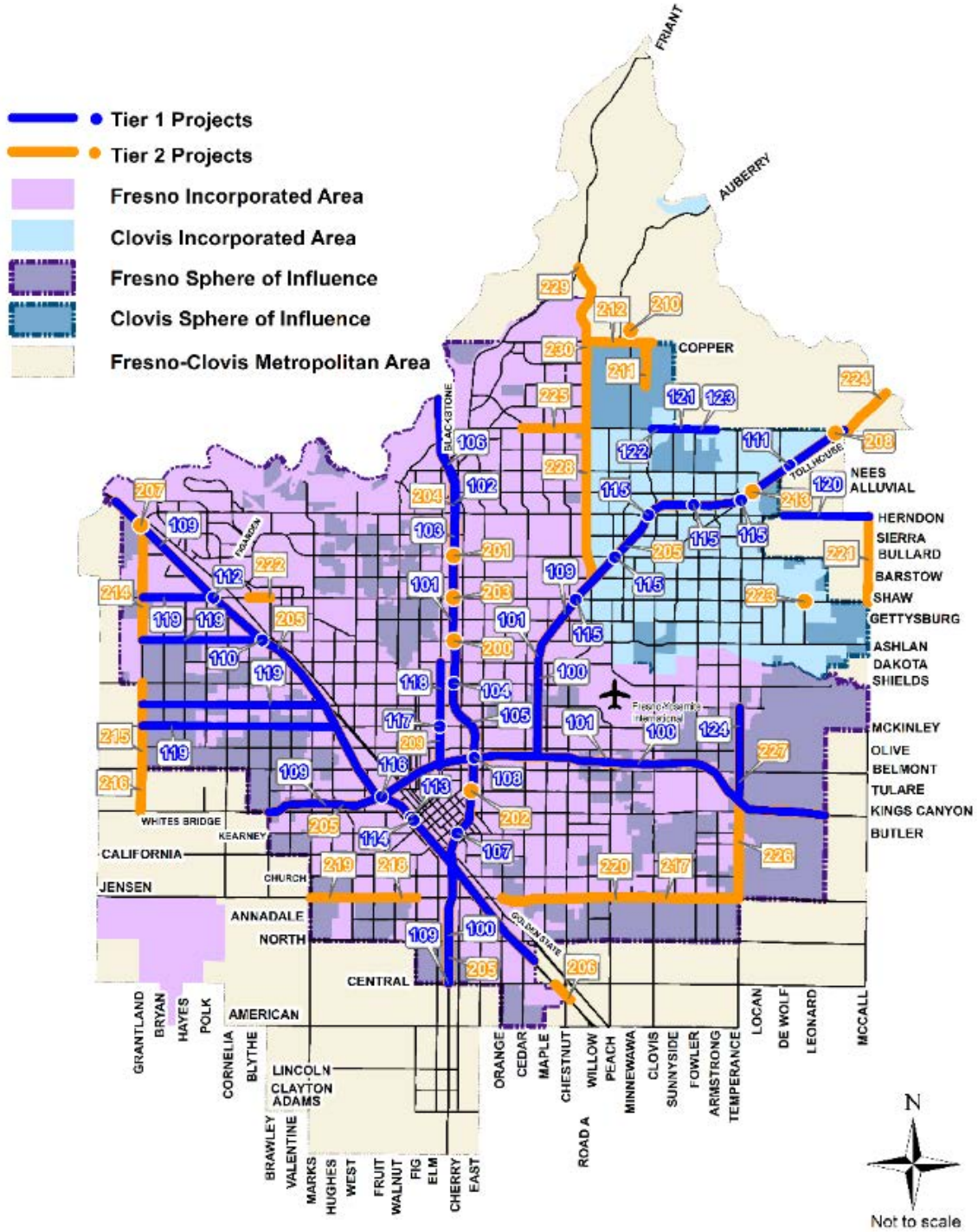


FIGURE 3

Tier 1 Rural Project Map

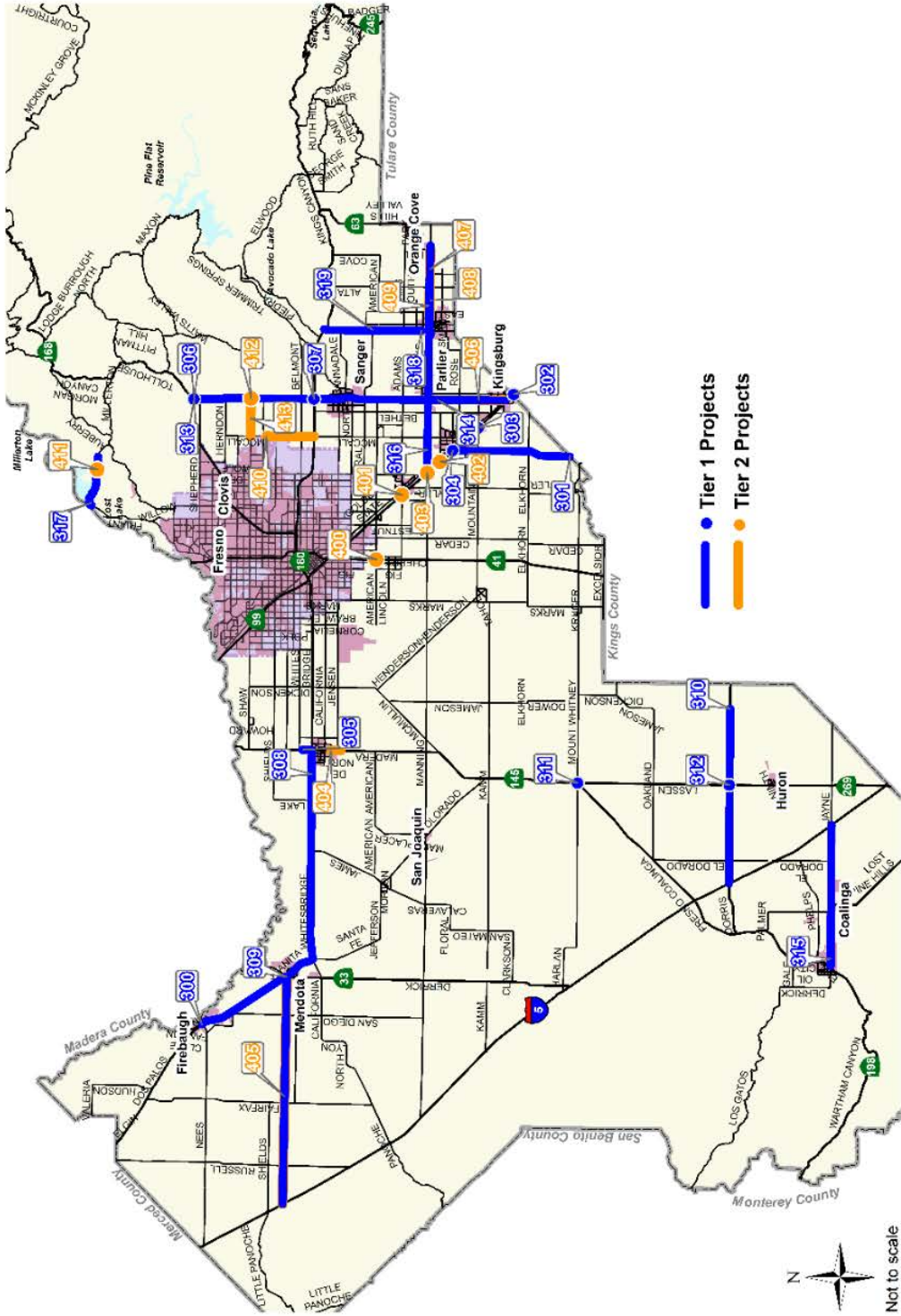


TABLE 6**Tier 2 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
200	SR 41 / Ashlan Ave	Ashlan Avenue Interchange Improvement - Reconfigure Interchange to either a Single Point Urban Interchange (SPUI) or a Diverging Diamond Configuration. Additional Study Required to Determine the Appropriate Design	Caltrans	\$136,133,075
201	SR 41 / Bullard Ave	Bullard Avenue Interchange Improvement - Reconfigure Interchange to either a Single Point Urban Interchange (SPUI) or a Diverging Diamond Configuration. Additional Study Required to Determine the Appropriate Design	Caltrans	\$136,133,075
202	SR 41 / Divisadero St On/Off Ramps	Reconfigure for SB Dual Right Turns; and EB Dual Left Turns on Divisadero at NB On-Ramp	Caltrans	\$4,946,168
203	SR 41 / Shaw Ave	Shaw Avenue Interchange Improvement – Add a 3rd Lane to the SB On Ramp for Ramp Meter Queuing and a 3rd Lane to the SB Off-Ramp at the Terminus	Caltrans	\$30,251,794
204	SR 41: Van Ness Ave to the San Joaquin River	Corridor Preservation Operational Improvement Projects	Caltrans	\$411,424,405
205	SR 41, SR 99, SR 168, SR 180 Smart Corridor Projects	Smart Corridor Projects (\$5 million / Mile @ 54 Miles along SR 41, SR 99, SR 168, and SR 180 within the FCMA as of 7/20/2022) Operational Improvements - Phase 2	Caltrans	\$204,199,613
206	SR 99: Central Ave & Chestnut Ave Interchange	Central Ave / Chestnut Ave / SR 99 - Improve Interchange (Dependent on the Extension of Measure C)	Caltrans	\$164,872,280

TABLE 6**Tier 2 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
207	SR 99 / Herndon Ave	Widen Undercrossing to 5 Lanes	Fresno	\$32,160,683
208	SR 168 / Shepherd Ave Interchange	New Interchange	Clovis	\$75,758,056
209	Blackstone Bus Rapid Transit (BRT) Corridor - Smart Mobility Improvements	Blackstone Ave between Dakota Ave and SR 180: 6 Lane Divided to 4 Lane Divided with Class IV Bicycle Facilities, Midblock Pedestrian Crossings, Transit and Pedestrian - Scale Improvements	Fresno	\$75,629,486
210	Clovis Ave: Auberry Rd Couplet North of Copper Ave	Construct new 4 Lane divided arterial with bike lanes, traffic signal at Copper and Clovis Avenues	Clovis	\$12,100,718
211	Clovis Ave: Behymer Ave to Copper Ave	Unconstructed to 6 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics, Bridge at Enterprise Canal	Clovis	\$10,966,276
212	Copper Ave: Willow Ave to Clovis Ave	2 Lane Undivided to 6 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics	Clovis	\$22,688,846
213	Enterprise Trail	Pedestrian Bridge Over SR 168 East of Temperance	Clovis	\$37,814,743
214	Grantland Ave: Ashlan Ave to N Parkway Dr	4 Lane Divided 6 Lane Divided with Bike Lanes, Sidewalks, Curb, Gutter, and Trail	Fresno	\$9,075,538
215	Grantland Ave: Belmont Ave to Shields Ave	2 Lane Undivided to 4 Lane Divided with Bike Lanes, Sidewalks, Curb, Gutter, and Trail	Fresno	\$14,265,701

TABLE 6**Tier 2 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
216	Grantland Ave: SR 180 to Belmont Ave	Grantland Ave - SR 180 to Belmont: 2 Lane Undivided to 4 Lane Divided	Fresno	\$10,746,471
217	Jensen Ave: Clovis Ave to Temperance Ave	4 Lane Divided 6 Lane Divided with Class 1 Bike Path / Trail	Fresno	\$18,559,476
218	Jensen Ave: Fruit Ave to Martin Luther King Blvd	2 Lane Undivided to 4 Lane Divided with Bike Lanes, Sidewalks, Curb, Gutter, and Trail	Fresno	\$7,305,808
219	Jensen Ave: Marks Ave to Fruit Ave	2 Lane Undivided to 4 Lane Divided with Bike Lanes, Sidewalks, Curb, Gutter, and Trail	Fresno	\$10,966,276
220	Jensen Ave: Orange Ave to Clovis Ave	4 Lane Divided 6 Lane Divided with Bike Lanes, Sidewalks, Curb, Gutter, and Trail	Fresno	\$32,475,301
221	McCall Ave: Shaw Ave to Shepherd Ave	2 Lane Undivided to 6 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics; Primarily Development Funded	Clovis	\$37,814,743
222	Shaw Ave: Blythe Ave to Brawley Ave	4 Lane Divided to 6 Lane Divided (Retrofit)	Fresno	\$4,053,740
223	Shaw Ave and Leonard Ave	Install Traffic Signal, Widen Shaw Ave for Second Through Lane and Left-Turn Lanes	Clovis	\$1,925,527
224	Shepherd Ave: Armstrong Ave to Del Rey Ave	2- and 3-Lane Undivided to 4 Lane Divided, Sidewalks, Bike Lanes, Street Lights, Curb and Gutter, Fiber Optics	Clovis	\$30,251,794
225	Shepherd Ave: Cedar Ave to Willow Ave	3 Lane Undivided to 4 Lane Divided with Bike Lanes and Sidewalks, Curb & Gutter	Fresno	\$1,512,590

TABLE 6**Tier 2 Urban Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
226	Temperance Ave: Jensen Ave to Belmont Ave	2 Lane Undivided to 6 Lane Divided with Bike Lanes, Trail, Sidewalks, Curb and Gutter	Fresno	\$27,831,651
227	Temperance Ave: SR 180 to Clinton Ave	Widen from 2 Lane Undivided to 6 Lane Divided with bike lanes, trail, sidewalks, curb and gutter	Fresno	\$20,006,549
228	Willow Ave: Barstow Ave to Copper Ave	Complete widening to 6 Lane Divided Where Needed and Add Bike Lanes	Clovis	\$1,683,512
229	Willow Ave: Copper Ave to Friant Rd	2 Lane Undivided to 4 Lane Divided	Fresno County/ City of Fresno	\$7,425,303
230	Willow Ave: International Ave to Copper Ave Southbound	Willow - International Ave to Copper Ave Southbound: Widen to 3 Lanes	Fresno	\$946,881
Total:				\$1,591,926,081

TABLE 7**Tier 2 Rural Projects**

Project ID	Title	Description	Agency	Inflated Project Costs
400	SR 41: Central Ave to American Ave	Upgrade Existing Intersections to Interchanges	Caltrans	\$143,696,024
401	SR 99 / Adams Interchange	Interchange Improvements	Caltrans	\$30,251,794
402	SR 99 and Dinuba Fly-Over	Construction of Flyover from SR 99 to New Intersection at Golden State Blvd near Dinuba Ave	Selma	\$60,503,589
403	SR 99 / Manning Ave Interchange	Interchange Improvements (Ramp Improvements)	Caltrans	\$22,688,846
404	SR 145 (Madera Avenue): Church Ave to 0.25 Mile S/O Jensen Ave	Widen 2 Lane Undivided to 4 Lane Divided, Sidewalks, Bike Lanes, Curb and Gutter, Streetlights	Caltrans	\$9,075,538
405	SR 180 West: I-5 to Junction SR 33 / SR 180	2 Lane on New E-W Alignment - Phase 2	Caltrans	\$60,503,589
406	Academy Parkway: Mountain View Ave to Simpson St	New 4 Lane Expressway	Kingsburg	\$9,075,538
407	Manning Ave: Alta Ave to Hill Ave	2 Lane Undivided to 4 Lane Divided	Fresno County/ City of Reedley	\$12,961,381
408	Manning Ave: Buttonwillow Ave to Alta Ave	2 Lane Undivided to 4 Lane Divided	Fresno County/City Reedley	\$16,695,965
409	Manning Ave: Buttonwillow Ave to Englehart Ave	Reconstruct and Widen Manning Ave from 2 to 4 Lanes between Buttonwillow Ave and Englehart Ave	Reedley	\$6,050,359
410	McCall Ave: Griffith Ave to SR 180	Lane Widening - 2 to 4 Lanes	Fresno County	\$15,000,000

Project ID	Title	Description	Agency	Inflated Project Costs
411	Millerton Rd & Marina Dr	Traffic Signal	Fresno County	\$5,294,064
412	Shaw Ave and Academy Ave	Install Traffic Signal; Widen for NB & SB Right-Turn Lanes; WB Right-Turn and Left-Turn Lane; EB Right-Turn Lane	Fresno County	\$2,849,719
413	Shaw Ave: McCall Ave to Academy Ave	2 Lane Undivided to 4 Lane Divided	Fresno County	\$19,875,429
Total:				\$414,521,837

CITIZEN OVERSIGHT COMMITTEE

A Citizen Oversight Committee (COC) was established as a part of the 2006 Measure. That committee's efforts have been helpful in analyzing local agency conformance to Expenditure Plan requirements. Each year their findings are an important part of the Measure C Annual Report. This proposed Measure will continue efforts of the COC with a number of key changes to help increase local agency accountability for Measure C funds spent, and to make it easier to ensure that all COC seats remain filled during the duration of the Measure (reference the Implementing Guidelines available online in June 2022 at www.measurerenewal.com).

Additional responsibilities and minor changes to COC membership are also included in the Implementing Guidelines. COC responsibilities generally include the following:

- Receive, review, and recommend action on other periodic reports, studies, and plans from responsible agencies including the Authority, Fresno COG, the Cities, the County or other agencies. Such reports, studies and plans must be directly related to Measure C Extension programs, revenues, or expenditures.
 - Review and comment upon Measure C Extension expenditures to ensure that they are consistent with the Expenditure Plan.
 - Annually review how sales tax receipts are being spent and publicize the results.
 - Present committee recommendations, findings, and requests to the public and the Authority in a formal annual report.
- Receive, review, inspect, and recommend action on independent financial and performance audits related to the planning and implementation of the Measure C Extension program.

ADMINISTRATION

Fresno County Transportation Authority Structure Under the Measure C Renewal Extension Program

The Authority will continue to administer the Measure C Renewal Extension Program in compliance with its special enabling legislation. If the Measure C Extension is approved by Fresno County voters in November 2022, the Authority will continue to be responsible for administering the Measure C Programs in accordance with plans and programs outlined in the Renewal Expenditure Plan and subsequent updates of the Plan. In addition, the enabling legislation includes provision for a Citizen Oversight Committee (COC). The COC was formed in 2007 under the current Measure Program. Details regarding the Committee are contained in the Implementing Guidelines. The Expenditure Plan will continue to be prepared by the Authority and Fresno COG and approved by the Fresno COG Policy Board and by the Authority.

The enabling legislation requires that the Authority be represented by nine (9) members including:

- Two (2) members of the Board of Supervisors appointed by the board, consisting of one (1) member from Rural district 1, 4, or 5 and one (1) member from Urban district 2 or 3.
- Two (2) members representing the City of Fresno, consisting of the mayor thereof and a member of the city council of that city appointed by the city council.
- One (1) member representing the City of Clovis appointed by the city council of that city.
- Two (2) members representing the other cities within the county, consisting of one (1) Westside member appointed by a committee comprised of the mayor or each of those cities west of State Route 99, and one (1) Eastside member appointed by a committee comprised of the mayors of each of those cities east of State Route 99.
- Two (2) members of the public-at-large, consisting of one member appointed by the board of supervisors with the appointee residing outside of the incorporated areas of Fresno and Clovis, and one member appointed jointly by the cities of Fresno and Clovis with the appointee residing within the incorporated area of Fresno or Clovis.

The 2006 Measure C Extension added two new members to the Authority Board. These two positions were identified as “Public Members-at-Large” with one seat identified as urban and one as rural. The urban member was to be appointed jointly by the City of Fresno and City of Clovis, while the rural member was to be appointed by the Fresno County Board of Supervisors. It has been difficult to keep the urban seat filled. Under this proposed Measure C Renewal Program, the urban member appointment will remain the responsibility of the two cities and the rural member appointment will be the responsibility of the Board of Supervisors. However, if either position remains unfilled for nine (9) consecutive months, said member(s) will be appointed by the Authority Executive Director. An appointee of the Executive Director will serve a full term, after which the responsible agencies will have an opportunity to choose the successor.

As with the current Measure C Program, the goal of the Authority and Fresno COG will be to continue to fulfill the Promise of Measure C by delivering projects.

PLAN UPDATE AND APPROVAL PROCESSES

Regional Transportation Plan and Sustainable Communities Strategies

In compliance with schedules mandated in federal and State law, Fresno COG regularly prepares the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) every four (4) years that updates and renews a list of candidate projects for all transportation

modes (streets, highways, public transportation, bikeways, aviation, etc.). If funds are available for any projects beyond those listed in the Renewal Expenditure Plan, they will be drawn from that list. As stated before, all updates of the Renewal Expenditure Plan will be subject to public review and public hearings. While these candidate projects may change and priorities for funding may occur, there are more than enough project needs within the County to be addressed using all types of funding, including Measure C. It will be vital during development of each Expenditure Plan Update to consider financing all transportation modes in order to ensure a balanced and efficient transportation system. All of the projects and programs included in the Expenditure Plan are considered essential to meet the transportation needs of Fresno County.

Measure C Expenditure Plan Update

Fresno COG preforms a biennial update of the approved Expenditure Plan. Fresno COG and Authority staff work with member agencies and affected stakeholders to review and update the Expenditure Plan taking into consideration the status of project delivery, funding availability, and performance indicators. The Fresno COG Policy Board receives the Draft Expenditure Plan and its updates and schedules public hearings to review the Plan. After adoption of any Expenditure Plan updates by the Policy Board, the Plan is transmitted to the Authority for their consideration and approval.

Strategic Implementation Plan

The Authority will prepare a Strategic Implementation Plan which provides detailed guidance to local agencies on the use of Measure C funds. The Authority updates this plan every two years.

Expenditure Plan Amendments

Fresno COG has the primary responsibility for initiating official amendments of the Expenditure Plan. Fresno COG prepares proposed amendments to be considered by the COG Policy Board. Amendments approved by the Policy Board are then transmitted to the Authority for consideration. If approved by the Authority Board, amendments are incorporated into the Expenditure Plan.

The Authority Board may also initiate Expenditure Plan amendments. The Authority shall take all appropriate actions to give highest priority to the projects and programs in the approved Expenditure Plan, and if any amendments delay or delete any project in the initial plan, the Authority shall hold a public hearing and adopt a resolution initiating the amendments.

The Authority shall notify Fresno COG, the Board of Supervisors, and the city council of each city in the county and provide them with a copy of the proposed amendments. The amendment is then approved by the Board of Supervisors and then approved by a majority of the cities constituting a majority of the population residing in the incorporated areas of the county. The proposed amendments shall become effective immediately upon completion of the approval process.

Independent Financial Audits

Currently, the Authority annually commissions independent financial audits of the Measure C programs and receipts. If the Measure is renewed by the voters, the Authority would continue to conduct independent financial audits consistent with its enabling legislation.

Bonding

The FCTA Board may consider bonding of future revenues if project needs, and deliverability exceed cash flow. Bonding will not be used until first determining that the benefits of accelerated project or program delivery outweigh the additional cost of interest on narrowed funds.

FOR MORE INFORMATION

Contact the Authority or Fresno COG to inquire about the Measure C Renewal Extension process, discuss the candidate projects and programs contained in this Plan or to learn more about the current Measure C Extension Program.

Fresno Council of Governments
Fresno COG

ADD 2035 Tulare Street, Suite 201
Fresno, CA 93721

PH (559) 233-4148

FAX (559) 233-9654

WEB www.fresnocog.org

Fresno County Transportation Authority

ADD 2220 Tulare Street, Suite 2101
Fresno, CA 93721

PH (559) 600-3282

FAX (559) 600-1499

WEB www.measurec.com

Visit the Fresno COG Website at www.fresnocog.org for more information, to sign up for our email list, and to receive updates on Measure C planning activities.

Visit the Authority Website at www.measurec.com for more information, to sign up for our email list, and to receive updates on current Measure C projects.

A copy of the implementing guidelines will be available June 2022 at:

www.measurecrenewal.com



APPENDIX A

Draft Measure C Renewal Ballot Language

Without raising tax rates, shall an ordinance to repair potholes, keep local roads in good condition; upgrade structurally declining bridges/overpasses; improve highway safety, 911 emergency vehicle access, air quality, public transit services; protect low-cost senior transportation options and create local jobs; be adopted, continuing the voter-approved transportation ½¢ sales tax (established 1986), providing approximately \$228 million annually for 30 years; requiring audits, public oversight/spending disclosure, local control?

APPENDIX B

Local Program Allocations by Agency

Agency	Percentage	MC3 30-Year Allocation
Clovis	10.83 %	\$519,210,059
Coalinga	1.55 %	\$74,562,264
Firebaugh	0.77 %	\$36,943,703
Fowler	0.68 %	\$32,599,858
Fresno	48.13%	\$2,307,800,260
Huron	0.69 %	\$33,128,585
Kerman	1.48 %	\$71,008,461
Kingsburg	1.29 %	\$61,935,554
Mendota	1.12 %	\$53,838,196
Orange Cove	0.92 %	\$44,073,084
Parlier	1.41 %	\$67,641,387
Reedley	2.38 %	\$114,213,410
San Joaquin	0.43 %	\$20,611,555
Sanger	2.51 %	\$120,149,116
Selma	2.24 %	\$107,380,161
County of Fresno	23.57 %	\$1,130,223,774
Total	100 %	\$4,795,319,460

Urban area receives the majority of the funding.

Transit Agency	Formula	Measure C 3 30-Year
Clovis	10 %	\$81,195,300
FAX	70 %	\$568,367,100
FCRTA	20 %	\$162,390,600
Total	100 %	\$811,953,000

Transit allocation split 70% FAX, 20% FCRTA, and 10% Clovis Transit. Estimates only and subject to change.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: SELECTING THE COLOR FOR THE TIRE-DERIVED PRODUCT TO BE INSTALLED AT VARIOUS LOCATIONS CITYWIDE
DATE: JULY 26, 2022

ISSUE

Shall the City Council discuss and select the color for the tire-derived product that will be installed at various sites Citywide?

BACKGROUND

The Department of Resources Recycling and Recovery (CalRecycle) is authorized to administer various grant programs in furtherance of the State of California's (state) efforts to reduce, recycle, and reuse solid waste generated in the state thereby preserving landfill capacity and protecting the public health and safety and environment. The City of Mendota (City) applied for the CalRecycle Tire-Derived Product Grant Program for funding in the amount of \$149,783.00. The City was awarded the grant funding to purchase rubber mulch from California-generated waste tires processed in California and manufactured into a final product.

ANALYSIS

The City will be installing rubber mulch at seven (7) sites throughout the city. All site types are for landscape purposes. West Coast Rubber Recycling, Inc., an approved vendor for this grant has colored rubber mulch in blue, green, black – N (gray), black – P (dark), brown and red. The citywide sites for rubber mulch installation are:

- 1) Sorensen Avenue – Streetscape
- 2) Roundabout on Bass & Barboza Street
- 3) Welcome Sign – (180)
- 4) Rojas-Pierce Park (near basketball courts)
- 5) Rojas-Pierce Park (wall near flags)
- 6) Baseball Diamond (near restrooms)
- 7) City Hall (flower beds)

Staff is requesting that the City Council review the various color options for the tire-derived product, select the color for the product that will be installed at various sites Citywide, and provide direction to staff as appropriate.

FISCAL IMPACT

No fiscal impact. This item is only selecting color options for the tire-derived product. An agenda item will be presented for the purchase of the material at a future meeting.

RECOMMENDATION

Staff recommends that the City Council review the various color options for the tire-derived product, select the color for the product that will be installed at various sites Citywide, and provide direction to staff as appropriate.

Attachment(s):

None

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR & CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: IN THE MATTER OF VARIOUS ACTIONS RELATED TO THE PROPOSED MENDOTA GENERAL TRANSACTIONS AND USE TAX BALLOT MEASURE: (1) CONSIDERATION OF ADOPTION OF RESOLUTION NO. 22-46; AND (2) CONSIDERATION OF WAIVING THE FIRST READING OF ORDINANCE NO. 22-03 AND SCHEDULING THE PUBLIC HEARING FOR AUGUST 9, 2022
DATE: JULY 26, 2022

ISSUE

Shall the City Council (1) adopt Resolution No. 22-46, approving various actions related to the proposed Mendota General Transaction and Use Tax ballot measure for the November 8, 2022, General Municipal Election, and (2) consider introducing and waiving the first reading of Ordinance No. 22-03 and scheduling the public hearing for August 9, 2022?

BACKGROUND

At its regularly scheduled meeting of June 14, 2022, the City Council discussed seeking additional revenue, in the form of a tax measure, for the purpose of providing and improving essential City services and infrastructure. The proposed tax measure would impose a general transactions and use tax of 1.25% (which is the maximum percentage allowed under Revenue and Taxation Code section 7251.1 in light of existing Fresno County transactions and use taxes), if approved by a majority of the voters of the City of Mendota (“City”). At the same meeting, the Council directed City staff to prepare the necessary materials to place the proposed ballot measure on the ballot for the November 2022 General Election.

On June 14, 2022, the City Council approved the proposed tax rate of 1.25% to be placed on all documents to be submitted for the November 2022 ballot for a proposed ordinance to levy or increase in sales and use tax. The revenue from this proposed tax will be placed in the City’s General Fund to be used for any lawful purpose, including, but not limited to, streets and parks expenditures. The California Department of Tax and Fee Administration (“CDTFA”) has estimated revenues to be \$493,499.

ANALYSIS

The proposed Mendota General Transactions and Use Tax (the “Tax”) would generate approximately \$493,499 in revenue and said revenue will be placed in the City’s General Fund to be used for any lawful purpose, including, but not limited to, expenditures related to streets and parks. If approved by the voters, the Tax would remain in place until repealed by the voters with a future ballot measure.

The documents attached to this staff report are needed in order to move forward with placing the proposed ballot measure on the November ballot and imposing the Tax.

Resolution No. 22-46 approves various actions related to the proposed ballot measure, including:

1. Calling for and ordering a Special Municipal Election to be consolidated with the regularly scheduled General Municipal Election to be held on November 8, 2022, to present to voters a measure to establish the Mendota General Transaction and Use Tax of 1.25%, as required by the provisions of the laws of the State of California; and
2. Requesting the Fresno County Board of Supervisors to consolidate the Special Municipal Election with the Statewide General Election to be held on the same date; and
3. Requesting that the Fresno County Board of Supervisors authorize the Fresno County Clerk/Registrar of Voters to render specified services to the City of Mendota related to the conduct of the Special Municipal Election; and
4. Approving the proposed ballot measure description; and
5. Authorizing the City Attorney to prepare the impartial analysis for the proposed ballot measure.

As a Resolution seeking to approve the form of the proposed ballot measure and ordinance submitting the Tax to the voters, the Resolution should be approved by at least two-thirds of the City Council. (See Revenue and Taxation Code, § 7285.9.)

Ordinance No. 22-03 amends the Mendota Municipal Code to add Chapter 3.14 to Title 3. Chapter 3.14 would formally impose the Tax and request that CDTFA administer the Tax. To take effect, the ordinance needs to be approved by two-thirds of the City Council and must be approved by a majority vote of the qualified voters of the City. (See Revenue and Taxation Code, § 7285.9; Government Code, §§ 53723, 53724; Elections Code, § 9222.)

Upon consideration and approval of these documents, staff will submit them to Fresno County and CDTFA in order to move forward with placing the measure on the November ballot.

FISCAL IMPACT

An estimated \$493,499.00 of revenue will be generated for the General Fund if the measure imposing the Tax is approved by two-thirds of the City Council and a majority of qualified voters in the City.

RECOMMENDATION

Staff recommends that the City Council (1) adopt Resolution No. 22-46, approving various actions related to the proposed Mendota General Transaction and Use Tax ballot measure for the November 8, 2022, General Municipal Election, and (2) consider introducing and waiving the first reading of Ordinance No. 22-03 and scheduling the public hearing for August 9, 2022.

Attachment(s):

1. Resolution No. 22-46
2. Ordinance No. 22-03

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

RESOLUTION NO. 22-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA: (1) CALLING FOR AND ORDERING A SPECIAL MUNICIPAL ELECTION TO BE CONSOLIDATED WITH THE REGULARLY SCHEDULED GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO PRESENT TO VOTERS A MEASURE TO ESTABLISH THE MENDOTA GENERAL TRANSACTIONS AND USE TAX OF 1.25%, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA; (2) REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF FRESNO TO CONSOLIDATE THE SPECIAL MUNICIPAL ELECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE; (3) REQUESTING THAT THE FRESNO COUNTY BOARD OF SUPERVISORS AUTHORIZE THE FRESNO COUNTY CLERK/REGISTRAR OF VOTERS TO RENDER SPECIFIED SERVICES TO THE CITY OF MENDOTA RELATED TO THE CONDUCT OF THE SPECIAL MUNICIPAL ELECTION; (4) APPROVING THE PROPOSED BALLOT MEASURE DESCRIPTION; AND (5) AUTHORIZING THE CITY ATTORNEY TO PREPARE THE IMPARTIAL ANALYSIS FOR THE PROPOSED BALLOT MEASURE

WHEREAS, the City of Mendota (“City”) has a duty to provide for the health, safety, and well-being of the Mendota community and ensure the viability of essential City services and infrastructure; and

WHEREAS, at its May 10, 2022, regular meeting, the City Council adopted Resolution No. 22-28 calling and giving notice of the holding of a General Municipal Election in the City and, among other things, requesting the Board of Supervisors of the County of Fresno consolidate the General Municipal Election with the Statewide General Election on Tuesday, November 8, 2022; and

WHEREAS, the City Council met at its regularly scheduled meeting of June 14, 2022, to discuss and consider seeking additional revenue in the form of a tax measure to be considered by the voters of the City for the purpose of providing and improving essential City services and infrastructure, and directed City staff to prepare materials for the City Council to consider placing a proposed ballot measure for the establishment of a general transactions and use tax at a rate of 1.25%; and

WHEREAS, the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 of the Revenue and Taxation Code authorizes the City to establish a General Transactions and Use Tax by ordinance following approval by two-thirds (2/3) of the City Council and a majority vote of the qualified voters of the City voting in an election on the issue; and

WHEREAS, the City Council desires to submit to the City’s eligible voters, at a Special Municipal Election of the City consolidated with the City’s General Municipal Election and the Statewide General Election on November 8, 2022, a ballot measure proposal to impose the Mendota General Transactions and Use Tax at a rate of one and one-quarter cent per dollar (1.25%) (the “Measure”); and

WHEREAS, the subject Measure is referred to herein as the “Mendota General Transactions and Use Tax”; and

WHEREAS, the proposed Mendota General Transactions and Use Tax is a general tax, the revenue of which will be placed in the City’s General Fund and be used to pay for any lawful public purpose, including, but not limited to, essential City services and infrastructure that the City deems necessary such as improving and maintaining public roads and parks; and

WHEREAS, the Mendota General Transactions and Use Tax will have strict accountability provisions such as annual independent audits; and

WHEREAS, the California Department of Tax and Fee Administration shall administer and collect the Mendota General Transactions and Use Tax from retailers subject to the tax and remit the funds to the City; and

WHEREAS, any tax measure submitted to voters must be consolidated with a regularly scheduled general election for members of City Council except in cases of emergency as determined by a unanimous vote of the Council pursuant to Article XIII C of the California Constitution; and

WHEREAS, pursuant to Part 3 of Division 10 of the Elections Code (commencing with Section 10400) the Fresno County Board of Supervisors is authorized to consolidate the Special Municipal Election with the Statewide General Election scheduled for November 8, 2022; and

WHEREAS, it is the desire of the City that the Special Municipal Election for the consideration of the Mendota General Transactions and Use Tax Measure be consolidated with the Statewide General Election to be held on November 8, 2022, and requests that the Fresno County Board of Supervisors consolidate said Special Municipal Election, and that the Fresno County Clerk/Registrar of Voters canvass the returns of the Special Municipal Election.

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

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

SECTION 2. Pursuant to Article XIII C, Section 2, Subdivision (b), of the California Constitution, Section 53724 of the Government Code, Section 9222 of the Elections Code, and Part 1.6 and Part 1.7, Chapter 2.3, of Division 2 of the Revenue and Taxation

Code, the City Council of the City of Mendota hereby calls and orders a Special Municipal Election at which it shall submit to the qualified voters of the City, a measure relating to the establishment of the Mendota General Transactions and Use Tax with a rate of one and one-quarter cent per dollar (1.25%).

SECTION 3. The City Council requests the Fresno County Board of Supervisors consolidate the Special Municipal Election for this Measure with the Statewide General Election to be held on November 8, 2022, pursuant to section 10400 of the Elections Code.

SECTION 4. The City Council requests that the Fresno County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City agrees to reimburse the proportionate share of reasonable expenses of said election, said share to consist of all direct costs as determined by the Fresno County Clerk/Registrar of Voters to be directly related to the conduct of the City of Mendota’s Special Municipal Election together with the City’s proportionate share of the expenses for election services rendered by Fresno County that are being shared equally with other jurisdictions, if any, by virtue of the consolidation of the City’s Special Municipal Election with the elections being held by other jurisdictions, if any, in the City of Mendota on November 8, 2022.

SECTION 5. At the Statewide General Election to be held on November 8, 2022, the following ballot question shall be submitted to registered voters of the City of Mendota and shall be printed on the election ballot with the title and in the form set forth as follows:

<p>MEASURE M</p> <p>MENDOTA GENERAL TRANSACTIONS AND USE TAX</p>	<p>YES</p>
<p>To provide additional funding for essential City of Mendota services, including, but not limited to, improving parks and roads, shall the measure establishing the Mendota General Transactions and Use Tax of 1.25%, providing approximately \$493,498 annually until repealed, subject to publicly available annual audits with all funds benefitting Mendota residents, be adopted?</p>	<p>NO</p>

SECTION 6. The Measure shall be designated on the ballot by a letter, as provided in Section 13116 of the Elections Code. The City respectfully requests that the letter designation “Measure M” be assigned to this Measure by the Registrar if such letter designation is available.

SECTION 7. Passage of the Measure requires a simple majority of votes from qualified voters of the City voting in the election.

SECTION 8. In all particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. Pursuant to Elections Code section 12111, the City Council hereby directs the City Clerk, with the assistance of the City Attorney, to prepare a synopsis of the Measure and transmit the synopsis to the Fresno County Clerk/Registrar of Voters to be published in accordance with section 12111.

SECTION 10. The full text of the Ordinance submitted to the voters to enact the Measure is attached as Exhibit "A." The full text of the Ordinance and Measure is not required to be printed in the sample ballot and voter's information guide. However, the full text of the Measure and the full text of the Ordinance will be made available at the Office of the Fresno County Clerk/Registrar of Voters and the Office of the Mendota City Clerk.

SECTION 11. Arguments in favor of or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar of Voters in accordance with applicable provisions of the Elections Code, including sections 9280 through 9287 thereof. Mayor Rolando Castro and Mayor Pro Tempore Jesus Mendoza are authorized to prepare and file a written argument in favor of the proposed Measure, not to exceed 300 words, on behalf of the City Council. In the event that an argument is filed against the Measure, they are also authorized to submit a rebuttal argument on behalf of the City Council.

SECTION 12. Pursuant to Elections Code section 9280, the City Council hereby directs the City Clerk to transmit a copy of the Measure to the City Attorney, and the City Attorney shall prepare an impartial analysis of the Measure in accordance with Elections Code section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

SECTION 13. The Fresno County Clerk/Registrar of Voters shall give the appropriate notices for the election and shall conduct the election pursuant to appropriate provisions of state law. Said notices shall be published in the *Firebaugh-Mendota Journal* published by KerWest, Inc., 652 S. Madera, Avenue, Kerman, CA 93630.

SECTION 14. The City Clerk shall file a certified copy of this Resolution with the Fresno County Clerk/Registrar of Voters as required by applicable law. The City Clerk is hereby authorized and directed to work with the Fresno County Clerk/Registrar of Voters and take all steps necessary to cause placement of the Measure and any associated arguments, analysis, synopsis, summary, or ballot question on the ballot.

SECTION 15. The City Clerk and City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this Resolution and the Measure to be placed on the ballot as may be deemed necessary by the Fresno County Clerk/Registrar of Voters.

SECTION 16. CEQA. The adoption of this Resolution is not subject to environmental review under the California Environmental Quality Act (Public Resources Code section 21000 et seq.; "CEQA") and CEQA regulations (14 California Code of Regulations section 15000 et seq.) because the calling and noticing of a Special Municipal Election for the submission of a ballot measure to voters is not a project. The proposed tax measure establishes rules and procedures to implement government

funding mechanisms; does not involve any commitment to a specific project which could result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Resolution does not constitute a “project” that requires environmental review. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378, subds. (a), (b)(4), and (b)(5), 15064, subd. (d)(3).)

SECTION 16. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Resolution or its application to any person or circumstance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution or its application to other persons and circumstances. The City Council of the City of Mendota hereby declares that it would have adopted this Resolution and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional and, to that end, the provisions hereof are hereby declared to be severable.

Rolando Castro, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 26th day of July, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

EXHIBIT A TO RESOLUTION NO. 22-46

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

**AN ORDINANCE OF THE PEOPLE OF THE
CITY OF MENDOTA ADDING CHAPTER 3.14
TO TITLE 3 OF THE MENDOTA MUNICIPAL CODE
TO ENACT A MENDOTA GENERAL TRANSACTIONS
AND USE TAX TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION**

ORDINANCE NO. 22-__

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of Mendota (“City”) is authorized to levy a local Transactions and Use Tax for general purposes, subject to majority voter approval; and

WHEREAS, Article XIII C, Section 2, of the California Constitution requires general purpose taxes be submitted for voter approval at a general election unless an emergency is declared as the term “emergency” is used in Article XIII C, Section 2, Subdivision (b), of the California Constitution; and

WHEREAS, the City Council of the City of Mendota (“City”) called a Special Municipal Election and, on July 26, 2022, approved a ballot measure establishing a Mendota General Transactions and Use Tax for general purposes at a rate of one and one-quarter cent per dollar (1.25%) (the “Measure”), to be submitted to the voters of the City at the November 8, 2022, Statewide General Election; and

WHEREAS, if the Measure is approved by the voters by a majority vote, this Ordinance would establish a general Transactions and Use Tax to be deposited in the City’s General Fund for any lawful public purpose and the measures to implement and administer such tax; and

WHEREAS, this Ordinance, if approved by the City Council and Mendota voters, will be incorporated into the Mendota Municipal Code as Chapter 3.14 of Title 3.

NOW, THEREFORE, the People of the City of Mendota do ordain as follows:

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

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///

SECTION 2. Chapter 3.14, Mendota General Transactions and Use Tax, shall be added to Title 3 of the Mendota Municipal Code, and shall read as follows:

3.14.010 – Title.

This Chapter shall be known as the Mendota General Transactions and Use Tax Ordinance. The City of Mendota hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

3.14.020 – Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Chapter, the date of such adoption being as set forth below.

3.14.030 – Purpose.

This Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue

and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Chapter.

3.14.040 – Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.14.050 – Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

3.14.060 – Place of Sale.

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.14.070 – Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Chapter for storage, use or other consumption in said territory at the rate of 1.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.14.080 – Adoption of Provisions of State Law.

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

3.14.090 – Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Chapter.
 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - i. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - ii. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.14.100 – Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

3.14.110 – Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

i. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1

(commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- ii. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
- 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.
 - 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Chapter.
 - 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:
- 1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 - 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections

6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Chapter.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code

with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.14.120 – Amendments.

All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

3.14.130 – Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.14.140 – Severability.

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of the Chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

3.14.150 – Duration of Tax.

The authority to levy the tax imposed by this ordinance shall continue until this Chapter is repealed.

Section 3. 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 and People of the City of Mendota declare they would have passed the remainder of this Ordinance as if such invalid portion thereof had been deleted.

Section 4. CEQA. The adoption of this Ordinance is not subject to environmental review under the California Environmental Quality Act (Public Resources Code section 21000 et seq.; “CEQA”) and CEQA regulations (14 California Code of Regulations section 15000 et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Ordinance does not constitute a “project” that requires environmental

review. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378, subds. (a), (b)(4), and (b)(5), 15064, subd. (d)(3).)

SECTION 5. Approval by the City Council. Pursuant to Government Code section 53724 and Revenue and Taxation Code section 7285.9, this Ordinance was duly approved for placement on the ballot by a minimum two-thirds (2/3) vote of the City Council on July 26, 2022.

SECTION 6. Approval by the Voters; Effective Date. Pursuant to Elections Code section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of Mendota voting at the Statewide General Election on November 8, 2022. This Ordinance shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

Section 7. Certification. The Mayor will sign this Ordinance and the City Clerk will attest and certify its passage and adoption if a majority of voters voting in the Special Municipal Election consolidated with the General Municipal Election and Statewide General Election on Tuesday, November 8, 2022, approve the Measure approving this Ordinance.

PASSED, APPROVED, and ADOPTED by the People of the City of Mendota at a General Election held on November 8, 2022.

November 8, 2022:

YESSES:

NOES:

Rolando Castro, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

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

**AN ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF MENDOTA ADDING CHAPTER 3.14
TO TITLE 3 OF THE MENDOTA MUNICIPAL CODE
TO ENACT A MENDOTA GENERAL TRANSACTIONS
AND USE TAX TO BE ADMINISTERED BY THE
CALIFORNIA DEPARTMENT OF TAX AND FEE
ADMINISTRATION**

ORDINANCE NO. 22-03

WHEREAS, pursuant to California Revenue and Taxation Code section 7285.9 the City of Mendota (“City”) is authorized to levy a local Transactions and Use Tax for general purposes, subject to majority voter approval; and

WHEREAS, Article XIII C, Section 2, of the California Constitution requires general purpose taxes be submitted for voter approval at a general election unless an emergency is declared as the term “emergency” is used in Article XIII C, Section 2, Subdivision (b), of the California Constitution; and

WHEREAS, the City Council of the City of Mendota (“City”) called a Special Municipal Election and, on July 26, 2022, approved a ballot measure establishing a Mendota General Transactions and Use Tax for general purposes at a rate of one and one-quarter cent per dollar (1.25%) (the “Measure”), to be submitted to the voters of the City at the November 8, 2022, Statewide General Election; and

WHEREAS, if the Measure is approved by the voters by a majority vote, this Ordinance would establish a general Transactions and Use Tax to be deposited in the City’s General Fund for any lawful public purpose and the measures to implement and administer such tax; and

WHEREAS, the City Council wishes to adopt this Ordinance to establish the Mendota General Transactions and Use Tax as Chapter 3.14 of Title 3 of the Mendota Municipal Code, contingent upon Mendota’s voters approving the Measure.

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

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

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SECTION 2. Chapter 3.14, Mendota General Transactions and Use Tax, shall be added to Title 3 of the Mendota Municipal Code, and shall read as follows:

3.14.010 – Title.

This Chapter shall be known as the Mendota General Transactions and Use Tax Ordinance. The City of Mendota hereinafter shall be called "City." This Chapter shall be applicable in the incorporated territory of the City.

3.14.020 – Operative Date.

"Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this Chapter, the date of such adoption being as set forth below.

3.14.030 – Purpose.

This Chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.9 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if a majority of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.
- B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue

and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this Chapter.

3.14.040 – Contract with State.

Prior to the operative date, the City shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the California Department of Tax and Fee Administration prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

3.14.050 – Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of 1.25% of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this Chapter.

3.14.060 – Place of Sale.

For the purposes of this Chapter, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department of Tax and Fee Administration.

3.14.070 – Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this Chapter for storage, use or other consumption in said territory at the rate of 1.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

3.14.080 – Adoption of Provisions of State Law.

Except as otherwise provided in this Chapter and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this Chapter as though fully set forth herein.

3.14.090 – Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

- A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:
 1. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Treasury, or the Constitution of the State of California;
 2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this Chapter.
 3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - i. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - ii. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

1. "A retailer engaged in business in the District" shall also include any retailer that, in the preceding calendar year or the current calendar year, has total combined sales of tangible personal property in this state or for delivery in the State by the retailer and all persons related to the retailer that exceeds five hundred thousand dollars (\$500,000). For purposes of this section, a person is related to another person if both persons are related to each other pursuant to Section 267(b) of Title 26 of the United States Code and the regulations thereunder.

3.14.100 – Permit Not Required.

If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this Chapter.

3.14.110 – Exemptions and Exclusions.

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

i. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1

(commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

- ii. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
- 3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.
 - 4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this Chapter.
 - 5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- C. There are exempted from the use tax imposed by this Chapter, the storage, use or other consumption in this City of tangible personal property:
- 1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 - 2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections

6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this Chapter.
 4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this Chapter.
 5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.
 7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.
- D. Any person subject to use tax under this Chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code

with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

3.14.120 – Amendments.

All amendments subsequent to the effective date of this Chapter to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this Chapter, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this Chapter.

3.14.130 – Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this Chapter, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

3.14.140 – Severability.

If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of the Chapter and the application of such provision to other persons or circumstances shall not be affected thereby.

3.14.150 – Duration of Tax.

The authority to levy the tax imposed by this ordinance shall continue until this Chapter is repealed.

Section 3. 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 and People of the City of Mendota declare they would have passed the remainder of this Ordinance as if such invalid portion thereof had been deleted.

Section 4. CEQA. The adoption of this Ordinance is not subject to environmental review under the California Environmental Quality Act (Public Resources Code section 21000 et seq.; “CEQA”) and CEQA regulations (14 California Code of Regulations section 15000 et seq.) because it establishes rules and procedures to implement government funding mechanisms; does not involve any commitment to a specific project which could result in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment; and constitutes an organizational or administrative activity that will not result in direct or indirect physical changes in the environment. Accordingly, this Ordinance does not constitute a “project” that requires environmental

review. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., §§ 15378, subds. (a), (b)(4), and (b)(5), 15064, subd. (d)(3).)

SECTION 5. Approval by the Voters; Effective Date. Pursuant to Elections Code section 9217, this Ordinance shall be deemed adopted and take effect only if approved by a majority of the eligible voters of the City of Mendota voting at the Statewide General Election on November 8, 2022. This Ordinance shall be deemed adopted when the City Council has certified the results of that election by resolution and shall take effect ten (10) days thereafter.

* * * * *

The foregoing ordinance was introduced on the 26th day of July 2022 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 9th day of August 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

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: HOLDING THE DEVELOPMENT AGREEMENT ANNUAL REVIEW HEARING FOR LEFT MENDOTA I, LLC
DATE: JULY 26, 2022

ISSUE

Shall the City Council hold the Development Agreement Annual Review Hearing for Left Mendota I, LLC?

BACKGROUND

Government Code section 65865.1 provides development agreements “shall include provisions requiring periodic review at least every 12 months, at which time the applicant, or successor in interest thereto, shall be required to demonstrate good faith compliance with the terms of the agreement.” (Gov. Code, § 65865.1.) “If, as a result of such periodic review, the local agency finds and determines, on the basis of substantial evidence, that the applicant or successor in interest thereto has not complied in good faith with terms or conditions of the agreement, the local agency may terminate or modify the agreement.” (Gov. Code, § 65865.1.)

Section 8.2 of the Development Agreement with Left Mendota I, LLC (“Developer”) provides:

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

On Tuesday, July 19, 2022, the City of Mendota provided Developer a Notice of Annual Review of Development Agreement (the “Notice”). The Notice included the Development Agreement and all Resolutions and Ordinances related to its approval. The Notice also informed Developer that it would be permitted an opportunity to be heard orally or in writing regarding its performance under the Development Agreement at this hearing.

RECOMMENDATION

Staff recommends that the City Council discuss Left Mendota I, LLC's performance under the development agreement and provides direction to staff.

Attachment(s):

1. Notice of Annual Review Hearing
2. Development Agreements for Left Mendota I, LLC
3. Electronic Link to: Documents related to Development Agreement's Approval



CITY OF MENDOTA

"Cantaloupe Center Of The World"

NOTICE OF DEVELOPMENT AGREEMENT ANNUAL REVIEW HEARING Government Code § 65865.1

VIA U.S. MAIL:

Left Mendota I, LLC
1315 N. North Branch Street, Suite D
Chicago, IL 60642
Attention: Chris Lefkovitz

Katchko Vitiello & Karikomi, PC
11835 W. Olympic Blvd 860E
Los Angeles, CA 90064
Attention: Yelena Katchko, Esq.

Re: **Annual Review of Development Agreement, Mendota California
Left Mendota I, LLC**

To Whom It May Concern:

On Tuesday, July 26, 2022, at 6:00 p.m., the City of Mendota shall host an annual review hearing to determine the extent of your good faith, substantial compliance with the Development Agreement dated February 9, 2021, and then amended on November 9, 2021, between you and the City of Mendota (the "Hearing"). This annual review hearing is scheduled pursuant to Government Code section 65865.1 and Section 8.2 of the Development Agreement. During the Hearing, you shall be permitted an opportunity to be heard orally or in writing regarding your performance under the Development Agreement.

Pursuant to Section 8.2 of the Development Agreement, the City of Mendota has enclosed copies of all staff reports and agenda items related to your performance.

Please contact Cristian Gonzalez, City Manager for the City of Mendota, by phone at (559) 655-3291 or via email at cristian@cityofmendota.com if you have any concerns.

Very truly yours,

Celeste Cabrera-Garcia, MPA, CMC

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2021-0052041

FRESNO County Recorder
Paul Dictos, CPA

Tuesday, Mar 30, 2021 09:48:55 AM

Titles: 1 Pages: 44

Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
CITY OF MENDOTA	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103 & §27388.1(a)(2)(D)

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this 9th, day of February, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **LEFT MENDOTA I, LLC**, a Delaware limited liability company ("Developer"). City or Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

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

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

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

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in cultivation, manufacturing, distribution, delivery or testing

of Cannabis and Cannabis Products, as defined in Section 1.4 of this Agreement, in strict accordance with California Cannabis Laws, as defined in Section 1.4 of this Agreement, as they may be amended from time to time, and the Municipal Code of the City of Mendota as it existed on the Effective Date (the "Project"). The Project includes approximately 100,000 square feet of buildings for Commercial Cannabis Activity.

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

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

G. Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the fee simple owner or has an equitable interest in the real property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-280-15 (the "Site"), more particularly described in the legal description attached hereto as Exhibit A and the Site Map attached hereto as Exhibit B.

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

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

J. On February 27, 2018, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 18-02.

K. Pursuant to Government Code section 65867.5, on March 13, 2018, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 18-02.

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

M. Government Code section 65867 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

N. On December 15, 2020, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

O. On January 12, 2021, the City Council, in a duly noticed public hearing, introduced and conducted the first reading of Ordinance No. 21-04, an Ordinance of the Council of the City of Mendota Approving Amendments to the Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).

P. Pursuant to Government Code section 65867.5, on January 26, 2021, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 21-04.

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

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

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

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

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

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan. The intent of this Agreement is to amend and supersede the original Development Agreement No. 18-01 with MARIE STREET DEVELOPMENT, LLC ("Former Developer"), dated March 13, 2018, recorded on March 22, 2018 as Fresno County Recorded Instrument No. 2018-0033953, and any and all non-financial and terminable obligations of Former Developer therein. The City hereby finds as follows upon title to the Site vesting in Developer: (i) that Developer shall not be liable for any outstanding obligations or defaults of Former Developer under the original Development Agreement No. 18-01 and shall not be considered a successor-in-interest of the Former Developer for the purposes of Section 10.2 of the original Development Agreement; and (ii) that upon execution of this Agreement, there shall be

no outstanding amounts due to the City by Developer stemming from the original Development Agreement No. 18-01.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles I through 10 of this Agreement, the provisions of Articles I through 10 shall prevail.

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

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Notice of Non-performance Penalty
Exhibit D	Notice of Termination
Exhibit E	Assignment and Assumption Agreement

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

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

(i) "Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

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

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

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

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

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

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

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

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

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

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

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

(u) "Commercial Cannabis Activity" means to cultivate, manufacture, distribute, process, store, package, label, transport, deliver or test cannabis or cannabis products as provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.

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

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

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

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

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

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

(bb) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

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

(dd) "MCRSA" has the meaning set forth in Recital A.

(ee) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

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

(gg) "Mortgage" has the meaning set forth in Article 7.

(hh) "Non-Performance Penalty" has the meaning set forth in Section 4.3

(ii) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(jj) "Notice of Termination" has the meaning set forth in Section 9.1.

(kk) "Processing Costs" has the meaning set forth in Section 1.11.

(ll) "Project" has the meaning set forth in Recital D

(mm) "Project Litigation" has the meaning set forth in Section 10.7.

(nn) "Public Benefit Fees" has the meaning set forth in Section 4.2.

(oo) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(pp) "Site" has the meaning set forth in Recital G.

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

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

(ss) "State Taxing Authority" has the meaning set forth in Section 4.2.

(tt) "Subsequent City Approvals" has the meaning set forth in Section 3.1.

(uu) "Term" has the meaning described in Section 1.7.

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

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective and title to the Site is vested in the Developer (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is thirty (30) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

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

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

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

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

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

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

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Seven Thousand Five Hundred Dollars (\$7,500) with City to pay for the Application, all actual, reasonable fees and expenses incurred by City that are related to the preparation, processing and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and reasonable attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City.

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

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

ARTICLE 2
DEVELOPMENT OF PROPERTY

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

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

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

License Description	State License Type(s)
Cultivation Indoor	1A/2A/3A/5A
Cultivation Mixed Light	1B/2B/3B/5B
Cultivation	Processor
Cultivation Nursery	4
Manufacturing 1	6
Manufacturing 2	7
Laboratory Testing	8
Distribution	11
Non-storefront Retailer	9

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

definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

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

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

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

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

Section 2.8. Regulation by Other Government Entities. Developer acknowledges that City does not have authority or jurisdiction over any other government entities' ability to grant governmental

approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

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

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

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

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

with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

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

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

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

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

ARTICLE 4

PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

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

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefit upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that is commensurate with the private benefits conferred on Developer (the "Public Benefit Fees"). Developer acknowledges that the Public Benefit Fees provided for herein are greater than the annual fee provided for in Mendota Municipal Code section 17.99.070 and, despite this fact, voluntarily agrees to pay the fees acknowledging that the private benefits conferred are of equal or greater consideration to the fees, and waives any right to challenge said fees as a violation of any law. In consideration of the foregoing, Developer shall remit to City the following payments (collectively referred to as the "Public Benefit Amounts"):

(i) An annual payment of Eighty-Five Thousand Dollars (\$85,000) for each Non-Storefront Retailer Authorized License actively operating on the Site ("Non-Storefront Payment"), paid in equal payments of Twenty-One Thousand Two Hundred and Fifty Dollars (\$22,250) on the First (1st) business day of every Third (3rd) month; and

(ii) An annual payment of Two Hundred and Ten Thousand Dollars (\$210,000) paid in equal payments of Fifty-Two Thousand Five Hundred Dollars (\$52,500) on the First (1st) business day of every Third (3rd) month ("Quarterly Payment"); and

(iii) \$8.00 per square foot (the "Square Foot Charge") of the existing buildings on the premises allocated for Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in indoor cultivation, manufacturing, or distribution of cannabis or cannabis products *less* any Quarterly Payments that have been tendered to the City during the applicable period. The Square Foot Charge shall be paid to the City on the First (1st) Business Day of every 6th month throughout the Term. For purposes of clarification, the Square Foot Charge shall only become due as to that portion of the Site where the Developer or its tenants or assignees are actively engaging in Commercial Cannabis Activities, and with respect to indoor cultivation, the actual canopy space where indoor cultivation occurs. In the event the Developer or its tenants or assignees are not actively engaging in Commercial Cannabis Activities on the Site, the City shall only receive the Quarterly Payment. In the event the Developer or any of its tenants or assignees are actively engaging in Commercial Cannabis Activities on the Site, the Square Foot Charge shall be reduced by any Quarterly Payments already paid to the City; and

(iv) Fifty cents (\$0.50) per square foot of the canopy space in any structure used for mixed light cultivation type of Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in mixed-light cultivation of cannabis ("Greenhouse Payment"). The Greenhouse Payment shall be paid to the City on the First (1st) Business Day of every 3rd month of the Term. For the purposes of this Section, the Greenhouse Payment shall mean the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises).

(b) Developer shall remit the Non-Storefront Payment, Quarterly Payment, Square Foot Charge and Greenhouse Payment, as applicable, to City on as described in subdivision (a) of

this section. Failure to remit the Quarterly Payment, Non-Storefront Payment, and Square Foot Charge, and Greenhouse Payment as applicable, is a material breach of this Agreement.

(c) The Square Foot Charge referred to in subdivision (a) of this section shall be subject to a five percent (5%) increase at the commencement of the tenth (10th) year of the term (“First Adjustment Date”), the twentieth (20th) year of the Term (“Second Adjustment Date”), and the thirtieth (30th) year of the Term (the “Third Adjustment Date”). The Parties hereby agree that there shall be no further increases to the Square Foot Charge after the Third Adjustment Date for the remainder of the Term.

(d) Notification. At least thirty (30) days before the adjustment of the Square Foot Charge as provided in subdivision (c) of Section 4.2 of this Agreement, City shall notify Developer in writing of the amount of the new Square Foot Charge in effect until the next adjustment date. The City’s failure to provide Developer with advance notice of an increased Square Foot Charge prior to an adjustment date shall not be deemed a waiver of the City’s right and entitlement to receive said increased Square Foot Charge owed by Developer in any way.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer and its tenants within forty-five (45) calendar days of issuance of such license to a tenant and each annual renewal thereafter (“**State Licenses**”). Developer shall also provide City with a list of tenants that have received a rent credit for employing at least fifty percent (50%) of City residents in accordance with Section 4.8 of this Agreement within thirty (30) calendar days of each anniversary of the Effective Date of this Agreement (“**Local Workforce Report**”). Failure or refusal of Developer to pay the Public Benefit Amount shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit. Notwithstanding anything to the contrary herein, failure to provide copies of State Licenses or Local Workforce Report within the applicable time period shall not amount to a material default of this Agreement and shall not constitute grounds for the revocation or suspension of the Conditional Use Permit.

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

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

"Notice of Non-Performance Penalty," attached hereto as Exhibit C. Payment of the Non-Performance Penalty shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Penalty.

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

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

Section 4.8. Employing City Residents. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to construct, if necessary, operate the business(es) within the Project, and provide maintenance and security services to the Project, provided Developer has control over such hiring and employment. As part of such efforts, Developer agrees to include in any lease, license or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ local City residents for its business. Developer further agrees to provide a four percent (4%) base rent credit to any tenant whose workforce consists of at least fifty percent (50%) of local City residents at the end of each calendar year for the period the tenant's workforce meets the criteria set forth herein.

Section 4.9. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer understands and agrees that any failure to comply with this Section 4.9 shall constitute a material breach of this Agreement.

Section 4.10. Charitable Donation. Upon the full execution of this Agreement, Developer shall make a one-time donation in the amount of Ten Thousand Dollars (\$10,000) to a charity or program focused on drug education or rehabilitation as selected by the City.

Section 4.11. Site Beautification. Upon the full execution of this Agreement, Developer shall spend up to Ten Thousand Dollars (\$10,000) to clean up the vacant land portions of the Site and

building facades. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to complete this work.

ARTICLE 5

PUBLIC FACILITIES, SERVICES, AND UTILITIES

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

ARTICLE 6

INSURANCE AND INDEMNITY

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

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

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

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

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

Upon receiving notice of a claim, action, or proceeding, Developer shall assume the defense of the claim, action, or proceeding and the payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action prior to Developer's assumption of such defense. In the event City elects to contract with outside counsel, to provide for such a defense, City shall meet and confer with Developer regarding the selection of counsel, and Developer shall pay all costs related to retention of such counsel. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, approving counsel to defend City and settlement or other disposition

of the matter, provided the City shall not reject any reasonable good faith settlement. If City does reject a reasonable, good faith settlement that is acceptable to Developer, Developer may enter into a settlement of the action, as it relates to Developer, and City shall thereafter defend such action (including appeals) at its own cost and be solely responsible for any judgment rendered in connection with such action. This Section 6.3 applies exclusively to settlements pertaining to monetary damages or damages which are remedial by the payment of monetary compensation. The City's remedies are limited to that portion of the Project that is in breach of this Section 6.3.

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

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Notwithstanding the foregoing, nothing in this Section 6.5 shall amount to a waiver of Developer's right to exercise any of the administrative remedies available to Developer under applicable law and pursue any and all equitable remedies against the City in the event of the City's breach of this Agreement, including without limitation exercising its right to appeal, filing a Writ of Mandamus, or seeking specific performance.

ARTICLE 7

MORTGAGEE PROTECTION

This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for

value. This Agreement shall immediately be deemed in default and immediately terminate upon the foreclosure or transfer of any interest in the Site or Project, provided such foreclosure or the transfer of interest results in the change of Developer, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing, which authorization shall not be unreasonably withheld.

ARTICLE 8

DEFAULT

Section 8.1. General Provisions.

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

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

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

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

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

in the notice, or the defaulting Party is not diligently pursuing a cure, or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

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

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

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

Section 8.3. Estoppel Certificates. City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer' lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

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

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

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City or Developer may institute legal or equitable proceedings to cure, correct, or remedy any default,

enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to section 8.1 (c) of this Agreement.

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

ARTICLE 9

TERMINATION

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

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

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10

OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this

Agreement without the advance written consent of the City Manager, such consent shall not be unreasonably withheld or conditioned. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately terminate this Agreement as it applies to the assumed property. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as Exhibit E. Nothing in this Section 10.1 applies to the Developer's capitalization or ownership provisions.

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

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile or email (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile or email transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile or email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Mendota
 643 Quince Street
 Mendota, CA 93640
 Attention: City Manager

And to: Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Attention: John P. Kinsey, Esq.

If to Developer: Left Mendota I, LLC
1315 N North Branch St, Suite D
Chicago, IL 60642
Attention: Chris Lefkovitz

And to: Katchko Vitiello & Karikomi, PC
11835 W Olympic Blvd 860E
Los Angeles, California 90064
Attention: Yelena Katchko, Esq.

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Fresno, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS"). If the Parties cannot agree on an arbitrator within 30 days of the first notice by either Party of the need for arbitration, the arbitrator shall be chosen in accordance with the then current Rules of JAMS. The arbitrator shall apply California substantive law and shall have the power to enforce the rights, remedies, duties, liabilities and obligations of discovery by the imposition of the same terms, conditions and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the State of California. The arbitrator shall have the power to grant all legal and equitable remedies provided by California law and award compensatory damages provided by California law, except that punitive damages shall not be awarded. The arbitration award shall be final and binding upon the Parties and may be enforced through an action thereon brought in the Superior Court for the State of California in Los Angeles County.

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

or court of competent jurisdiction, that performance under this Agreement is not required because the Agreement is invalid, unenforceable, or illegal.

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

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

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

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

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

Section 10.11. Standard Terms and Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(q) **Confidentiality.** Both Parties agree to maintain the confidentiality of the other Party's "Confidential Information" under this Agreement and shall not disclose such information to third parties. "Confidential Information" shall include, but not be limited to, business plans, trade secrets, and industry knowledge. Confidential Information shall not apply to information that: (i) is in the public domain at the time of disclosures or (ii) is required to be disclosed pursuant to a court order, governmental authority, or existing state law.

[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”

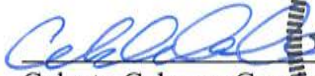
Date: February 25, 2021

CITY OF MENDOTA, CA
a California Municipal Corporation

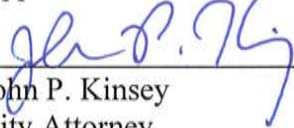


By: Cristian Gonzalez
Its: City Manager

Attest:


Celeste Cabrera-Garcia
City Clerk

Approved to as Form:

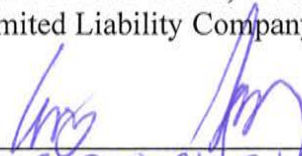

John P. Kinsey
City Attorney



“DEVELOPER”

Date: March 18th, 2021

LEFT MENDOTA I, LLC, a Delaware
Limited Liability Company



By: Christopher Lefkowitz
Its: Authorized Signer

“FORMER DEVELOPER”

Date: March 19, 2021

MARIE STREET DEVELOPMENT, a
California Limited Liability Company



By: Jonathan M Charak
Its: CEO

ACKNOWLEDGMENT

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

State of California
County of Fresno)

On February 25, 2021 before me, Celeste Cabrera-Garcia, Notary Public
(insert name and title of the officer)

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

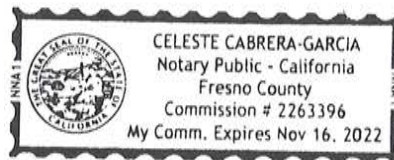
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)




Acknowledgment

STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 18th day of March, 2021 by Christopher Lefkowitz (name of person acknowledged.)



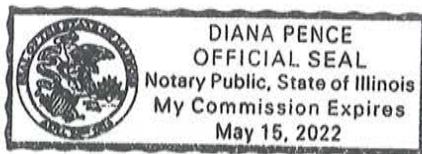
Notary Public

(SEAL)

Printed Name: Diana Pence

My Commission Expires:

May 15, 2022



Acknowledgment

STATE OF ILLINOIS

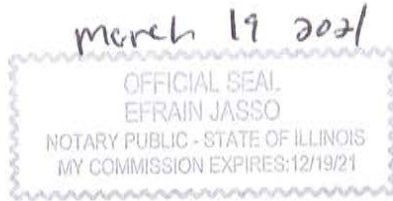
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 19 day of March, 2021 by Jonathan M Clark (name of person acknowledged.)



Notary Public

(SEAL)



Printed Name: Efrain Jasso

My Commission Expires:
12/19/21

Exhibit A

Legal Description

EXHIBIT A

Legal Description of the Land

The land referred to below is situated in the County of Fresno, State of California, and is described as follows:

Parcel 1:

That portion of the Southeast quarter of Section 31, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point on the East line of said Section 31, which bears North 0° 44' East, a distance of 646.62 feet from the Southeast corner of said Section; thence continuing along the Easterly line of said Section, North 0° 44' East, a distance of 973.11 feet; thence South 46° 44' West, a distance of 1249.23 feet to a point on the Northeasterly right of way line of Southern Pacific Railroad; thence South 43° 16' East, a distance of 700 feet along said Northeasterly right of way line; thence North 46° 44' East a distance of 573.25 feet to the Point of Beginning.

Excepting therefrom the Southwesterly 80 feet thereof as granted to the City of Mendota in Deed recorded May 3, 1973 in Book 6159, at Page 983, Instrument No. 41480, Fresno County Records.

APN: 013-280-15

Parcel 2:

That portion of the South half of the South half of the South half of Section 31, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, according to the Official Plat thereof, described as follows:

Beginning at the intersection of the South line of said Section 31, with the Westerly right of way line of the Southern Pacific Railroad Company's Right of Way; thence North 43° 16' West, 49.42 feet; thence North 49° 26' 1/2" West, 446.10 feet; thence South 46° 44' West 202 feet; thence South 43° 16' East, 258.78 feet to a point on the South line of said Section 31; thence along the South line of said Section, North 89° 57' East to the point of beginning.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances as heretofore reserved of record.

APN: 013-162-14S

Parcel 3:

A Tract of Land in Section 31, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, according to the Official Plat thereof, described as follows:

Beginning at a point in the Easterly boundary of said Section 31, distant therealong North 01° 30' 19" East 534.96 feet from the Southeast corner of said Section 31; thence leaving said Easterly boundary South 23° 45' 57" West 101.78 feet; thence South 45° 54' 32" West 335.44 feet; thence South 00° 05' 34" West 10.60

feet to a point in the Southwesterly boundary of that certain 2.53 acre Tract of Land described as Tract Three of Parcel F-26, F-27 and F-28 in that certain Declaration of Taking recorded on October 17, 1968, in Book 5626 Page 838 of Official Records; thence along said boundary North 42° 29' 41" West 138.48 feet; thence leaving said Southwesterly boundary along the Northwesterly boundary of said 2.53 acre Tract described in said Declaration of Taking, North 47° 30' 19" East 513.25 feet to a point in the Easterly boundary of said Section 31; thence leaving said Northwesterly boundary along the Easterly boundary of said Section 31, also being the Easterly boundary of said 2.53 acre Tract described in said Declaration of Taking South 01° 30' 19" West 111.71 feet to the Point of Beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances in and under said land and the right to remove the same provided that all digging, drilling or other extractive operations are conducted in such manner as not to interfere with the use of the land by, or any of the facilities of the United States as may be conclusively determined by it acting through the Secretary of the Interior or his duly authorized representative.

APN: 013-280-22S

Parcel 4:

A Tract of Land in the Southeast quarter of the Southeast quarter of Section 31, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, as per Plat thereof, described as follows:

Beginning at Point "A" of Tract 2 described in Court Order recorded October 17, 1968 as Instrument No. 74385 in Book 5626 Page(s) 838, of Official Records, said Point "A" also being a point on the North boundary of Parcel 5 in the Deed from O. F. Matheson, et al, recorded January 6, 1960 in Book 4322 Page(s) 602; thence running along said North boundary South 89° 16' 41" East 50.00 feet; thence leaving said North boundary South 46° 06' 38" West 70.22 feet to a point in the West boundary of said Tract 2, said point being distant North 83° 24' 33" West 128.40 feet from the Southeast corner of said Section 31; thence along said West boundary North 1° 29' 56" East 50.00 feet to the Point of Beginning.

Also excepting therefrom an undivided one-half of all oil, gas, hydrocarbons and other minerals in and under said land as granted to Paul Matheson, et ux, by Deed recorded June 6, 1969 in Book 5693 Page 721 of Official Records;

Also excepting therefrom an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege, and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials and supplies as may be property, necessary and usual and therein or thereon to explore, dig, mine and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land as reserved in the Deed recorded December 8, 1973, as Document No. 111142, in Book 6249 Page 144 of Official Records.

APN: 013-280-19

Parcel 5:

A Tract of Land in the Southeast quarter of the Southeast quarter of Section 31, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, in the City of Mendota, County of Fresno, State of California, as per Plat thereof, described as follows:

Beginning at Point "B" of Tract 3 described in Court Order recorded October 17, 1968 as Instrument No. 74385 in Book 5626 Page(s) 838, said Point "B" being a point in the South boundary of the land described in the Deed to Paul Matheson, et al, recorded September 8, 1964 in Book 5062 Page(s) 193 of Official Records; thence leaving said Southerly boundary and running along the Easterly boundary of said Tract 3 the following 2 courses: North 1° 29' 56" East 31.97 feet; thence North 18° 06' 05" East 293.7 feet; thence leaving said Easterly boundary South 89° 16' 41" East 119.54 feet to a point in the East line of said Section 31; thence running along said East line South 1° 30' 19" West 60.00 feet to a point in said South boundary, said point being distant along said East line North 1° 30' 19" East 63.13 feet from the Southeasterly corner of said Section 31; thence leaving said East line and running along said South boundary North 89° 16' 41" West 127.92 feet to the Point of Beginning.

Excepting therefrom any portion of said land lying Southeasterly of the right of way line of the Southern Pacific Railroad Company.

Also excepting an undivided one-half of all oil, gas, hydrocarbons and other minerals in and under said land as granted to Paul Matheson, et ux, by Deed recorded June 6, 1969 in Book 5693 Page 721, Official Records.

Also excepting an undivided one-fourth interest in and to all oil, gas, asphaltum and other hydrocarbons and minerals in or under said land, together with the right, privilege and easement to enter into and upon said property or any part thereof, in such manner and with such machinery, engines, tools, rigs, materials and supplies as may be proper, necessary and usual and therein or thereon to explore, dig, mine, and drill for the said reserved substances, and to erect buildings, barracks, tanks and other structures, usual, proper or necessary to extract, sever and remove all or any of the reserved portion of said substances from said land.

APN: 013-280-21S

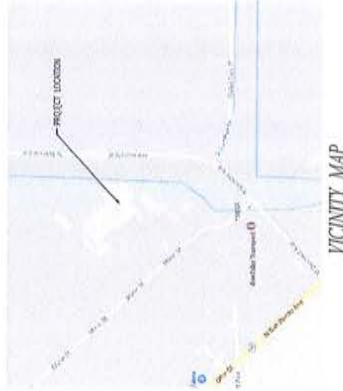
Assessor's Parcel Numbers(s):

- Parcel 1: 013-280-15
- Parcel 2: 013-162-14-S
- Parcel 3: 013-280-22-S
- Parcel 4: 013-280-19
- Parcel 5: 013-280-21-S

Exhibit B

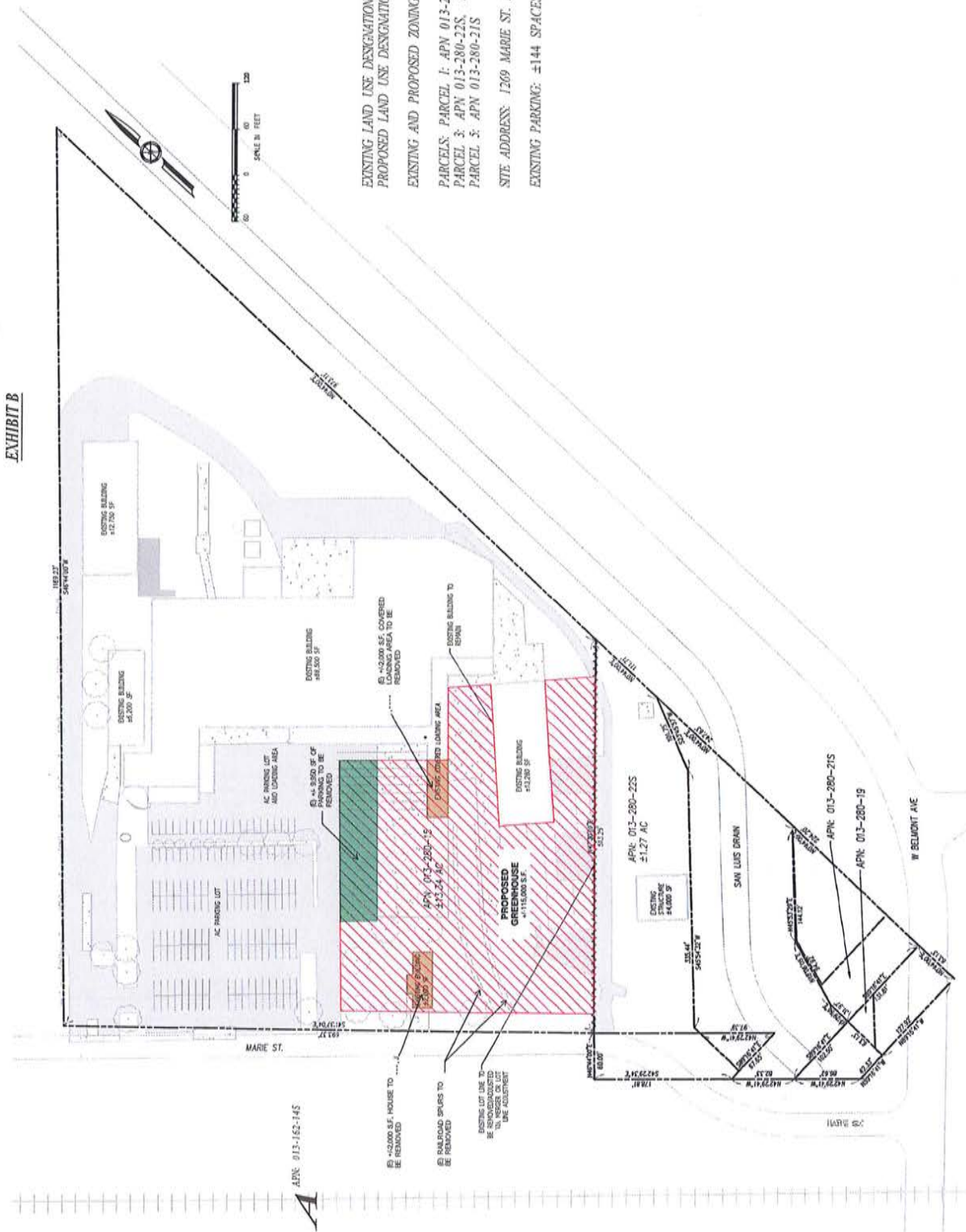
Site Map

EXHIBIT B



VICINITY MAP

EXISTING LAND USE DESIGNATION: PUBLIC QUASI PUBLIC
 PROPOSED LAND USE DESIGNATION: LIGHT INDUSTRIAL
 EXISTING AND PROPOSED ZONING DISTRICT: M-1 LIGHT MANUFACTURING
 PARCELS: PARCEL 1: APN 013-280-15, PARCEL 2: APN 013-162-145
 PARCEL 3: APN 013-280-225, PARCEL 4: APN 013-280-19
 PARCEL 5: APN 013-280-215
 SITE ADDRESS: 1269 MARIE ST. MENDOTA, CA
 EXISTING PARKING: ±144 SPACES



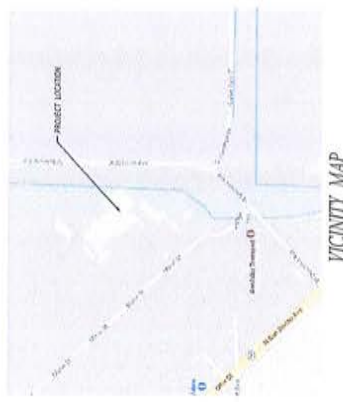
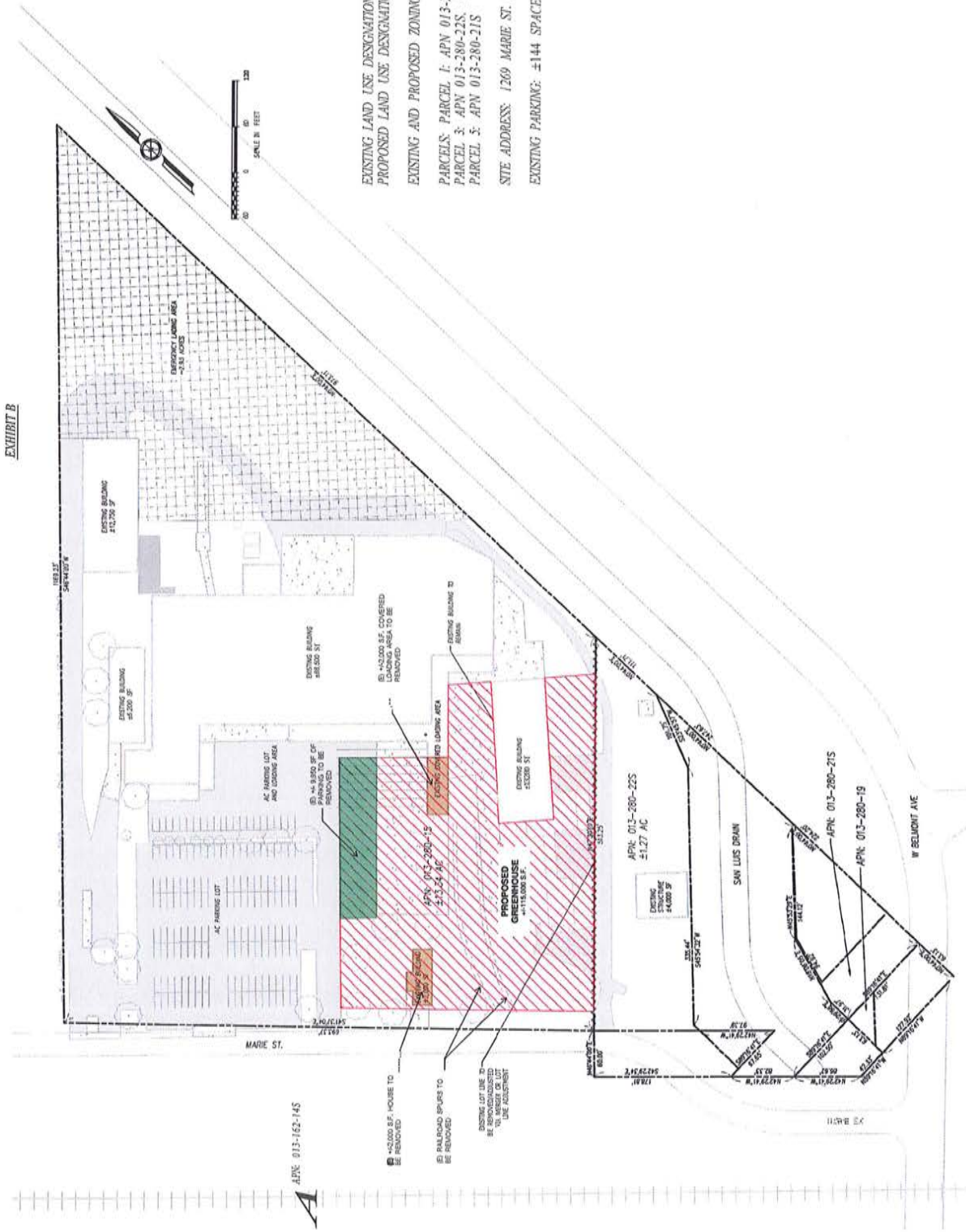
CUP SITE PLAN

THIS SITE PLAN IS BASED ON RECORD INFORMATION AND CREATED FROM AN AERIAL PHOTO. IT SHALL BE UTILIZED FOR ILLUSTRATIVE PURPOSES ONLY.
 12/10/2020
 SCALE 1" = 60'
 DRAWN BY: MY

CHE - SILVER CREEK
 1269 MARIE STREET, MENDOTA, CA

CARTWRIGHT/ORCA
 CIVIL ENGINEERING & PROJECT MANAGEMENT
 3010 LAWA RENDE COURT, SUITE 140
 MENDOTA, CALIFORNIA 95894
 (916) 834-1661
 WWW.CARTWRIGHTORCA.COM

EXHIBIT B



APN 013-162-145

EXISTING LAND USE DESIGNATION: PUBLIC OUSE PUBLIC
 PROPOSED LAND USE DESIGNATION: LIGHT INDUSTRIAL
 EXISTING AND PROPOSED ZONING DISTRICT: M-1 LIGHT MANUFACTURING
 PARCELS: PARCEL 1: APN 013-280-15, PARCEL 2: APN 013-162-145
 PARCEL 3: APN 013-280-22S, PARCEL 4: APN 013-280-19
 PARCEL 5: APN 013-280-21S
 SITE ADDRESS: 1269 MARIE ST. MENDOTA, CA
 EXISTING PARKING: ±144 SPACES

CARTWRIGHT/ORCAI
 CIVIL ENGINEERING & ARCHITECTURE
 300 LAKE ZENGE COURT, SUITE 140
 ROSELAND, CA 95742
 (916) 978-8881
 WWW.CARTWRIGHTORCAI.COM

CUP SITE PLAN WITH LANDING AREA
 GSA - SILVER CREEK
 1269 MARIE STREET, MENDOTA, CA

THIS SITE PLAN IS BASED ON RECORD INFORMATION AND CREATED FROM AN AERIAL PHOTO. IT SHALL BE UTILIZED FOR ILLUSTRATIVE PURPOSES ONLY.
 12/02/2020
 SCALE 1" = 60'
 DRAWN BY: AW

Exhibit C

Notice of Non-Performance Penalty

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota ("City") and LEFT MENDOTA I, LLC ("Developer") for the development of property located at 1269 Marie Street, Mendota, California 93640 ("Agreement"), if Developer fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty ("Notice") to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

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

City Manager
City of Mendota

Date

Exhibit D

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

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

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

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota ("City") and LEFT MENDOTA I, LLC ("Developer") for the development of property located at 1269 Marie Street, Mendota, California 93640 ("Agreement"), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

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

Title:
Entity:

Date

Exhibit E

Assignment and Assumption Agreement

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

RECITALS

- A. City and Assignor entered into a development agreement, dated _____, for the development of property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-15 (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;
- B. Pursuant to Article 10, Section 10.1 of the Development Agreement, Assignor may transfer all or part of its rights, title, and/or interests in all or a portion of Site, or Project, as those terms are defined in the Development Agreement, to any person, firm, corporation, or entity during the Term of the Development Agreement only with the advance written consent of the City Manager, who shall not unreasonably withhold or condition such consent;
- C. Assignor desires to transfer to Assignee some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;
- D. Assignee desires to assume some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;
- E. The City Manager has agreed to permit Assignor’s transfer of some or all of Assignor’s rights and obligations under the Development Agreement to Assignee, and to Assignee’s assumption of same, subject to the terms and conditions specified in this Agreement;
- F. The Parties intend through this Agreement to allow Assignor to transfer, and Assignee to assume, some or all of Assignor’s rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement.
- G. The City Council has conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

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

AGREEMENT

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

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

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

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

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

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

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

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

“City”

Date: _____, ____

CITY OF MENDOTA, CA
a California Municipal Corporation

By: Cristian Gonzalez
Its: City Manager

Attest:

City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

“Assignor”

Date: _____, ____

LEFT MENDOTA I, LLC, a Delaware Limited
Liability Company

By:
Its:

“Assignee”

Date: _____, ____

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

39



2022-0047656

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, Apr 13, 2022 12:21:06 PM

Titles: 1 Pages: 39

Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
CITY OF MENDOTA	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Recording Fee Exempt per Government Code §6103 + 27388.1(a)(2)(D) + 27383

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT ("Agreement") is made and entered into on this 9, day of November, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), and **LEFT MENDOTA I, LLC**, a Delaware limited liability company ("Developer"). City or Developer may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

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

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

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

D. Developer proposes to improve, develop, and use real property for the operation of Cannabis Businesses that engage in cultivation, manufacturing, distribution, delivery or testing

of Cannabis and Cannabis Products, as defined in Section 1.4 of this Agreement, in strict accordance with California Cannabis Laws, as defined in Section 1.4 of this Agreement, as they may be amended from time to time, and the Municipal Code of the City of Mendota as it existed on the Effective Date (the "Project"). The Project includes approximately 100,000 square feet of buildings and additional outdoor space for Commercial Cannabis Activity.

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

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

G. Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. Developer is the fee simple owner or has an equitable interest in the real property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-280-15 (the "Site"), more particularly described in the legal description attached hereto as Exhibit A and the Site Map attached hereto as Exhibit B.

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

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

J. On February 27, 2018, the City Council, in a duly noticed and conducted public hearing, and conducted the first reading of proposed Ordinance No. 18-02.

K. Pursuant to Government Code section 65867.5, on March 13, 2018, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 18-02.

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

M. On May 25, 2021, the City Council adopted Ordinance Nos. 21-07 and 21-08, revising the requirements applicable to the operation and entitlement of commercial cannabis businesses operating within the City.

N. Government Code section 65867 requires the Planning Commission to hold a public hearing to review an application for a development agreement.

O. On December 15, 2020, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

P. On January 12, 2021, the City Council, in a duly noticed public hearing, introduced and conducted the first reading of Ordinance No. 21-04, an Ordinance of the Council of the City of Mendota Approving Amendments to the Development Agreement No. 2018-01 in the matter of Application No. 20-24, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).

Q. Pursuant to Government Code section 65867.5, on January 26, 2021, the City Council reviewed, considered, adopted, and entered into the prior iteration of Agreement pursuant to Ordinance No. 21-04.

R. In its prior iteration, as adopted on January 26, 2021, this Agreement amended and superseded the original Development Agreement No. 18-01 with MARIE STREET DEVELOPMENT, LLC ("Former Developer"), dated March 13, 2018, Fresno County Recorded Instrument No. 20180033953, and any and all non-financial and terminable obligations of Former Developer therein. Former Developer executed the Agreement's prior iteration, and, as a result, is no longer a party to the Agreement and its amendments as contemplated herein.

S. On September 21, 2021, after a duly noticed and held Planning Commission meeting, the Planning Commission voted to recommend approval of Developer's application for an amended development agreement for the Project.

T. On October 26, 2021, the City Council, in a duly noticed public hearing, introduced and conducted the first reading of Ordinance No. 21-18, an Ordinance of the City Council of the City of Mendota Approving Amendments to the Development Agreement No. 18-01 in the matter of Application No. 20-04, the Left Mendota I, LLC Commercial Cannabis Project (APNs 013-280-15 & 22S).

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

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

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

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

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

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City's General Plan, including all text and maps in the General Plan. The City further finds (i) that Developer shall not be liable for any outstanding obligations or defaults of Former Developer under the original Development Agreement No. 18-01 and shall not be considered a successor-in-interest of the Former Developer for the purposes of Section 10.2 of the original Development Agreement; and (ii) that upon execution of this Agreement, there shall be no outstanding amounts due to the City by Developer stemming from the original Development Agreement No. 18-01.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

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

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description
Exhibit B	Site Map
Exhibit C	Notice of Non-performance Penalty
Exhibit D	Notice of Termination
Exhibit E	Assignment and Assumption Agreement

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

- (a) "Additional Insureds" has the meaning set forth in Section 6.1.
- (b) "Additional License" means a state license to operate a cannabis business pursuant to the California Cannabis Laws that is not an Authorized License.

(c) "Adult-Use Cannabis" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.

(d) "Agreement" means this Development Agreement, inclusive of all Exhibits attached hereto.

(e) "Application" means the application for a development agreement submitted by Developer to the City.

(f) "Assignment and Assumption Agreement" has the meaning set forth in Section 10.1.

(g) "AUMA" means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.

(h) "Authorized License" has the meaning set forth in Section 2.3.

(i) "Bureau" means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.

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

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

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

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

(n) "Cannabis Product" means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated

cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.

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

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

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

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

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

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

(u) "Commercial Cannabis Activity" means to cultivate, manufacture, distribute, process, store, package, label, transport, deliver, or test cannabis or cannabis products as provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.

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

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

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

(y) "Developed Portions of the Property" means the designated structure or structures and all land specified in the development agreement application and the corresponding conditional use permit that is owned, leased, or otherwise held under the control of Developer.

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

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

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

(cc) "Marijuana" has the same meaning as cannabis and those terms may be used interchangeably.

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

(ee) "MCRSA" has the meaning set forth in Recital A.

(ff) "Ministerial Fee" or "Ministerial Fees" has the meanings set forth in Section 4.1.

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

(hh) "Mortgage" has the meaning set forth in Article 7.

(ii) "Non-Performance Penalty" has the meaning set forth in Section 4.3

(jj) "Notice of Non-Performance Penalty" has the meaning set forth in Section 4.3.

(kk) "Notice of Termination" has the meaning set forth in Section 9.1.

(ll) "Processing Costs" has the meaning set forth in Section 1.11.

(mm) "Project" has the meaning set forth in Recital D.

(nn) "Project Litigation" has the meaning set forth in Section 10.7.

(oo) "Public Benefit Fees" has the meaning set forth in Section 4.2.

(pp) "Public Benefit Amount" has the meaning set forth in Section 4.2.

(qq) "Site" has the meaning set forth in Recital G.

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

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

(tt) "Subsequent City Approvals" has the meaning set forth in Section 3.1.

(uu) "Term" has the meaning described in Section 1.7.

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

Section 1.6. Effective Date of Agreement. This Agreement shall become effective upon the date that the ordinance approving this Agreement becomes effective and title to the Site is vested in the Developer (the "Effective Date").

Section 1.7. Term. The "Term" of this Agreement is thirty (30) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

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

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

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

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

Section 1.9. Amendment of Agreement. This Agreement shall be amended only by mutual consent of the Parties. All amendments shall be in writing. The City Council hereby expressly authorizes the City Manager to approve a Minor Amendment to this Agreement, upon notification of the City Council. A Major Amendment to this Agreement shall be approved by the City Council. The City Manager shall, on behalf of City, have sole discretion for City to determine if an amendment is a Minor Amendment or a Major Amendment. Nothing in this Agreement shall be construed as requiring a noticed public hearing, unless required by law.

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

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited Seven Thousand Five Hundred Dollars (\$7,500) with City to pay for the Application, all actual, reasonable fees and expenses incurred by City that are related to the preparation, processing, and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and reasonable attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City.

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

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

**ARTICLE 2
DEVELOPMENT OF PROPERTY**

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

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

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

License Description	State License Type(s)
Cultivation Indoor	1A/2A/3A/5A
Cultivation Mixed Light	1B/2B/3B/5B
Cultivation	Processor
Cultivation Nursery	4
Manufacturing 1	6

Manufacturing 2	7
Laboratory Testing	8
Distributor	11
Distributor Transport Only (Self-Distribution)	13
Non-storefront Retailer	9
Microbusiness*	12
*Microbusiness Licensees may not engage in Commercial Cannabis Activity associated with a Storefront Retailer license (Type 10), but may engage in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer license (Type 9), provided that they are included within the Non-Storefront Retailer designation for purposes of paying the Non-Storefront Payment laid out in Section 4.2 below.	

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

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

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

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

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

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

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

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

Section 2.11. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City or Developer shall provide the other Party with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City and Developer shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City and Developer will attempt to preserve the terms of this Agreement and the rights of Developer derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

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

ARTICLE 3

ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City shall permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely grant, pursuant to the terms of this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. The Subsequent City Approvals shall include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer with Subsequent City Approvals prior to,

or without complying with, all of the requirements in this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any applicable state law.

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

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

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

ARTICLE 4

PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

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

Section 4.2. Public Benefit.

(a) The Parties acknowledge and agree that this Agreement confers substantial private benefit upon Developer that will place burdens upon City infrastructure, services, and neighborhoods. Accordingly, the Parties intend to provide consideration to City to offset these impacts that is commensurate with the private benefits conferred on Developer (the "Public Benefit Fees"). Developer acknowledges that the Public Benefit Fees provided for herein are greater than the annual fee provided for in Mendota Municipal Code section 17.99.070 and, despite this fact, voluntarily agrees to pay the fees acknowledging that the private benefits conferred are of equal or greater consideration to the fees, and waives any right to challenge said fees as a violation of any law. In consideration of the foregoing, Developer shall remit to City the following payments (collectively referred to as the "Public Benefit Amounts"):

(i) An annual payment of Eighty-Five Thousand Dollars (\$85,000) for each Non-Storefront Retailer and Microbusiness Authorized License actively operating on the Site and engaging in Commercial Cannabis Activity usually associated with a Non-Storefront Retailer

license ("Non-Storefront Payment"), paid in equal payments of Twenty-One Thousand Two Hundred and Fifty Dollars (\$21,250) on the First (1st) business day of every Third (3rd) month; and

(ii) An annual payment of Two Hundred and Ten Thousand Dollars (\$210,000) paid in equal payments of Fifty-Two Thousand Five Hundred Dollars (\$52,500) on the First (1st) business day of every Third (3rd) month ("Quarterly Payment"); and

(iii) \$8.00 per square foot (the "Square Foot Charge") of the existing buildings on the premises allocated for Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in Commercial Cannabis Activity, including, but not limited to, indoor cultivation, manufacturing, distribution, or non-storefront retail of cannabis or cannabis products *less* any Quarterly Payments that have been tendered to the City during the applicable period. The Square Foot Charge shall be paid to the City on the First (1st) Business Day of every Sixth (6th) month throughout the Term. For purposes of clarification, the Square Foot Charge shall only become due as to that portion of the Site where the Developer or its tenants or assignees are actively engaging in Commercial Cannabis Activities, and with respect to indoor cultivation, the actual canopy space where indoor cultivation occurs. In the event the Developer or its tenants or assignees are not actively engaging in Commercial Cannabis Activities on the Site, the City shall only receive the Quarterly Payment. In the event the Developer or any of its tenants or assignees are actively engaging in Commercial Cannabis Activities on the Site, the Square Foot Charge shall be reduced by any Quarterly Payments already paid to the City; and

(iv) Fifty cents (\$0.50) per square foot of the canopy space in any structure used for mixed light cultivation type of Authorized Licenses, which are occupied by tenants and such tenants are actually engaging in mixed-light cultivation of cannabis ("Greenhouse Payment"). The Greenhouse Payment shall be paid to the City on the First (1st) Business Day of every third (3rd) month of the Term. For the purposes of this Section, the Greenhouse Payment shall mean the actual amount of canopy (measured by the aggregate area of vegetative growth of live cannabis plants on the premises).

(b) Developer shall remit the Non-Storefront Payment, Quarterly Payment, Square Foot Charge, and Greenhouse Payment, as applicable, to City on as described in subdivision (a) of this section. Failure to remit the Quarterly Payment, Non-Storefront Payment, and Square Foot Charge, and Greenhouse Payment as applicable, is a material breach of this Agreement.

(c) The Square Foot Charge referred to in subdivision (a)(iii) of this section shall be subject to a five percent (5%) increase at the commencement of the tenth (10th) year of the term ("First Adjustment Date"), the twentieth (20th) year of the Term ("Second Adjustment Date"), and the thirtieth (30th) year of the Term (the "Third Adjustment Date"). The Parties hereby agree that there shall be no further increases to the Square Foot Charge after the Third Adjustment Date for the remainder of the Term.

(d) Notification. At least thirty (30) days before the adjustment of the Square Foot Charge as provided in subdivision (c) of Section 4.2 of this Agreement, City shall notify Developer in writing of the amount of the new Square Foot Charge in effect until the next adjustment date. The City's failure to provide Developer with advance notice of an increased

Square Foot Charge prior to an adjustment date shall not be deemed a waiver of the City's right and entitlement to receive said increased Square Foot Charge owed by Developer in any way.

Section 4.3. Reporting. Developer shall provide City with copies of Authorized Licenses issued by a State Licensing Authority to Developer and its tenants within forty-five (45) calendar days of issuance of such license to a tenant and each annual renewal thereafter ("State Licenses"). Developer shall also provide City with a list of tenants that have received a rent credit for employing at least fifty percent (50%) of City residents in accordance with Section 4.8 of this Agreement within thirty (30) calendar days of each anniversary of the Effective Date of this Agreement ("Local Workforce Report"). Failure or refusal of Developer to pay the Public Benefit Amount shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit. Notwithstanding anything to the contrary herein, failure to provide copies of State Licenses or Local Workforce Report within the applicable time period shall not amount to a material default of this Agreement and shall not constitute grounds for the revocation or suspension of the Conditional Use Permit.

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

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

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

Section 4.7. Exempt from City Tax. For the Term of this Agreement, Developer shall be exempt from any City tax on commercial cannabis businesses. Notwithstanding the foregoing, Developer and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general

applicability enacted by the federal government, state government, or County of Fresno, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event that the City applies a new tax on commercial cannabis businesses, the City shall refund or credit the amount owed as Public Benefit Amount by an equal amount up to the amount of Public Benefit Amount owed to the Developer and any assuming owner proportional to the percentage ownership share of the gross land area of the Site. For the purposes of clarification, other than the Public Benefit Amount, the Processing Fees, and any other fees contemplated pursuant to this Agreement, Developer shall be exempt from any and all City taxes and fees relating to commercial cannabis activity and commercial cannabis businesses passed following the execution of this Agreement.

Section 4.8. Employing City Residents. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to construct, if necessary, operate the business(es) within the Project, and provide maintenance and security services to the Project, provided Developer has control over such hiring and employment. As part of such efforts, Developer agrees to include in any lease, license or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ local City residents for its business. Developer further agrees to provide a four percent (4%) base rent credit to any tenant whose workforce consists of at least fifty percent (50%) of local City residents at the end of each calendar year for the period the tenant's workforce meets the criteria set forth herein.

Section 4.9. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer understands and agrees that any failure to comply with this Section 4.9 shall constitute a material breach of this Agreement.

Section 4.10. Charitable Donation. Upon the full execution of this Agreement, Developer shall make a one-time donation in the amount of Ten Thousand Dollars (\$10,000) to a charity or program focused on drug education or rehabilitation as selected by the City.

Section 4.11. Site Beautification. Upon the full execution of this Agreement, Developer shall spend up to Ten Thousand Dollars (\$10,000) to clean up the vacant land portions of the Site and building facades. Developer agrees to use its best efforts to promote the hiring and employment of local City residents to complete this work.

ARTICLE 5

PUBLIC FACILITIES, SERVICES, AND UTILITIES

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

ARTICLE 6
INSURANCE AND INDEMNITY

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

(iii) Contain standard separation of insured provisions.

(c) **Workers' Compensation Insurance.** Developer shall take out and maintain during the Term of this Agreement, workers' compensation insurance for all of Developer's employees employed at or on the Project, and in the case any of the work is subcontracted, Developer shall require any general contractor or subcontractor similarly to provide workers' compensation insurance for such contractor's or subcontractor's employees, unless such employees are covered by the protection afforded by Developer. In case any class of employee engaged in work on the Project is not protected under any workers' compensation law, Developer shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of employees not otherwise protected. Developer hereby indemnifies City for any

damage resulting from failure of Developer, its agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

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

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

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

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

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

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

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

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

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer and, therefore, Developer hereby waives all claims for damages against City for breach of this Agreement. Developer further acknowledges that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer therefore waives all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer is opposed. Developer further acknowledges that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Notwithstanding the foregoing, nothing in this Section 6.5 shall amount to a waiver of Developer's right to exercise any of the administrative remedies available to Developer under applicable law and pursue any and all equitable remedies against the City in the event of the City's breach of this Agreement, including without limitation exercising its right to appeal, filing a Writ of Mandamus, or seeking specific performance.

ARTICLE 7

MORTGAGEE PROTECTION

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

ARTICLE 8
DEFAULT

Section 8.1. General Provisions.

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

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

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

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

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

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

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

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

Section 8.3. Estoppel Certificates. City shall, with at least twenty (20) calendar days prior written notice, execute, acknowledge, and deliver to Developer, Developer's lender, potential investors, or assignees an Estoppel Certificate in writing which certifies that this Agreement is in full force and effect, that there are no breaches or defaults under the Agreement, and that the Agreement has not been modified or terminated and is enforceable in accordance with its terms and conditions.

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

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

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

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

ARTICLE 9 TERMINATION

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

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

Section 9.3. Effect of Termination on City's Obligations. Termination of this Agreement shall eliminate any further obligation of City to comply with this Agreement, or some portion thereof, if such termination relates to only part of the Site or Project. Termination of this Agreement shall not, however, eliminate the rights of City to seek any applicable and available remedies or damages based upon acts or omissions occurring before termination.

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.8, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. Developer shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager, such consent shall not be unreasonably withheld or conditioned. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediately

terminate this Agreement as it applies to the assumed property. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City and Developer shall execute an "Assignment and Assumption Agreement" in the form attached hereto as Exhibit E. Nothing in this Section 10.1 applies to the Developer's capitalization or ownership provisions.

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

Section 10.3. Notices. Any notice or communication required hereunder between City and Developer must be in writing, and may be given either personally, by facsimile or email (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile or email transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile or email after 5:00 p.m. on a normal business day, or on a Saturday, Sunday, or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered, as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to City: City of Mendota
643 Quince Street
Mendota, CA 93640
Attention: City Manager

And to: Wanger Jones Helsley PC
265 E. River Park Circle, Suite 310
Fresno, California 93720
Attention: John P. Kinsey, Esq.

If to Developer: Left Mendota I, LLC
1315 N North Branch St, Suite D
Chicago, IL 60642
Attention: Chris Lefkovitz

And to: Katchko Vitiello & Karikomi, PC
11835 W Olympic Blvd 860E
Los Angeles, California 90064
Attention: Yelena Katchko, Esq.

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Fresno, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”). If the Parties cannot agree on an arbitrator within 30 days of the first notice by either Party of the need for arbitration, the arbitrator shall be chosen in accordance with the then current Rules of JAMS. The arbitrator shall apply California substantive law and shall have the power to enforce the rights, remedies, duties, liabilities and obligations of discovery by the imposition of the same terms, conditions and penalties as can be imposed in like circumstances in a civil action by a court of competent jurisdiction of the State of California. The arbitrator shall have the power to grant all legal and equitable remedies provided by California law and award compensatory damages provided by California law, except that punitive damages shall not be awarded. The arbitration award shall be final and binding upon the Parties and may be enforced through an action thereon brought in the Superior Court for the State of California in Los Angeles County.

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

Section 10.6. Cumulative Remedies. In addition to any other rights or remedies, City and Developer may institute legal or equitable proceedings to cure, correct, or remedy any default, to

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

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

Section 10.8. Constructive Notice and Acceptance. Every person who after the Effective Date and recording of this Agreement owns or acquires any right, title, or interest to any portion of the Site is and shall be conclusively deemed to have consented and agreed to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

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

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

Section 10.11. Standard Terms and Conditions.

- (a) **Venue.** Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Fresno.
- (b) **Waiver.** A waiver by any Party of any breach of any term, covenant, or condition herein contained or a waiver of any right or remedy of such Party available hereunder, at law or in equity, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained or of any continued or subsequent right to the same right or remedy. No Party shall be deemed to have made any such waiver unless it is in writing and signed by the Party so waiving.
- (c) **Completeness of Instrument.** This Agreement, together with its specific references, attachments, and Exhibits, constitutes all of the agreements, understandings, representations, conditions, warranties, and covenants made by and between the Parties hereto. Unless set forth herein, no Party to this Agreement shall be liable for any representations made, express or implied.
- (d) **Supersedes Prior Agreement.** It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, written, electronic, or oral, between the Parties hereto with respect to the Site and the Project.
- (e) **Captions.** The captions of this Agreement are for convenience and reference only and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
- (f) **Number and Gender.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations, partnerships, firms, or associations, wherever the context requires.
- (g) **Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" or "can" are permissive.
- (h) **Term Includes Extensions.** All references to the Term of this Agreement shall include any extensions of such Term.
- (i) **Counterparts.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- (j) **Other Documents.** The Parties agree that they shall cooperate in good faith to accomplish the objectives of this Agreement and, to that end, agree to execute and deliver such other instruments or documents as may be necessary and convenient to fulfill the purposes and intentions of this Agreement.
- (k) **Time is of the Essence.** Time is of the essence in this Agreement in each covenant, term, and condition herein.

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

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

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

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

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

(q) **Confidentiality.** Both Parties agree to maintain the confidentiality of the other Party's "Confidential Information" under this Agreement and shall not disclose such information to third parties. "Confidential Information" shall include, but not be limited to, business plans, trade secrets, and industry knowledge. Confidential Information shall not apply to information that: (i) is in the public domain at the time of disclosures or (ii) is required to be disclosed pursuant to a court order, governmental authority, or existing state law.

[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”

“DEVELOPER”

Date: November 12, 2021

Date: March 3rd, 2021


CITY OF MENDOTA, CA
a California Municipal Corporation

LEFT MENDOTA I, LLC, a Delaware
Limited Liability Company


By: Cristian Gonzalez
Its: City Manager

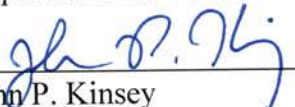

By: Chris Lefkowitz
Its: Authorized signatory

Attest:


Celeste Cabrera-Garcia
City Clerk



Approved to as Form:


John P. Kinsey
City Attorney

ACKNOWLEDGMENT

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

State of California
County of Fresno)

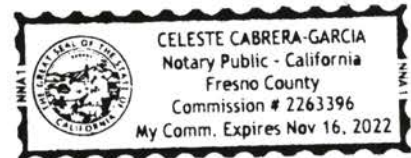
On November 12, 2021 before me, Celeste Cabrera-Garcia, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



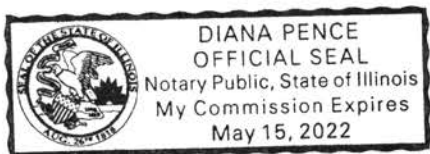
ILLINOIS NOTARY ACKNOWLEDGMENT

State of Illinois

County of COOK

This instrument was acknowledged before me on March 3, 2022 (date) by
CHRIS LEFKOVITZ (name of person acknowledged).

(Seal)



[Handwritten Signature]

(Signature of person taking acknowledgment)

Notary, Diana Pence

(Title or rank)

(Serial number, if any)

Exhibit A

Legal Description

Exhibit B

Site Map

Exhibit C

Notice of Non-Performance Penalty

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota ("City") and LEFT MENDOTA I, LLC ("Developer") for the development of property located at 1269 Marie Street, Mendota, California 93640 ("Agreement"), if Developer fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty ("Notice") to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

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

City Manager
City of Mendota

Date

Exhibit D

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

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

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

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota ("City") and LEFT MENDOTA I, LLC ("Developer") for the development of property located at 1269 Marie Street, Mendota, California 93640 ("Agreement"), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

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

Title:
Entity:

Date

Exhibit E

Assignment and Assumption Agreement

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

RECITALS

A. City and Assignor entered into a development agreement, dated _____, for the development of property located at 1269 Marie Street, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-280-15 (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;

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

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

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

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

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

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

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

AGREEMENT

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

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

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

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

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

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

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

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

“City”

Date: _____, ____

CITY OF MENDOTA, CA
a California Municipal Corporation

By: Cristian Gonzalez
Its: City Manager

Attest:

City Clerk

Approved to as Form:

John P. Kinsey
City Attorney

“Assignor”

Date: _____, ____

LEFT MENDOTA I, LLC, a Delaware Limited
Liability Company

By:
Its:

“Assignee”

Date: _____, ____

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

**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 12.20 OF TITLE 12 OF THE
MENDOTA MUNICIPAL CODE TO
PROMOTE ACCESS TO CITY PARK
AND RECREATION FACILITIES**

ORDINANCE NO. 22-02

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

WHEREAS, the City has invested substantial funds and work into building and maintaining its park and recreation areas to promote the public health and satisfaction of its citizens; and

WHEREAS, the City has received citizen requests that the City’s parks and recreation areas be opened to general public use and be made more available to the public; and

WHEREAS, Chapter 12.20 of the Mendota Municipal Code (“MMC”) governs the public’s use of City-owned parks and recreation areas; and

WHEREAS, among other things, Chapter 12.20 of the MMC requires advertised gatherings and gatherings of twenty-five or more persons to obtain an exclusive use permit prior to using City-owned parks and recreation areas; and

WHEREAS, at its regular meetings in April, May, and June 2022, the City Council discussed its concerns regarding balancing expanded public access to the City’s parks and recreation areas with the preservation of these facilities and continued enforcement of exclusive use permits; and

WHEREAS, the City Council has determined revisions to Chapter 12.20 of the MMC are required to ensure the public has expanded access to City parks and recreation areas while providing for consistent enforcement of exclusive use permits.

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 12.20.010 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.010 - Purpose.

This Chapter is intended to promote the full use of City parks, recreation areas, and facilities.

SECTION 3. Section 12.20.020 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.020 - Definitions.

The following words and phrases, whenever used in this Chapter, shall be construed as defined in this Section:

"Amplified music" means music projected and transmitted by electronic equipment, including amplifiers, the total output of which, including the sum of the wattage output of each channel, exceeds twenty-five (25) watts.

"Amplified speech" means speech projected and transmitted by electronic equipment including amplifiers, the total output of which, including the sum of the wattage output of each channel, exceeds twenty-five (25) watts.

"Benefit to the community" means the amount of money that will be gained by a Mendota-based nonprofit organization for use in furthering athletic, recreational, cultural, educational, or charitable activities in the City.

"Building" means a structure under the supervision of the City established as a community center or recreational and/or meeting facility, and is considered for the purposes of permits, pursuant to this Chapter, as a park.

"Park" or "recreation area" means City-owned grounds, parks, and public areas devoted to park or recreational purposes.

"Permit" means a written authorization issued by the City for **exclusive** use of a park area or building as provided for in this Chapter.

"Persons" means individuals, associations, partnerships, corporations, and other legal entities.

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SECTION 4. Section 12.20.030 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.030 - Compliance with Chapter Required.

It is unlawful for any person to enter or remain in any City park, recreation area, facility, or building of the City unless he/she complies with all of the regulations set forth in this Chapter which applicable apply to such City park, recreation area, facility, or building.

SECTION 5. Section 12.20.040 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.040 – Exclusive Use Permits, Generally.

- A. No City park area, recreation area, building, or facility may be used for any pre-advertised assembly or by groups of twenty-five (25) or more persons without an exclusive use permit issued under Section 12.20.120. All applications for permits must be signed by an adult who shall agree to be responsible for the requested use of the City park area, recreation area, facility, or building. The execution of a permit application and acceptance of the issued permit shall constitute the applicant's consent and acceptance of all permit conditions and all restrictions and requirements set forth in this Chapter.
- B. All ~~park~~ events and activities at City parks, recreation areas, facilities, or buildings shall be conducted in strict compliance with the requirements and restrictions contained in this Chapter and all permit conditions, which shall include the statements and information set forth in the permit application and all provisions set forth in the promoter's agreement. Any park event or activity conducted in violation of any permit condition, ~~and all provisions set forth in the promoter's agreement,~~ any of the provisions of this Chapter, or the provisions of the promoter's ~~agreement~~ agreement may be summarily terminated by the City and the permit shall be deemed revoked.

SECTION 6. Section 12.20.050 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.050 - Permit Applications, Timing.

- A. Applications for exclusive use permits shall be filed with the City during the month of February annually. All such permit applications for the use of any City park, recreation area, facility, or building shall be considered by the City Council at its first regular meeting in March annually. All applications for the exclusive use of any City park, recreation area, facility, or building submitted after this annual process shall be

approved or denied by the City Manager, and shall be deemed secondary to Council-approved permits in the event of a conflict.

- B.** The City Council and City Manager shall consider the financial and other benefits to the people of Mendota that are likely to result from each of the proposed park events, and shall issue permits to those events which will provide the most overall benefit to the community. ~~"Benefit to the community," for purposes of this Chapter, includes the amount of money that will be gained by a Mendota based nonprofit organization for use in furthering athletic, recreational, cultural, educational or charitable activities in the city.~~

SECTION 7. Section 12.20.060 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.060 - Contents of Permit Application.

All applications for an exclusive use permit shall contain the following information:

- A. The name of the applicant, the sponsoring organization, and the person(s) in charge of the proposed event or activity;
- B. The addresses and telephone numbers of those **persons and/or entities** named in **pursuant to S**ubsection (A) of this **S**ection;
- C. The date(s) and time(s) of the proposed event or activity;
- D. The number of persons expected to attend the proposed event or activity;
- E. A full description of all proposed activities, including, **but not limited to**, equipment and vehicles to be brought into the City park, **recreation area, facility, or building**, the nature and duration of the use of such equipment, and the nature and duration of the use of any amplified sound equipment;
- F. Whether alcoholic beverages will be sold or served;
- G. Whether the proposed event or activity will be promoted by any person for a fee or a share of the proceeds of the event or activity;
- H. The names, addresses, and telephone numbers of the event or activity sponsor(s) and promoter(s);
- I. The specific City park area, **recreation area, facility, or building** requested for exclusive use;
- J. A full description of all entertainment to be provided at the proposed event or activity;

- K. If the event or activity is a ~~fund-raiser~~ **fundraiser**, the purpose(s) of the ~~fund-raising~~ **fundraising** activities shall be described in full;
- L. The charge to be imposed for admission to the activity or event in the **City** park, **recreation area, facility, or building** (not including amusement park rides), including, **but not limited to**, a full description of how the proceeds from such admission charge will be distributed among the applicant, promoter(**s**), and any other person(s);
- M. A statement explaining the benefits likely to be derived by the community as a result of the proposed activity or event; and
- N. Such other information as may be requested by the **City Council or City Manager** ~~or council~~.

SECTION 8. Section 12.20.070 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.070 - Action on **Permit Application**.

The decision granting or denying an **exclusive use permit** application shall be mailed to the applicant. Denials shall state the reason or reasons for the denial.

SECTION 9. Section 12.20.080 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.080 - Grounds for **Denial of Permit Application**.

The city shall deny the application if it finds that any of the following exist:

- A. That the proposed activity is of a size or nature that will entail unusual expense to the **City** or will require special police operations;
- B. That the applicant has failed to agree to provide a reasonable means of informing all the persons participating in the proposed activity of the terms and conditions of such permit;
- C. That the proposed activity or use will unreasonably interfere with or detract from the promotion of public health, welfare, safety, or recreational activities in the **City**;
- D. That the applicant refused to agree in writing to comply with all lawful conditions of the permit;
- E. That the applicant failed to file a timely application (twenty-one (21) business days before the event); **or**

- F. That the application failed to adequately specify and inform the City of all the information required by Section 12.20.060 to the satisfaction of the City.

SECTION 10. Section 12.20.090 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.090 - Fees and Deposits.

Every applicant for an exclusive use permit shall pay fees and deposits as set by resolution of the City Council.

SECTION 11. Section 12.20.100 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.100 - Violations.

Any violation of the restrictions in this Chapter, conditions upon an exclusive use permit, provisions of a promoter's agreement, or established park rule, shall be an infraction. ~~subject to a fine set by resolution of the city council.~~

SECTION 12. Section 12.20.110 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.110 - Indemnity and Financial Responsibility.

All persons to whom an exclusive use permit has been granted must provide the City with certificates of insurance evidencing liability and property damage limits with a combined single limit of not less than one million dollars (\$1,000,000.00), with a deductible of no more than five hundred dollars (\$500.00), and which shall specify the City and the applicant as named insureds. The certificate of insurance shall be filed with the City at the time of application for an exclusive use permit. Failure to submit the certificate with the application will result in immediate and automatic rejection of the ~~permit~~ application.

SECTION 13. Section 12.20.120 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.120 - Exclusive Use of Facilities.

The City's park and recreation facilities may be made available for the exclusive use of persons and groups subject to the issuance of a permit as provided in this Section:

- A. ~~Exclusive Use Permit for Park Facility.~~ Permits for the exclusive use of any park, recreation area, building, or facility for which an admission fee will be charged, shall be subject to review by the City Council, and special fees may be assessed.

B. Events sponsored by the City shall not be subject to the provisions of this Section.

C. ~~Such~~ Exclusive use permits must meet all conditions listed in this Chapter.

SECTION 14. Section 12.20.130 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.130 - Hours of Operation.

All public parks, facilities, buildings, and recreation facilities shall be closed to the public between the hours of eleven p.m. and seven a.m. unless their use during such time is authorized by a special permit issued by the City Council.

SECTION 15. Section 12.20.140 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.140 - Interference with Use by Permittee.

No person within any City park, recreation area, facility, or building shall use, or attempt to use, or interfere with the use of any table, space, or facility within said park, recreation area, facility, or building, ~~which at~~ during the time is reserved for any other person or group ~~which has received~~ pursuant to an exclusive use permit from the City.

SECTION 16. Section 12.20.150 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.150 - Weapons.

No person shall discharge or shoot any firearm, air gun, slingshot, or bow and arrow in any City park, recreation area, facility, or building, except at places designated and posted specifically for such purpose.

SECTION 17. Section 12.20.170 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.170 - Parking.

No person shall operate or park any vehicle as defined in the California Vehicle Code within a City park, recreation area, facility, or building, except upon areas designated for such use.

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SECTION 18. Section 12.20.180 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.180 - Solicitation.

No person shall solicit, in any manner or for any purpose, or sell, or offer for sale any goods, wares, or merchandise in any **City park, recreation area, facility, or building** except as expressly authorized by permit.

SECTION 19. Section 12.20.190 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.190 - Marking, ~~I~~njuring, or ~~D~~isturbing any ~~S~~tructure.

No person other than a duly authorized **C**ity employee **or contractor** in the performance of his **their** duty shall:

- A. Cut, break, injure, deface, or disturb any rock, building, cage, pen, monument, sign, fence, bench, structure, apparatus, equipment, or property at a **City park, recreation area, facility, or building**;
- B. Mark or place thereon any mark, writing, or printing; **or**
- C. Attach thereto any sign, card, display, or other similar device, except as authorized by permit.

SECTION 20. Section 12.20.200 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.200 - Fires.

No persons shall light or maintain any fire in any municipal **City park, recreation area, building, or facility**, unless such fire is lit and maintained only in a stove, or fire circle, or specific place provided for such purpose **by the City**.

SECTION 21. Section 12.20.210 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.210 - Litter.

No person within any **City park, recreation area, building, or** facility shall leave any garbage, trash, cans, bottles, papers, or other refuse elsewhere than in the receptacles provided therefor **for such purpose by the City**.

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SECTION 22. Section 12.20.220 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.220 - Glass **C**ontainers.

No person shall use or possess any glass beverage container within any **C**ity-owned park, **recreation area, building, or facility.**

SECTION 23. Section 12.20.230 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.230 - Flora.

No person other than a duly authorized **C**ity employee **or contractor** in the performance of his **their** duty or persons participating in **C**ity-sponsored activities shall dig, remove, destroy, injure, mutilate, cut, or attach any wire, rope, or contrivance to any tree, plant, shrub, bloom, or flower, or any portion thereof, growing in ~~the~~ **a C**ity park, **recreation area, building,** or ~~at a~~ facility and no person other than a duly authorized **C**ity employee **or contractor** in the performance of his **their** duty shall remove any wood, turf, grass, soil, rock, sand, or gravel from any **C**ity park, **recreation area, building,** or facility.

SECTION 24. Section 12.20.240 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.240 - Use of **A**mplified **S**ound.

The use of any system for amplifying sounds, whether for speech, ~~or~~ music, or otherwise, is prohibited in any **C**ity park, **recreation area, building, or facility** unless **pursuant to** an exclusive use permit authorizing **the use of** such amplification **system.** ~~is first secured.~~

SECTION 25. Section 12.20.250 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.250 - Golf.

No person shall play or practice golf or use golf clubs in any **C**ity park, **recreation area, facility, building,** or area thereof, ~~not designated for such use.~~ **except at places designated and posted specifically for such use.**

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SECTION 26. Section 12.20.260 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.260 - Model **A**irplanes.

No person shall operate any motor-driven model airplane in a **C**ity park, **r**ecreation **a**rea, **f**acility, **o**r **b**uilding, except in areas designated **a**nd **p**osted **s**pecifically for such use.

SECTION 27. Section 12.20.270 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.270 - Bicycles and **A**nimals.

No person shall operate, drive, or ride upon any bicycle, unicycle, horse, or any other animal in any **C**ity park, **f**acility, **b**uilding, or recreational area, except in areas designated and posted specifically for such use.

SECTION 28. Section 12.20.280 of Chapter 12.20 of Title 12 of the Mendota Municipal Code is hereby amended to read as follows:

12.20.280 - Additional **R**ules and **R**egulations.

The **C**ity **C**ouncil is authorized and directed to make such reasonable rules and regulations for the use of the **C**ity's facilities and regulations of conduct therein as may ~~to it~~ seem necessary or advisable in the best interest of the **C**ity.

SECTION 29. 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 30. 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), 15064(d)(3).) Accordingly, the City Clerk is hereby directed to file a Notice of Exemption.

SECTION 31. This ordinance shall take effect thirty (30) days after its passage.

SECTION 32. 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 12th day of July, 2022, and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 26th day of July, 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

**Monthly Log
Animal Control**

LOCATION	OFFICER	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION & DATE	CASE DISPOSITION	OFFENSE	FINE
MENDOTA PD	PENA	6/1/2022	ANIMAL COMPLAINT	DOG BITE	M	CORINA MARIE LOZANO	NO	10-DAY QUARANTINE AT HOME/ RELEASED	REPORT TO FOLLOW	1ST	\$100.00
MENDOTA ELEMENTARY	PENA	6/1/2022	ANIMAL COMPLAINT	CHIHUAHUA	M	N/A	YES	AT DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
RAMON'S TIRE SHOP	PENA	6/1/2022	ANIMAL COMPLAINT	INJURED BLACK DOG	M	UNK	YES	AT DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
201 ESPINOZA	PENA	6/1/2022	ANIMAL COMPLAINT	QUESTIONS ON LOST DOG	F	JESUS LARREYNAGA	NO	N/A	COMPLETE	N/A	\$0.00
437 OLLER	PENA / SANDOVAL	6/2/2022	ANIMAL COMPLAINT	4 GERMAN SHEPS	UNK	NOEL LOZANO	NO	DOGS ENCLOSED BY OWNER	WARNING	1ST	\$0.00
MENDOTA PD	PENA / NAVARRO	6/6/2022	ANIMAL COMPLAINT	LOST DOG	UNK	MARIA ADELA TORRES	NO	DOG WAS 1144	COMPLETE	N/A	\$0.00
1225 OLLER	PENA	6/7/2022	ANIMAL COMPLAINT	3 LOOSE DOGS	UNK	UNK	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
413 MENDOZA CT	PENA / SANDOVAL	6/7/2022	ANIMAL COMPLAINT	BRWN MEDIUM DOG	M	UNK	YES	SLEEP 07/11/22	NECESSARY ACTION TAKEN	N/A	\$0.00
MCCABE ELEMENTARY	PENA / SANDOVAL	6/7/2022	ANIMAL COMPLAINT	LOOSE DOG	M	UNK	YES	AT DOG POUND	COMPLETE	N/A	\$0.00
MENDOTA HIGH SCHOOL	ALCAZAR	6/8/2022	ANIMAL COMPLAINT	PUPPY	F	UNK	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
800 GARCIA	ALCAZAR	6/9/2022	ANIMAL COMPLAINT	LRG BRWN DOG	M	UNK	NO	DOG GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
966 PUCHEU	ALCAZAR	6/13/2022	ANIMAL COMPLAINT	DEAD CAT	UNK	UNK	NO	DISPOSED	COMPLETE	N/A	\$0.00
901 MARIE	ALCAZAR	6/13/2022	ANIMAL COMPLAINT	DOG BITE	M	DOLORES MEMBRENO	YES	10-DAY QUARANTINE/ SLEEP 7/11/22	REPORT TO FOLLOW	2ND	\$200.00
406 MENDOZA CT	PENA / SANDOVAL	6/14/2022	ANIMAL COMPLAINT	DOG BITE	F	UNK	YES	10-DAY QUARANTINE/ SLEEP 7/11/22	REPORT TO FOLLOW	1ST	\$0.00
1266 7TH ST	PENA / SANDOVAL	6/14/2022	ANIMAL COMPLAINT	DOG BITE	UNK	UNK	NO	GONE ON ARRIVAL	REPORT TO FOLLOW	N/A	\$0.00
6TH/ MARIE	PENA	6/15/2022	SELF INIT: ANIMAL COMPLAINT	LOOSE DOG	UNK	ROBERTO GUZMAN	NO	DOG WAS ENCLOSED BY OWNER	WARNING	1ST	\$0.00
274 GREGG CT	ALCAZAR	6/17/2022	ANIMAL COMPLAINT	3 DOGS IN THE AREA	UNK	UNK	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
9TH/ NAPLES	ALCAZAR	6/17/2022	SELF INIT: ANIMAL COMPLAINT	DEAD RABBIT	UNK	UNK	NO	DISPOSED	COMPLETE	N/A	\$0.00
1106 OLLER	ALCAZAR	6/17/2022	ANIMAL COMPLAINT	PUPPY STUCK IN FENCE	M	UNK	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
MENDOTA ELEMENTARY	ALCAZAR / NAVARRO	6/20/2022	ANIMAL COMPLAINT	AGGRESSIVE CHIHUAHUA	F	UNK	NO	LEFT UNDER METAL C TRAIN	NECESSARY ACTION TAKEN	N/A	\$0.00
318 K ST	ALCAZAR	6/20/2022	ANIMAL COMPLAINT	BLK DOG	UNK	UNK	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
ROJAS PIERCE PARK	NAVARRO / SANDOVAL	6/20/2022	ANIMAL COMPLAINT	SMALL PUPPY	M	UNK	YES	FHAS RESCUE	COMPLETE	N/A	\$0.00
MENDOTA ELEMENTARY	SANDOVAL / PENA	6/21/2022	ANIMAL COMPLAINT	AGGRESSIVE CHIHUAHUA	F / M	UNK	YES (3)	FHAS RESCUE	COMPLETE	N/A	\$0.00
251 ESPINOZA	PENA / SANDOVAL	6/22/2022	SELF INIT: ANIMAL COMPLAINT	LIVESTOCK/ GOAT	UBK	CARMEN AMESCUA	NO	GOAT WAS REMOVED	WARNING	1ST	\$0.00
MENDOTA HIGH SCHOOL	NAVARRO / SANDOVAL	6/23/2022	ANIMAL COMPLAINT	LRG BRWN DOG	UNK	UNK	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
FIRE STATION	NAVARRO	6/23/2022	ANIMAL COMPLAINT	SMALL DOG	UNK	UNK	NO	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
1258 BELMONT	ALCAZAR	6/23/2022	ANIMAL COMPLAINT	WHT HUSKY/ BRWN DOG	UNK	UNK	NO	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
430 BLACK	ALCAZAR	6/24/2022	ANIMAL COMPLAINT	INJURED CAT	UNK	UNK	YES	SLEEP 06/24/22	COMPLETE	N/A	\$0.00
649 DE LA CRUZ	ALCAZAR / NAVARRO	6/24/2022	ANIMAL COMPLAINT	DEAD CAT	UNK	UNK	NO	DISPOSED	COMPLETE	N/A	\$0.00
638 4TH ST	ALCAZAR	6/24/2022	ANIMAL COMPLAINT	SURRENDERING 5 PUPPIES	UNK	MARIA DURAN	NO	REFERRED TO FHAS	NECESSARY ACTION TAKEN	N/A	\$0.00
BELMONT/ GUILLEN PKWAY	ALCAZAR	6/27/2022	ANIMAL COMPLAINT	2 LRG DOGS	UNK	UNK	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
554 K ST	SANDOVAL	6/27/2022	ANIMAL COMPLAINT	DOG BITE 2 PITBULLS	UNK	UNK	NO	UNABLE TO LOCATE	REPORT TO FOLLOW	N/A	\$0.00
647 PEREZ	PENA	6/28/2022	ANIMAL COMPLAINT	BLK SNAKE IN TREE	UNK	UNK	NO	SNAKE WAS DETERMINED FAKE/ TOY SNAKE	NECESSARY ACTION TAKEN	N/A	\$0.00
638 4TH ST	PENA / SANDOVAL	6/29/2022	ANIMAL COMPLAINT	2 DOGS	UNK	UNK	YES (2)	AT DOG POUND	COMPLETE	N/A	\$0.00
240 GREGG CT	PENA	6/30/2022	ANIMAL COMPLAINT	SURRENDERING 1 DOG	UNK	MELISSA GARCIA	NO	REFERRED TO FHAS	COMPLETE	N/A	\$0.00
713 MARIE	PENA	6/30/2022	ANIMAL COMPLAINT	DOGS RUNNING THROUGH ALLEY	UNK	UNK	NO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
861 LOLITA	PENA	6/30/2022	LOST/FOUND ANIMAL	LOST DOG	F	NICOLE CASTELLANOS	NO	ADVISED WE DO NOT HAVE HER DOG	NECESSARY ACTION TAKEN	N/A	\$0.00
1774 7TH ST	PENA	6/30/2022	ANIMAL COMPLAINT	SURRENDERING 1 DOG	UNK	AVA JUAREZ	NO	REFERRED TO FHAS	COMPLETE	N/A	\$0.00
							TOTAL IMPOUND: 15			TOTAL:	\$300.00
							RESCUED: 6				
							AT DOG POUND: 4				
							RETURNED TO OWNER: 0				
							SLEEP: 5				

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ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	OFFICER
912 MARIE ST	REFUELING	6/1/2022	N/A	COMPLETE	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/1/2022	N/A	COMPLETE	\$0.00	PENA
CITY HALL	COMMUNITY CONTACT	6/1/2022	N/A	COMPLETE	\$0.00	PENA
301 BLANCO ST (1/2 MILE EAST)	MUNI CODE VIOLATION (HOMELESS ENCAMPMENT)	6/1/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
CITY HALL	COMMUNITY CONTACT	6/1/2022	N/A	COMPLETE	\$0.00	SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/1/2022	N/A	COMPLETE	\$0.00	SANDOVAL
9TH / MARIE ST	VEHICLE CHECK	6/1/2022	N/A	CITE	\$50.00	PENA
331 MARIE ST	VEHICLE CHECK	6/1/2022	6/4/2022	72 HR TAG	\$0.00	PENA
557 4TH ST	FOLLOW UP	6/1/2022	N/A	COMPLETE	\$0.00	SANDOVAL
328 GOMEZ ST	FOLLOW UP	6/1/2022	N/A	COMPLETE	\$0.00	SANDOVAL
265 K ST	FOLLOW UP	6/1/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
McCABE ELEMENTARY SCHOOL	VEHICLE CHECK	6/2/2022	N/A	CITE	\$275.00	SANDOVAL
1883 7TH ST	MUNI CODE VIOLATION (APPLIANCE)	6/2/2022	6/12/2022	WARNING	\$0.00	PENA
1840 7TH ST	MUNI CODE VIOLATION (ABANDONED C-TRAIN)	6/2/2022	6/12/2022	WARNING	\$0.00	SANDOVAL
NAPLES / 2ND ST	VEHICLE CHECK	6/2/2022	N/A	CITE	\$50.00	PENA
297 VALENZUELA ST	VEHICLE CHECK	6/2/2022	N/A	CITE	\$50.00	SANDOVAL
MENDOTA ELEMENTARY SCHOOL	COMMUNITY CONTACT	6/2/2022	N/A	COMPLETE	\$0.00	PENA
MENDOTA ELEMENTARY SCHOOL	FOLLOW UP	6/2/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
PEREZ / BARBOZA ST	VEHICLE CHECK	6/2/2022	N/A	CITE	\$50.00	SANDOVAL
PEREZ / BARBOZA ST	VEHICLE CHECK	6/2/2022	N/A	CITE	\$50.00	SANDOVAL
800 GARCIA ST	VEHICLE CHECK	6/2/2022	6/5/2022	72 HR TAG	\$0.00	SANDOVAL
331 MARIE ST	VEHICLE CHECK	6/2/2022	N/A	CITE	\$50.00	PENA
331 MARIE ST	VEHICLE CHECK	6/2/2022	N/A	TOW / REPORT TO FOLLOW	\$0.00	PENA
400 MENDOZA CT	VEHICLE CHECK	6/2/2022	N/A	CITE	\$50.00	SANDOVAL
1897 9TH ST	MUNI CODE VIOLATION (LIVESTOCK / RENTERS)	6/2/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
FRESNO	EQUIPMENT REPAIR	6/2/2022	N/A	COMPLETE	\$0.00	PENA
867 OLLER ST	COMMUNITY CONTACT	6/2/2022	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	LOBBY TRAFFIC	6/2/2022	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA DOG POUND	PATROL CHECKS	6/3/2022	N/A	COMPLETE	\$0.00	ALCAZAR
640 DERRICK AVE	FOLLOW UP	6/3/2022	N/A	COMPLETE	\$0.00	ALCAZAR
1161 OLLER ST	FOLLOW UP	6/3/2022	N/A	COMPLETE	\$0.00	ALCAZAR
301 BLANCO ST	FOLLOW UP	6/3/2022	N/A	COMPLETE	\$0.00	ALCAZAR
239 J ST	VEHICLE CHECK	6/3/2022	N/A	CITE	\$50.00	ALCAZAR
239 J ST	VEHICLE CHECK	6/3/2022	N/A	TOW / REPORT TO FOLLOW	\$0.00	ALCAZAR
K / 2ND ST	VEHICLE CHECK	6/3/2022	N/A	CITE	\$50.00	ALCAZAR
836 OLLER ST	COMMUNITY CONTACT	6/3/2022	N/A	COMPLETE	\$0.00	ALCAZAR
FRESNO	MISC INVESTIGATION	6/3/2022	N/A	COMPLETE	\$0.00	ALCAZAR
204 K ST	GRAND THEFT AUTO	6/4/2022	N/A	REPORT TO FOLLOW	\$0.00	ALCAZAR
1078 PUCHEU ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/4/2022	N/A	WARNING	\$0.00	ALCAZAR
DIVISADERO / KATE ST	VEHICLE CHECK	6/4/2022	N/A	CITE	\$50.00	ALCAZAR
610 DIVISADERO ST	RECOVERED STOLEN VEHICLE	6/4/2022	N/A	REPORT TO FOLLOW	\$0.00	ALCAZAR
601 DIVISADERO CIR	MUNI CODE VIOLATION (INOPERABLE VEHICLES X2)	6/4/2022	N/A	CITE	\$200.00	ALCAZAR
865 CANAL ST	VEHICLE CHECK	6/4/2022	6/7/2022	72 HR TAG	\$0.00	ALCAZAR
585 J ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE / TRASH)	6/4/2022	N/A	CITE	\$200.00	ALCAZAR
507 OLLER ST	FOLLOW UP	6/4/2022	N/A	COMPLETE	\$0.00	ALCAZAR
634 DE LA CRUZ ST	VEHICLE CHECK	6/4/2022	N/A	WARNING	\$0.00	ALCAZAR
400 MENDOZA CT	VEHICLE CHECK	6/4/2022	N/A	CITE	\$50.00	ALCAZAR

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400 MENDOZA CT	VEHICLE CHECK	6/4/2022	N/A	CITE	\$50.00	ALCAZAR
400 MENDOZA CT	VEHICLE CHECK	6/4/2022	N/A	CITE	\$50.00	ALCAZAR
400 MENDOZA CT	VEHICLE CHECK	6/4/2022	N/A	CITE	\$50.00	ALCAZAR
761 JUANITA ST	MUNI CODE VIOLATION (ABANDONED RESIDENCE)	6/5/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
797 KATE ST	MUNI CODE VIOLATION (APPLIANCE / VEH PARKED ON LAWN)	6/5/2022	6/15/2022	WARNING	\$0.00	ALCAZAR
985 LOLITA ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/5/2022	N/A	CITE	\$50.00	ALCAZAR
636 LOLITA ST	MUNI CODE VIOLATION (OCCUPIED TRAILERS X3)	6/5/2022	N/A	CITE	\$300.00	ALCAZAR
527 I ST	MUNI CODE VIOLATION (VENDOR)	6/5/2022	N/A	CHECKS OKAY	\$0.00	ALCAZAR
755 MARIE ST	MUNI CODE VIOLATION (SEMI PARKED IN RESIDENTIAL)	6/5/2022	N/A	WARNING	\$0.00	ALCAZAR
7TH / TULE ST	VEHICLE CHECK	6/5/2022	N/A	CITE	\$50.00	ALCAZAR
39 CASTRO ST	MUNI CODE VIOLATION (SEMI PARKED IN RESIDENTIAL)	6/5/2022	N/A	CITE	\$100.00	ALCAZAR
AVENAL	MISC INVESTIGATION	6/6/2022	N/A	COMPLETE	\$0.00	NAVARRO
731 JUANITA ST	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
APN: 013-075-12	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
APN: 013-075-13S	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
607 S KATE ST	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
1099 7TH ST	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
843 LOLITA ST	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
1067 PUCHEU ST	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
761 QUINCE ST	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
773 QUINCE	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
APN: 013-194-09	MUNI CODE VIOLATION (WEED ABATEMENT / CITY ATTORNEY)	6/6/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
319 MARIE ST	VEHICLE CHECK	6/6/2022	N/A	CHECKS OKAY	\$0.00	PENA
I / 2ND ST	VEHICLE CHECK	6/6/2022	N/A	CITE	\$50.00	SANDOVAL
MEPD	CITIZEN ASSIST	6/6/2022	N/A	COMPLETE	\$0.00	NAVARRO
796 OLLER ST	COMMUNITY CONTACT	6/6/2022	N/A	COMPLETE	\$0.00	PENA
643 QUINCE ST	COMMUNITY CONTACT	6/6/2022	N/A	COMPLETE	\$0.00	SANDOVAL
800 GARCIA ST	VEHICLE NUISANCE	6/7/2022	N/A	GONE ON ARRIVAL	\$0.00	SANDOVAL
317 RIOS ST	VEHICLE CHECK	6/7/2022	N/A	CITE	\$50.00	SANDOVAL
865 CANAL ST	VEHICLE CHECK	6/7/2022	N/A	CITE	\$50.00	PENA
865 CANAL ST	VEHICLE CHECK	6/7/2022	N/A	TOW / REPORT TO FOLLOW	\$0.00	PENA
240 VALENZUELA ST	VEHICLE CHECK	6/7/2022	N/A	CITE	\$50.00	SANDOVAL
249 ESPINOZA ST	VEHICLE CHECK	6/7/2022	N/A	CITE	\$50.00	SANDOVAL
280 HOLMES AVE	VEHICLE CHECK	6/7/2022	N/A	CITE	\$50.00	SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/7/2022	N/A	COMPLETE	\$0.00	PENA
664 OLLER ST	COMMUNITY CONTACT	6/7/2022	N/A	COMPLETE	\$0.00	PENA
618 GAXIOLA ST	VEHICLE CHECK	6/8/2022	N/A	CITE	\$50.00	SANDOVAL
720 OLLER ST	COMMUNITY CONTACT	6/8/2022	N/A	COMPLETE	\$0.00	SANDOVAL
636 LOLITA ST	MISC INVESTIGATION	6/8/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/8/2022	N/A	COMPLETE	\$0.00	ALCAZAR
MEPD	LOBBY TRAFFIC	6/8/2022	N/A	COMPLETE	\$0.00	SANDOVAL
690 OLLER ST	COMMUNITY CONTACT	6/8/2022	N/A	COMPLETE	\$0.00	SANDOVAL
CITY HALL	COMMUNITY CONTACT	6/8/2022	N/A	COMPLETE	\$0.00	SANDOVAL
ROJAS PIERCE PARK	COMMUNITY CONTACT	6/8/2022	N/A	COMPLETE	\$0.00	SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/9/2022	N/A	COMPLETE	\$0.00	ALCAZAR
QUINCE / 11TH ST	VEHICLE CHECK	6/9/2022	N/A	CITE	\$50.00	SANDOVAL
2ND / NAPLES ST	VEHICLE CHECK	6/9/2022	N/A	CHECKS OKAY	\$0.00	ALCAZAR
919 QUINCE ST	VEHICLE CHECK	6/9/2022	N/A	WARNING	\$0.00	SANDOVAL

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507 OLLER ST	FOLLOW UP	6/9/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
161 STRAW ST	VEHICLE CHECK	6/9/2022	N/A	CITE	\$50.00	SANDOVAL
860 NAPLES ST	MUNI CODE VIOLATION (WEEDS)	6/9/2022	N/A	CITE	\$200.00	ALCAZAR
2ND / NAPLES ST	VEHICLE CHECK	6/9/2022	N/A	CITE	\$50.00	ALCAZAR
1064 QUINCE ST	MUNI CODE VIOLATION (APPLIANCE / FURNITURE)	6/9/2022	6/19/2022	WARNING	\$0.00	SANDOVAL
912 MARIE ST	VEHICLE CHECK	6/9/2022	N/A	CITE	\$50.00	ALCAZAR
1590 11TH ST	MUNI CODE VIOLATION (FENCING REGULATIONS)	6/9/2022	N/A	WARNING	\$0.00	ALCAZAR
218 OLLER ST	COMMUNITY CONTACT	6/9/2022	N/A	COMPLETE	\$0.00	SANDOVAL
837 OLLER ST	COMMUNITY CONTACT	6/9/2022	N/A	COMPLETE	\$0.00	ALCAZAR
690 OLLER ST	COMMUNITY CONTACT	6/9/2022	N/A	COMPLETE	\$0.00	ALCAZAR
307 DIVISADERO ST	FOLLOW UP	6/9/2022	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	6/9/2022	N/A	COMPLETE	\$0.00	SANDOVAL
700 DERRICK AVE	COMMUNITY CONTACT	6/10/2022	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOTA CITY HALL	COMMUNITY CONTACT	6/10/2022	N/A	COMPLETE	\$0.00	ALCAZAR
RIOS / GARCIA ST	VEHICLE CHECK	6/10/2022	N/A	CITE	\$50.00	ALCAZAR
630 OLLER ST	MUNI CODE VIOLATION (TRASH)	6/10/2022	N/A	CITE	\$100.00	ALCAZAR
MEPD	LOBBY TRAFFIC	6/10/2022	N/A	COMPLETE	\$0.00	ALCAZAR
328 GOMEZ ST	FOLLOW UP	6/10/2022	N/A	COMPLETE	\$0.00	ALCAZAR
230 L ST	COMMUNITY CONTACT	6/10/2022	N/A	COMPLETE	\$0.00	ALCAZAR
COOK'S COMMUNICATIONS	MISC INVESTIGATION	6/13/2022	N/A	COMPLETE	\$0.00	NAVARRO
MEPD	LOBBY TRAFFIC	6/13/2022	N/A	COMPLETE	\$0.00	SANDOVAL
913 PUCHEU ST	MUNI CODE VIOLATION (TRASH)	6/13/2022	6/23/2022	WARNING	\$0.00	ALCAZAR
719 QUINCE ST	MUNI CODE VIOLATION (DETERIORATED PAINT)	6/13/2022	6/23/2022	WARNING	\$0.00	SANDOVAL
593 4TH ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/13/2022	N/A	CITE	\$25.00	SANDOVAL
778 QUINCE	MISC INVESTIGATION	6/13/2022	N/A	CHECKS OKAY	\$0.00	NAVARRO
RIO FRIO / 8TH ST	VEHICLE CHECK	6/13/2022	N/A	CHECKS OKAY	\$0.00	NAVARRO
336 ROSALES LN	VEHICLE CHECK	6/13/2022	N/A	WARNING	\$0.00	SANDOVAL
6TH / LOLITA ST	FOLLOW UP	6/13/2022	N/A	COMPLETE	\$0.00	ALCAZAR
MEPD	LOBBY TRAFFIC	6/13/2022	N/A	COMPLETE	\$0.00	SANDOVAL
113 RAMIREZ LN	VEHICLE CHECK	6/13/2022	6/16/2022	72 HR TAG	\$0.00	ALCAZAR
1415 9TH ST	COMMUNITY CONTACT	6/13/2022	N/A	COMPLETE	\$0.00	NAVARRO
105 RAMIREZ LN	VEHICLE CHECK	6/13/2022	6/16/2022	72 HR TAG	\$0.00	ALCAZAR
747 DERRICK AVE	COMMUNITY CONTACT	6/13/2022	N/A	COMPLETE	\$0.00	ALCAZAR
593 4TH ST	VEHICLE CHECK	6/13/2022	N/A	CHECKS OKAY	\$0.00	SANDOVAL
543 STAMOULES ST	MUNI CODE VIOLATION (TRASH)	6/13/2022	6/23/2022	WARNING	\$0.00	NAVARRO
518 STAMOULES ST	MUNI CODE VIOLATION (JUNK)	6/13/2022	6/23/2022	WARNING	\$0.00	NAVARRO
706 AIRPORT BLVD	VEHICLE CHECK	6/13/2022	N/A	CITE	\$50.00	SANDOVAL
BLACK / SAN PEDRO ST	COMMUNITY CONTACT	6/13/2022	N/A	COMPLETE	\$0.00	NAVARRO
271 ESPINOZA ST	VEHICLE CHECK	6/13/2022	N/A	WARNING	\$0.00	SANDOVAL
1633 11TH ST	VEHICLE CHECK	6/13/2022	N/A	CHECKS OKAY	\$0.00	ALCAZAR
1084 OLLER ST	MUNI CODE VIOLATION (OPEN CONTAINER)	6/13/2022	N/A	CITE	\$50.00	ALCAZAR
884 QUINCE ST	FOLLOW UP	6/13/2022	N/A	COMPLETE	\$0.00	NAVARRO
252 ESPINOZA ST	VEHICLE CHECK	6/13/2022	N/A	WARNING	\$0.00	SANDOVAL
231 ESPINOZA ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/13/2022	N/A	WARNING	\$0.00	SANDOVAL
SORENSEN / TUFT ST	VEHICLE CHECK	6/13/2022	N/A	CITE	\$50.00	ALCAZAR
520 SORENSON AVE	VEHICLE CHECK	6/13/2022	N/A	CITE	\$50.00	ALCAZAR
HERNANDEZ / GARCIA ST	MUNI CODE VIOLATION (LITTERING)	6/13/2022	N/A	WARNING	\$0.00	NAVARRO
120 LOCUST ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE)	6/13/2022	6/23/2022	WARNING	\$0.00	ALCAZAR

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190 SORENSON AVE	VEHICLE CHECK	6/13/2022	N/A	CITE	\$0.00	ALCAZAR
718 H ST	VEHICLE CHECK	6/13/2022	N/A	CITE	\$50.00	SANDOVAL
2ND / 2ND CT	VEHICLE CHECK	6/13/2022	N/A	WARNING	\$0.00	SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/13/2022	N/A	COMPLETE	\$0.00	ALCAZAR
J / 4TH ST	VEHICLE CHECK	6/13/2022	N/A	CITE	\$50.00	SANDOVAL
691 LOZANO ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/13/2022	N/A	CITE	\$25.00	ALCAZAR
637 LOZANO ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/13/2022	N/A	CITE	\$25.00	ALCAZAR
633 LOZANO ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/13/2022	N/A	CITE	\$25.00	SANDOVAL
211 SMOOT AVE	MUNI CODE VIOLATION (SCAVENING THROUGH TRASH)	6/14/2022	N/A	WARNING	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/14/2022	N/A	COMPLETE	\$0.00	PENA
NAPLES / 9TH ST	MISC INVESTIGATION	6/14/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
MENDOTA JR HIGH SCHOOL	ASSIGNED FOLLOW UP	6/14/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
912 MARIE ST	REFUELING	6/14/2022	N/A	COMPLETE	\$0.00	PENA
115 McCABE AVE	DELIVER MESSAGE / POSTAGE	6/14/2022	N/A	COMPLETE	\$0.00	PENA
APN: 013-162-02s	MUNI CODE VIOLATION (WEEDS)	6/14/2022	N/A	CITE	\$100.00	PENA
1967 7TH ST	MUNI CODE VIOLATION (JUNK)	6/14/2022	6/24/2022	WARNING	\$0.00	SANDOVAL
1084 OLLER ST	MUNI CODE VIOLATION (TRASH / CAR PARTS)	6/14/2022	6/24/2022	WARNING	\$0.00	PENA
1081 PUCHEU ST	MUNI CODE VIOLATION (TRASH / APPLIANCE)	6/14/2022	6/24/2022	WARNING	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/14/2022	N/A	COMPLETE	\$0.00	SANDOVAL
1072 OLLER ST	MUNI CODE VIOLATION (TRASH)	6/14/2022	6/24/2022	WARNING	\$0.00	PENA
1042 OLLER ST	MUNI CODE VIOLATION (TREE BRANCHES / JUNK)	6/14/2022	6/24/2022	WARNING	\$0.00	PENA
1883 7TH ST	MUNI CODE VIOLATION (SCAVENING THROUGH TRASH)	6/14/2022	N/A	CITE	\$100.00	PENA
578 NAPLES ST	MUNI CODE VIOLATION (APPLIANCE)	6/14/2022	N/A	WARNING	\$0.00	PENA
1931 6TH ST	MUNI CODE VIOLATION (APPLIANCE)	6/14/2022	N/A	CITE	\$100.00	PENA
575 NAPLES ST	VEHICLE CHECK	6/14/2022	6/17/2022	72 HR TAG	\$0.00	PENA
PEREZ / LOZANO ST	DETAIL - SPECIAL DETAIL	6/14/2022	N/A	COMPLETE	\$0.00	PENA
FRESNO	MISC INVESTIGATION	6/14/2022	N/A	COMPLETE	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/15/2022	N/A	COMPLETE	\$0.00	PENA
260 MALDONADO ST	VEHICLE CHECK	6/15/2022	N/A	WARNING	\$0.00	SANDOVAL
747 DERRICK AVE	COMMUNITY CONTACT	6/15/2022	N/A	COMPLETE	\$0.00	PENA
291 ESPINOZA ST	MUNI CODE VIOLATION (WEEDS)	6/15/2022	6/25/2022	WARNING	\$0.00	PENA
340 ROSALES LN	VEHICLE CHECK	6/15/2022	N/A	CITE	\$50.00	SANDOVAL
695 LOZANO ST	MUNI CODE VIOLATION (APPLIANCE)	6/15/2022	6/25/2022	WARNING	\$0.00	SANDOVAL
228 K ST	MUNI CODE VIOLATION (TIRES)	6/15/2022	6/25/2022	WARNING	\$0.00	SANDOVAL
240 K ST	MUNI CODE VIOLATION (LIVESTCK / APPLIANCE)	6/15/2022	6/25/2022	WARNING	\$0.00	SANDOVAL
642 PUCHEU ST	MUNI CODE VIOLATION (FURNITURE)	6/15/2022	6/25/2022	WARNING	\$0.00	SANDOVAL
1740 9TH ST	MUNI CODE VIOLATION (APPLIANCE)	6/15/2022	6/25/2022	WARNING	\$0.00	SANDOVAL
1132 6TH ST	VEHICLE CHECK	6/15/2022	N/A	WARNING	\$0.00	SANDOVAL
747 DERRICK AVE	COMMUNITY CONTACT	6/15/2022	N/A	COMPLETE	\$0.00	SANDOVAL
1043 QUINCE ST	MUNI CODE VIOLATION (WEEDS / INOPERABLE VEHICLE)	6/15/2022	6/25/2022	WARNING	\$0.00	PENA
1190 PUCHEU ST	MUNI CODE VIOLATION (FENCING REGULATIONS / FURNITURE)	6/15/2022	6/25/2022	WARNING	\$0.00	SANDOVAL
901 MARIE ST	MUNI CODE VIOLATION (TRASH)	6/15/2022	6/25/2022	WARNING	\$0.00	PENA
MENDOTA POOL PARK	CITIZEN ASSIST	6/15/2022	N/A	COMPLETE	\$0.00	PENA
2ND / OLLER ST	VEHICLE CHECK	6/15/2022	N/A	CITE	\$50.00	SANDOVAL
747 DERRICK AVE	COMMUNITY CONTACT	6/15/2022	N/A	COMPLETE	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/16/2022	N/A	COMPLETE	\$0.00	PENA
654 LOZANO ST	COMMUNITY CONTACT	6/16/2022	N/A	COMPLETE	\$0.00	PENA
748 UNIDA ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE)	6/16/2022	6/26/2022	COMPLETE	\$0.00	PENA

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FRESNO HUMANE	MISC INVESTIGATION	6/16/2022	N/A	COMPLETE	\$0.00	PENA
837 OLLER ST	COMMUNITY CONTACT	6/16/2022	N/A	COMPLETE	\$0.00	SANDOVAL
HWY 33 / NAPLES ST	VEHICLE CHECK	6/16/2022	N/A	CITE	\$50.00	PENA
7TH / QUINCE ST	COMMUNITY CONTACT	6/16/2022	N/A	COMPLETE	\$0.00	PENA
MENDOTA CITY HALL	COMMUNITY CONTACT	6/16/2022	N/A	COMPLETE	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/17/2022	N/A	COMPLETE	\$0.00	ALCAZAR
MEPD	LOBBY TRAFFIC	6/17/2022	N/A	COMPLETE	\$0.00	ALCAZAR
606 NAPLES ST	FOLLOW UP	6/17/2022	N/A	COMPLETE	\$0.00	ALCAZAR
507 OLLER ST	FOLLOW UP	6/17/2022	N/A	COMPLETE	\$0.00	ALCAZAR
605 BASS AVE	MUNI CODE VIOLATION (EXCESSIVE AMOUNT OF DOGS)	6/17/2022	N/A	CITE	\$300.00	ALCAZAR
9TH / STAMOULES ST	VEHICLE CHECK	6/18/2022	6/21/2022	CITE	\$50.00	ALCAZAR
BELMONT / 8TH ST	VEHICLE CHECK	6/18/2022	N/A	CITE	\$50.00	ALCAZAR
120 LOCUST AVE	RECOVERED STOLEN VEHICLE	6/18/2022	N/A	REPORT TO FOLLOW	\$0.00	ALCAZAR
7TH / LOLITA ST	MUNI CODE VIOLATION (SCAVENGING THROUGH TRASH)	6/18/2022	N/A	WARNING	\$0.00	ALCAZAR
748 LOLITA ST	FOLLOW UP	6/18/2022	N/A	COMPLETE	\$0.00	ALCAZAR
779 LOLITA ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE)	6/18/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
791 LOLITA ST	VEHICLE CHECK	6/18/2022	N/A	CITE	\$50.00	ALCAZAR
791 LOLITA ST	VEHICLE CHECK	6/18/2022	6/21/2022	72 HR TAG	\$0.00	ALCAZAR
400 BANDONI CT	VEHICLE CHECK	6/19/2022	6/22/2022	72 HR TAG	\$0.00	ALCAZAR
430 SILVA ST	VEHICLE CHECK	6/19/2022	N/A	CITE	\$50.00	ALCAZAR
484 QUINCE ST	DETAIL - SPECIAL DETAIL	6/19/2022	N/A	COMPLETE	\$0.00	ALCAZAR
401 SILVA ST	VEHICLE CHECK	6/19/2022	N/A	CITE	\$50.00	ALCAZAR
401 SILVA ST	VEHICLE CHECK	6/19/2022	6/22/2022	72 HR TAG	\$0.00	ALCAZAR
807 JUANITA ST	MUNI CODE VIOLATION (WEEDS / INOPERABLE VEHICLE)	6/19/2022	7/1/2022	WARNING	\$0.00	ALCAZAR
6TH / LOLITA ST	MUNI CODE VIOLATION (SHOPPING CART)	6/19/2022	N/A	WARNING	\$0.00	ALCAZAR
1285 OLLER ST	COMMUNITY CONTACT	6/19/2022	N/A	COMPLETE	\$0.00	ALCAZAR
251 N GREGG CT	VEHICLE CHECK	6/19/2022	N/A	CITE	\$50.00	ALCAZAR
2ND / OLLER ST	VEHICLE CHECK	6/19/2022	N/A	CITE	\$50.00	ALCAZAR
1266 7TH ST	MISC INVESTIGATION	6/20/2022	N/A	COMPLETE	\$0.00	ALCAZAR
1100 2ND ST	MISC INVESTIGATION	6/20/2022	N/A	COMPLETE	\$0.00	NAVARRO
FRESNO	MISC INVESTIGATION	6/20/2022	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOTA CITY HALL	COMMUNITY CONTACT	6/20/2022	N/A	COMPLETE	\$0.00	NAVARRO
MENDOTA CITY HALL	COMMUNITY CONTACT	6/20/2022	N/A	COMPLETE	\$0.00	SANDOVAL
842 STAMOULES ST	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	NAVARRO
190 SORENSON AVE	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
LOZANO / BLANCO ST	VEHICLE CHECK	6/20/2022	6/23/2022	72 HR TAG	\$0.00	NAVARRO
955 2ND ST	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
765 I ST	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
323 BLANCO ST	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	NAVARRO
534 4TH ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE)	6/20/2022	6/30/2022	WARNING	\$0.00	ALCAZAR
775 I ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
561 N KATE ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
406 L ST	VEHICLE CHECK	6/20/2022	6/23/2022	72 HR TAG	\$0.00	ALCAZAR
437 L ST	COMMUNITY CONTACT	6/20/2022	N/A	COMPLETE	\$0.00	ALCAZAR
378 K ST	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
ROJAS PIERCE PARK	CITIZEN ASSIST	6/20/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	NAVARRO
2ND / K ST	VEHICLE CHECK	6/20/2022	N/A	CITE	\$50.00	ALCAZAR
365 K ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL

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217 ESPINOZA ST	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
647 PEREZ ST	VEHICLE CHECK	6/20/2022	N/A	CITE	\$275.00	ALCAZAR
190 SORENSON AVE	VEHICLE CHECK	6/20/2022	N/A	WARNING	\$0.00	SANDOVAL
LUA / RAMIREZ LN	COMMUNITY CONTACT	6/21/2022	N/A	COMPLETE	\$0.00	PENA
667 MARIE ST	DETAIL - SPECIAL DETAIL	6/21/2022	N/A	COMPLETE	\$0.00	PENA
507 OLLER ST	MUNI CODE VIOLATION (ILLEGAL DUMPING)	6/21/2022	7/1/2022	WARNING	\$0.00	PENA
700 DERRICK AVE	COMMUNITY CONTACT	6/21/2022	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 9TH ST	DETAIL - SPECIAL DETAIL	6/21/2022	N/A	COMPLETE	\$0.00	SANDOVAL
706 LOLITA ST	MUNI CODE VIOLATION (WEEDS)	6/21/2022	7/1/2022	WARNING	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/21/2022	N/A	COMPLETE	\$0.00	PENA
507 OLLER ST	ASSIGNED FOLLOW UP	6/21/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
1782 4TH ST (ALLEY)	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	6/21/2022	N/A	CITE	\$50.00	PENA
MEPD	LOBBY TRAFFIC	6/21/2022	N/A	COMPLETE	\$0.00	PENA
742 JUANITA ST	FOLLOW UP	6/21/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
MEPD	LOBBY TRAFFIC	6/21/2022	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	LOBBY TRAFFIC	6/21/2022	N/A	COMPLETE	\$0.00	PENA
690 OLLER ST	COMMUNITY CONTACT	6/21/2022	N/A	COMPLETE	\$0.00	PENA
9TH / KATE ST	DETAIL - SPECIAL DETAIL	6/22/2022	N/A	COMPLETE	\$0.00	PENA
GARCIA / RIOS ST	VEHICLE CHECK	6/22/2022	N/A	CITE	\$50.00	PENA
FRESNO	EQUIPMENT REPAIR	6/22/2022	N/A	COMPLETE	\$0.00	PENA
747 DERRICK AVE	COMMUNITY CONTACT	6/23/2022	N/A	COMPLETE	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/23/2022	N/A	COMPLETE	\$0.00	PENA
NAPLES / 6TH ST	VEHICLE CHECK	6/23/2022	6/26/2022	WARNING	\$0.00	PENA
411 N KATE ST	MUNI CODE VIOLATION (TRASH)	6/23/2022	7/3/2022	WARNING	\$0.00	NAVARRO
624 QUINCE ST	MUNI CODE VIOLATION (FURNITURE / APPLIANCE)	6/23/2022	N/A	CITE	\$300.00	PENA
867 OLLER ST	COMMUNITY CONTACT	6/23/2022	N/A	COMPLETE	\$0.00	NAVARRO
141 STRAW ST	VEHICLE CHECK	6/23/2022	N/A	CITE	\$50.00	NAVARRO
578 LOLITA ST	FOLLOW UP	6/23/2022	N/A	COMPLETE	\$0.00	NAVARRO
901 MARIE ST	COMMUNITY CONTACT	6/23/2022	N/A	COMPLETE	\$0.00	NAVARRO
690 OLLER ST	COMMUNITY CONTACT	6/23/2022	N/A	COMPLETE	\$0.00	PENA
MEPD	LOBBY TRAFFIC	6/23/2022	N/A	COMPLETE	\$0.00	NAVARRO
313 RIOS ST	VEHICLE CHECK	6/24/2022	6/27/2022	72 HR TAG	\$0.00	ALCAZAR
643 QUINCE ST	COMMUNITY CONTACT	6/24/2022	N/A	COMPLETE	\$0.00	ALCAZAR
735 I ST	FOLLOW UP	6/24/2022	N/A	COMPLETE	\$0.00	ALCAZAR
564 BOU CIR	VEHICLE CHECK	6/24/2022	6/27/2022	72 HR TAG	\$0.00	ALCAZAR
HERNANDES / DE LA CRUZ ST	VEHICLE CHECK	6/24/2022	6/27/2022	72 HR TAG	\$0.00	ALCAZAR
647 PEREZ ST	VEHICLE CHECK	6/24/2022	N/A	CITE	\$275.00	ALCAZAR
272 NAPLES ST	VEHICLE CHECK	6/24/2022	N/A	WARNING	\$0.00	ALCAZAR
218 OLLER ST	COMMUNITY CONTACT	6/25/2022	N/A	COMPLETE	\$0.00	SANDOVAL
6TH / OLLER ST	VEHICLE CHECK	6/25/2022	N/A	WARNING	\$0.00	SANDOVAL
DIVISADERO / I ST	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	ALCAZAR
4TH / OLLER ST	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	SANDOVAL
430 BOU CIR	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	SANDOVAL
584 L ST	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	ALCAZAR
582 L ST	MUNI CODE VIOLATION (ABANDONED MOTOR OIL)	6/25/2022	7/4/2022	WARNING	\$0.00	ALCAZAR
541 OXNARD ST	MUNI CODE VIOLATION (FURNITURE / APPLIANCE)	6/25/2022	7/4/2022	WARNING	\$0.00	SANDOVAL
531 OXNARD ST	MUNI CODE VIOLATION (FURNITURE)	6/25/2022	7/4/2022	WARNING	\$0.00	SANDOVAL
930 2ND ST	COMMUNITY CONTACT	6/25/2022	N/A	COMPLETE	\$0.00	ALCAZAR

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611 PEACH AVE	VEHICLE CHECK	6/25/2022	N/A	WARNING	\$0.00	SANDOVAL
GARCIA / HERNANDEZ ST	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	ALCAZAR
201 TUFT ST	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	ALCAZAR
402 MENDOZA CT	COMMUNITY CONTACT	6/25/2022	N/A	COMPLETE	\$0.00	ALCAZAR
902 RIO FIRO CT	VEHICLE CHECK	6/25/2022	N/A	CITE	\$50.00	SANDOVAL
2ND / OLLER ST	VEHICLE CHECK	6/25/2022	7/5/2022	72 HR TAG	\$0.00	ALCAZAR
10TH / OLLER ST	COMMUNITY CONTACT	6/25/2022	N/A	COMPLETE	\$0.00	ALCAZAR
296 OLLER ST	COMMUNITY CONTACT	6/25/2022	N/A	COMPLETE	\$0.00	SANDOVAL
912 MARIE ST	REFUELING	6/26/2022	N/A	COMPLETE	\$0.00	NAVARRO
605 I ST	COMMUNITY CONTACT	6/26/2022	N/A	COMPLETE	\$0.00	ALCAZAR
1190 PUCHEU ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE)	6/26/2022	7/6/2022	WARNING	\$0.00	ALCAZAR
CITY OF MENDOTA	DETAIL - SPECIAL DETAIL	6/26/2022	N/A	COMPLETE	\$0.00	PENA
460 4TH ST	MUNI CODE VIOLATION (TRASH)	6/26/2022	7/6/2022	WARNING	\$0.00	NAVARRO
ROJAS PIERCE PARK	MISC INVESTIGATION	6/26/2022	N/A	COMPLETE	\$0.00	ALCAZAR
785 MARIE ST	COMMUNITY CONTACT	6/26/2022	N/A	COMPLETE	\$0.00	NAVARRO
SMOOT / SORENSON AVE	MUNI CODE VIOLATION (ILLEGAL MECHANICS)	6/26/2022	N/A	WARNING	\$0.00	NAVARRO
263 SAN PEDRO ST	MUNI CODE VIOLATION (TRAILER IN RESIDENTIAL)	6/26/2022	7/6/2022	WARNING	\$0.00	NAVARRO
5TH / QUINCE ST	VEHICLE CHECK	6/26/2022	N/A	CITE	\$50.00	ALCAZAR
4TH / QUINCE ST	VEHICLE CHECK	6/26/2022	N/A	CITE	\$50.00	ALCAZAR
4TH / QUINCE ST (ALLEY)	VEHICLE CHECK	6/26/2022	N/A	CITE	\$25.00	ALCAZAR
4TH / QUINCE ST (ALLEY)	VEHICLE CHECK	6/26/2022	N/A	CITE	\$25.00	ALCAZAR
4TH / QUINCE ST (ALLEY)	VEHICLE CHECK	6/26/2022	N/A	CITE	\$25.00	ALCAZAR
2ND / OLLER ST	VEHICLE CHECK	6/26/2022	N/A	CITE	\$50.00	ALCAZAR
SMOOT / SORENSON AVE	FOLLOW UP	6/26/2022	N/A	COMPLETE	\$0.00	NAVARRO
MEPD	LOBBY TRAFFIC	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	6/27/2022	N/A	COMPLETE	\$0.00	ALCAZAR
2099 7TH ST	COMMUNITY CONTACT	6/27/2022	N/A	COMPLETE	\$0.00	NAVARRO
241 N GREGG CT	MUNI CODE VIOLATION (LIVESTOCK)	6/27/2022	7/7/2022	WARNING	\$0.00	SANDOVAL
5TH / NAPLES ST	COMMUNITY CONTACT	6/27/2022	N/A	COMPLETE	\$0.00	NAVARRO
731 JUANITA ST	FOLLOW UP	6/27/2022	N/A	COMPLETE	\$0.00	ALCAZAR
1067 OLLER ST	FOLLOW UP	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
1197 7TH ST	DETAIL - SPECIAL DETAIL	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
264 K ST	MUNI CODE VIOLATION (INOPERABLE VEHICLE)	6/27/2022	7/7/2022	WARNING	\$0.00	ALCAZAR
1300 2ND ST	MISC INVESTIGATION	6/27/2022	N/A	COMPLETE	\$0.00	ALCAZAR
10TH / NAPLES ST	VEHICLE CHECK	6/27/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	NAVARRO
218 OLLER ST	COMMUNITY CONTACT	6/27/2022	N/A	COMPLETE	\$0.00	ALCAZAR
MEPD	LOBBY TRAFFIC	6/27/2022	N/A	COMPLETE	\$0.00	ALCAZAR
6TH / RIO FRIO ST	COMMUNITY CONTACT	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
263 MALDONADO ST	VEHICLE CHECK	6/27/2022	N/A	CITE	\$50.00	ALCAZAR
837 OLLER ST	COMMUNITY CONTACT	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
1161 OLLER ST	FOLLOW UP	6/27/2022	N/A	COMPLETE	\$0.00	NAVARRO
640 DERRICK AVE	FOLLOW UP	6/27/2022	N/A	COMPLETE	\$0.00	NAVARRO
1067 PUCHEU ST	FOLLOW UP	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
761 QUINCE ST	FOLLOW UP	6/27/2022	N/A	COMPLETE	\$0.00	SANDOVAL
6TH / OLLER ST	VEHICLE CHECK	6/28/2022	N/A	COMPLETE	\$0.00	SANDOVAL
285 ESPINOZA ST	MUNI CODE VIOLATION (VEH PARKED ON LAWN)	6/28/2022	N/A	WARNING	\$0.00	SANDOVAL
699 PEACH AVE	MUNI CODE VIOLATION (APPLIANCE)	6/28/2022	7/8/2022	WARNING	\$0.00	SANDOVAL
182 ELM AVE	VEHICLE CHECK	6/28/2022	N/A	WARNING	\$0.00	SANDOVAL

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MEPD	VANDALISM	6/28/2022	N/A	REPORT TO FOLLOW	\$0.00	PENA
2083 7TH ST	FOLLOW UP	6/28/2022	N/A	COMPLETE	\$0.00	PENA
867 OLLER ST	COMMUNITY CONTACT	6/28/2022	N/A	COMPLETE	\$0.00	PENA
MEPD	CITIZEN ASSIST	6/28/2022	N/A	COMPLETE	\$0.00	PENA
731 JUANITA ST	FOLLOW UP	6/29/2022	N/A	COMPLETE	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/29/2022	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	LOBBY TRAFFIC	6/29/2022	N/A	COMPLETE	\$0.00	SANDOVAL
900 AIRPORT BLVD	MUNI CODE VIOLATION (DRAINAGE TO PUBLIC ROAD)	6/29/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
261 BLACK AVE	FOLLOW UP	6/29/2022	N/A	COMPLETE	\$0.00	SANDOVAL
761 QUINCE ST	FOLLOW UP	6/30/2022	N/A	COMPLETE	\$0.00	PENA
MEPD	CITIZEN ASSIST	6/30/2022	N/A	COMPLETE	\$0.00	PENA
731 JUANITA ST	MUNI CODE VIOLATION (WEED ABATEMENT)	6/30/2022	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
747 DERRICK AVE	COMMUNITY CONTACT	6/30/2022	N/A	COMPLETE	\$0.00	PENA
285 ESPINOZA ST	MUNI CODE VIOLATION (FOR SALE SIGN ON VEH)	6/30/2022	N/A	WARNING	\$0.00	PENA
649 RIO FRIO ST	VEHICLE CHECK	6/30/2022	N/A	WARNING	\$0.00	PENA
1869 7TH ST	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	6/30/2022	N/A	CITE	\$50.00	PENA
1869 7TH ST	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	6/30/2022	N/A	CITE	\$50.00	PENA
1840 7TH ST	MISC INVESTIGATION	6/30/2022	N/A	COMPLETE	\$0.00	PENA
625 LOZANO ST	MUNI CODE VIOLATION (APPLIANCE / TRASH)	6/30/2022	7/10/2022	WARNING	\$0.00	PENA
627 LOZANO ST	VEHICLE CHECK	6/30/2022	N/A	CITE	\$50.00	PENA
627 LOZANO ST	MUNI CODE VIOLATION (TREE BRANCHES)	6/30/2022	7/10/2022	WARNING	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	6/30/2022	N/A	COMPLETE	\$0.00	PENA
6TH / OLLER ST	MUNI CODE VIOLATION (FOR SALE SIGN ON VEH)	6/30/2022	N/A	WARNING	\$0.00	PENA
761 QUINCE ST	FOLLOW UP	6/30/2022	N/A	COMPLETE	\$0.00	PENA
1782 4TH ST (ALLEY)	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	6/30/2022	N/A	COMPLETE	\$0.00	PENA
LOZANO PARK	VEHICLE CHECK	6/30/2022	N/A	WARNING	\$0.00	PENA
LOZANO PARK	MISC INVESTIGATION	6/30/2022	N/A	WARNING	\$0.00	PENA
900 AIRPORT BLVD	MUNI CODE VIOLATION (DRAINAGE TO PUBLIC ROAD)	6/30/2022	7/1/2022	WARNING	\$0.00	PENA
				TOTAL:	\$6,100.00	



MENDOTA POLICE DEPARTMENT

JUNE 2022



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
220001246.1		6/1/2022	Wed	NO	ANIMAL COMPLAINT	
220001255.1		6/1/2022	Wed	YES	WARRANT ARREST	PC 166
220001257.1		6/2/2022	Thu	NO	VEHICLE STORAGE	VC 22651
220001259.1		6/2/2022	Thu	YES	NARCOTICS VIOLATION	HS 11364
220001260.1		6/2/2022	Thu	NO	HIT & RUN	VC 20002
220001263.1		6/2/2022	Thu	NO	INCIDENT REPORT	
220001264.1		6/3/2022	Fri	NO	GRAND THEFT AUTO	VC 10851
220001265.1		6/3/2022	Fri	NO	VEHICLE STORAGE	VC22651
220001272.1		6/3/2022	Fri	YES	PUBLIC INTOXICATION	PC 647F
220001273.1		6/3/2022	Fri	YES	DUI ARREST	VC 23152
220001275.1		6/3/2022	Fri	NO	ATTEMPTED MURDER	PC 664/187, PC 245, PC 273.5
220001276.1		6/4/2022	Sat	NO	GRAND THEFT AUTO	VC 10851
220001277.1		6/4/2022	Sat	NO	GRAND THEFT AUTO	VC 10851
220001278.1		6/4/2022	Sat	NO	GTA RECOVERY	
220001279.1		6/4/2022	Sat	YES	NARCOTICS VIOLATION	HS 11377
220001280.1		6/4/2022	Sat	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
220001281.1		6/4/2022	Sat	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
220001282.1		6/4/2022	Sat	NO	ATTEMPTED MURDER	PC 664/187, PC 245
220001283.1		6/5/2022	Sun	NO	HIT & RUN	VC 20002
220001284.1		6/5/2022	Sun	YES	DUI ARREST	VC 23152, VC 23109, VC 23103
220001285.1		6/5/2022	Sun	YES	OPEN CONTAINER	BP 25620
220001288.1		6/6/2022	Mon	NO	GRAND THEFT AUTO	VC 10851
220001290.1		6/6/2022	Mon	NO	VANDALISM	PC 594
220001291.1		6/6/2022	Mon	NO	PETTY THEFT	PC 484
220001293.1		6/6/2022	Mon	NO	VANDALISM	PC 594
220001294.1		6/6/2022	Mon	NO	VANDALISM	PC 594
220001295.1		6/6/2022	Mon	NO	SEX OFFENSE	PC 288
220001296.1		6/6/2022	Mon	YES	SHOOTING	PC 246, PC 23900
220001299.1		6/7/2022	Tue	NO	REPOSSESSION	
220001300.1		6/7/2022	Tue	NO	VEHICLE STORAGE	VC 22651
220001301.1		6/7/2022	Tue	NO	RAPE	PC 261, PC 288
220001303.1		6/7/2022	Tue	NO	PETTY THEFT	PC 484
220001306.1		6/7/2022	Tue	NO	PETTY THEFT	PC 484
220001310.1		6/8/2022	Wed	NO	GRAND THEFT AUTO	VC 10851
220001314.1		6/8/2022	Wed	NO	REPOSSESSION	
220001315.1		6/8/2022	Wed	NO	GTA RECOVERY	
220001317.1		6/9/2022	Thu	NO	TRAFFIC COLLISION	
220001318.1		6/10/2022	Fri	YES	RESISTING	PC 148
220001319.1		6/10/2022	Fri	NO	INCIDENT REPORT	
220001320.1		6/10/2022	Fri	YES	RO VIOLATION	PC 273.6
220001321.1		6/11/2022	Sat	NO	PETTY THEFT	PC 484
220001322.1		6/11/2022	Sat	YES	WARRANT ARREST	PC 166
220001323.1		6/11/2022	Sat	NO	HIT & RUN	VC 20002



MENDOTA POLICE DEPARTMENT

JUNE 2022



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
220001324.1		6/11/2022	Sat	NO	MISSING PERSON	
220001325.1		6/11/2022	Sat	NO	SIMPLE ASSAULT	PC 242
220001326.1		6/12/2022	Sun	YES	WARRANT ARREST	PC 166
220001327.1		6/12/2022	Sun	NO	HIT & RUN	VC 20002
220001335.1		6/12/2022	Sun	NO	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 273.6
220001336.1		6/12/2022	Sun	YES	WARRANT ARREST	PC 166
220001339.1		6/13/2022	Mon	NO	ANIMAL COMPLAINT	
220001342.1		6/13/2022	Mon	NO	FOUND PROPERTY	
220001343.1		6/13/2022	Mon	NO	IDENTITY THEF	PC 530.5
220001344.1		6/13/2022	Mon	NO	GRAND THEFT AUTO	VC 10851
220001349.1		6/13/2022	Mon	NO	INCIDENT REPORT	
220001355.1		6/14/2022	Tue	NO	REPOSSESSION	
220001356.1		6/14/2022	Tue	NO	ANIMAL COMPLAINT	
220001357.1		6/14/2022	Tue	NO	ANIMAL COMPLAINT	
220001358.1		6/14/2022	Tue	NO	REPOSSESSION	
220001366.1		6/14/2022	Tue	YES	ILLEGAL FIREWORKS	HS 12700
220001371.1		6/15/2022	Wed	NO	TRAFFIC COLLISION	
220001373.1		6/15/2022	Wed	YES	NARCOTICS VIOLATION	HS 11377
220001375.1		6/15/2022	Wed	YES	DUI ARREST	VC 23152, TRAFFIC COLLISION
220001376.1		6/15/2022	Wed	NO	FIELD INTERVIEW	
220001377.1		6/16/2022	Thu	YES	WARRANT ARREST	PC 166
220001378.1		6/16/2022	Thu	NO	RO VIOLATION	PC 166.4
220001380.1		6/16/2022	Thu	NO	GRAND THEFT AUTO	VC 10851
220001381.1		6/17/2022	Fri	YES	WARRANT ARREST	PC 166
220001383.1		6/18/2022	Sat	NO	GTA RECOVERY	
220001385.1		6/18/2022	Sat	NO	TRAFFIC COLLISION	
220001386.1		6/18/2022	Sat	YES	NARCOTICS VIOLATION	HS 11377
220001387.1		6/18/2022	Sat	NO	VANDALISM	PC 594
220001388.1		6/19/2022	Sun	NO	VANDALISM	PC 594
220001391.1		6/19/2022	Sun	NO	VANDALISM	PC 594
220001396.1		6/19/2022	Sun	NO	INCIDENT REPORT	
220001397.1		6/19/2022	Sun	YES	LOITERING	PC 647(H)
220001398.1		6/19/2022	Sun	YES	PUBLIC INTOXICATION	PC 647F
220001400.1		6/20/2022	Mon	NO	GRAND THEFT AUTO	VC 10851
220001403.1		6/20/2022	Mon	NO	GTA RECOVERY	
220001404.1		6/21/2022	Tue	NO	INCIDENT REPORT	
220001405.1		6/21/2022	Tue	NO	MISSING PERSON	
220001410.1		6/21/2022	Tue	NO	INCIDENT REPORT	
220001411.1		6/21/2022	Tue	NO	GRAND THEFT AUTO	VC 10851
220001413.1		6/22/2022	Wed	YES	NARCOTICS VIOLATION	HS 11550, PC 242
220001416.1		6/22/2022	Wed	NO	GTA RECOVERY	
220001419.1		6/22/2022	Wed	YES	NARCOTICS VIOLATION	HS 11364, PC 148
220001423.1		6/22/2022	Wed	NO	VANDALISM	PC 594

MENDOTA POLICE DEPARTMENT

JUNE 2022

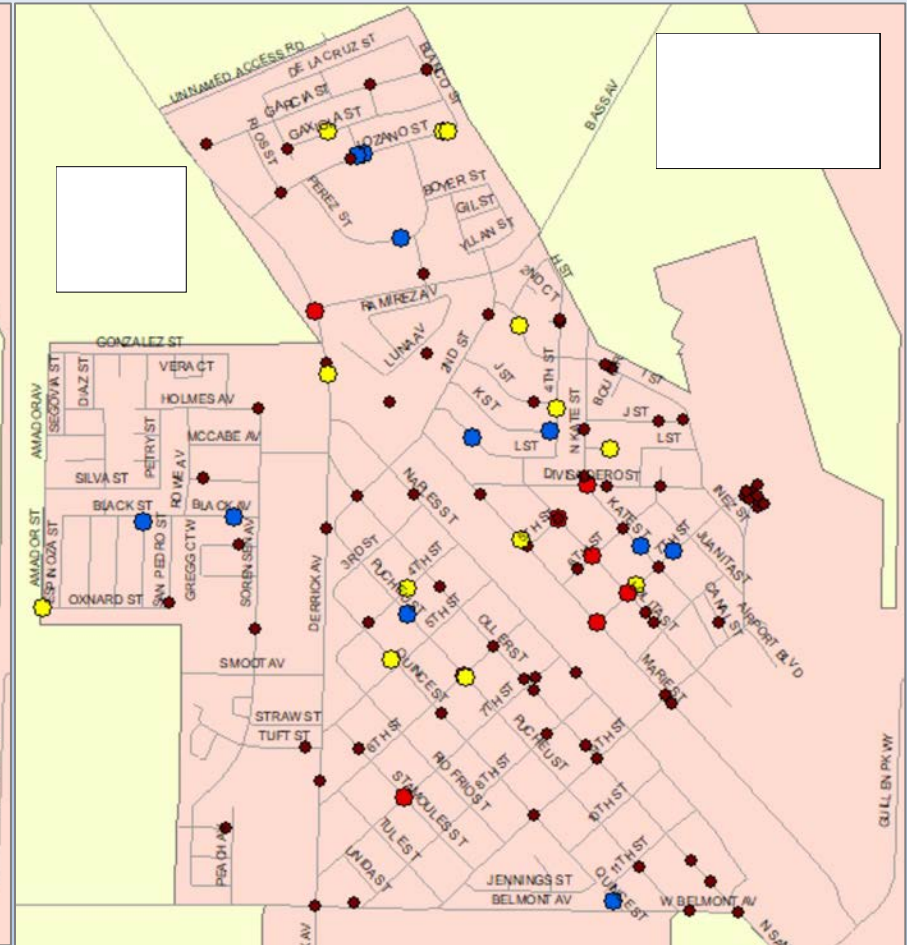
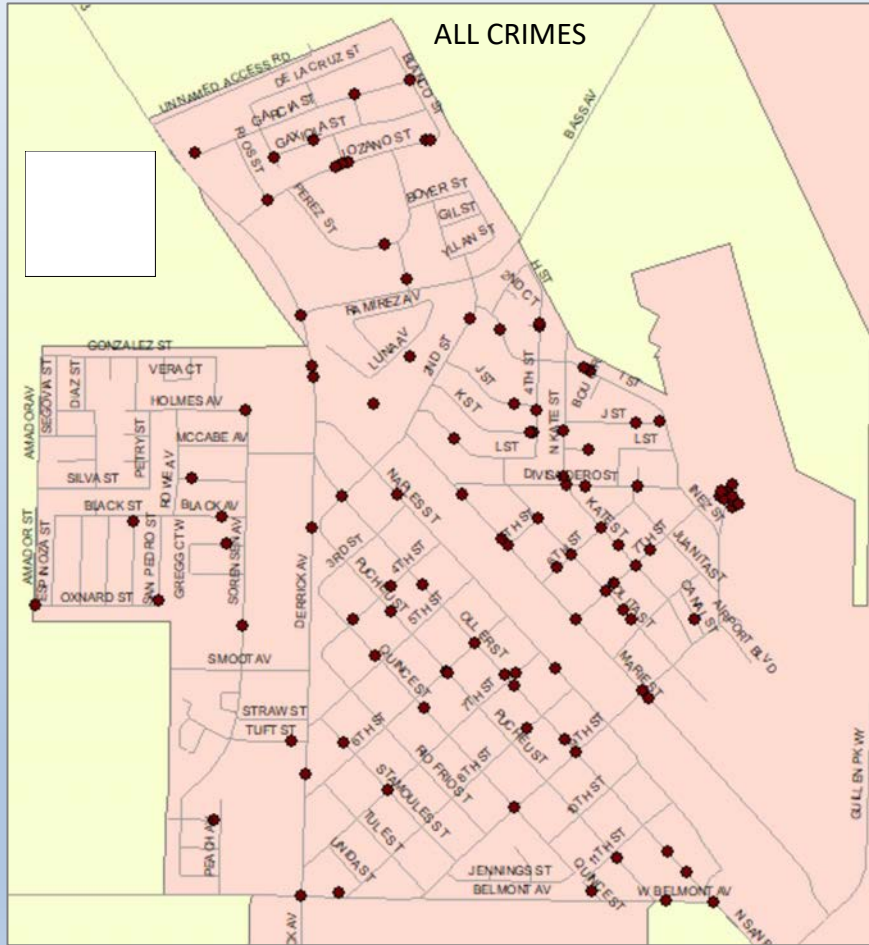


CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
220001425.1		6/23/2022	Thu	NO	HIT & RUN	VC 20002
220001426.1		6/23/2022	Thu	NO	SEX OFFENSE	PC 288
220001427.1		6/23/2022	Thu	NO	INCIDENT REPORT	
220001428.1		6/23/2022	Thu	NO	SIMPLE ASSAULT (DV)	PC 243E1
220001430.1		6/23/2022	Thu	YES	WARRANT ARREST	PC 978.5
220001431.1		6/23/2022	Thu	YES	AGGRAVATED ASSAULT	PC 245
220001433.1		6/24/2022	Fri	NO	ANIMAL COMPLAINT	
220001434.1		6/24/2022	Fri	NO	VANDALISM	PC 594
220001435.1		6/24/2022	Fri	YES	VANDALISM	PC 594
220001436.1		6/24/2022	Fri	NO	INCIDENT REPORT	
220001437.1		6/24/2022	Fri	NO	DECEASED PERSON	11-44
220001438.1		6/24/2022	Fri	NO	INCIDENT REPORT	
220001440.1		6/25/2022	Sat	NO	VANDALISM	PC 594
220001442.1		6/25/2022	Sat	YES	NARCOTICS VIOLATION	HS 11377A
220001443.1		6/25/2022	Sat	YES	PUBLIC INTOXICATION	PC 647F
220001444.1		6/25/2022	Sat	NO	INCIDENT REPORT	
220001445.1		6/26/2022	Sun	NO	GRAND THEFT AUTO	VC 10851
220001446.1		6/26/2022	Sun	YES	WARRANT ARREST	PC 978.5
220001447.1		6/26/2022	Sun	NO	HIT & RUN	VC 20002
220001448.1		6/26/2022	Sun	YES	VANDALISM	PC 594, PC 3455
220001449.1		6/26/2022	Sun	YES	OPEN CONTAINER	BP 25620, WARRANT ARREST
220001450.1		6/26/2022	Sun	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
220001455.1		6/27/2022	Mon	YES	DUI ARREST	VC 23152, TRAFFIC COLLISION
220001456.1		6/27/2022	Mon	NO	IDENTITY THEF	PC 530.5
220001457.1		6/27/2022	Mon	NO	INCIDENT REPORT	
220001460.1		6/27/2022	Mon	NO	INCIDENT REPORT	
220001464.1		6/28/2022	Tue	NO	VANDALISM	PC 594
220001474.1		6/28/2022	Tue	NO	PETTY THEFT	PC 484
220001475.1		6/28/2022	Tue	YES	WARRANT ARREST	PC 978.5, TRAFFIC CITE
220001476.1		6/29/2022	Wed	NO	VANDALISM	PC 594
220001481.1		6/29/2022	Wed	NO	EVADING	VC 2800.2
220001484.1		6/29/2022	Wed	NO	VANDALISM	PC 594
220001487.1		6/30/2022	Thu	NO	MOLESTATION	PC 647.6A1
220001488.1		6/30/2022	Thu	NO	REPOSSESSION	
220001489.1		6/30/2022	Thu	YES	WARRANT ARREST	PC 978.5
220001490.1		6/30/2022	Thu	NO	GRAND THEFT AUTO	VC 10851
220001491.1		6/30/2022	Thu	NO	EXTORTION	PC 518
220001492.1		6/30/2022	Thu	NO	INCIDENT REPORT	
220001493.1		6/30/2022	Thu	YES	NARCOTICS VIOLATION	HS 11377, WARRANT ARREST
220001494.1		6/30/2022	Thu	YES	NARCOTICS VIOLATION	HS 11364
220001495.1		6/30/2022	Thu	YES	FALSE INFO	PC 148.9
220001496.1		6/30/2022	Thu	YES	WARRANT ARREST	PC 978.5
220001497.1		6/30/2022	Thu	NO	GRAND THEFT AUTO	VC 10851



MENDOTA POLICE DEPARTMENT

JUNE 2022 - MAP



MENDOTA POLICE DEPARTMENT

JUNE 2022



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT					1			1
AGGRAVATED ASSAULT (DV)	2						2	4
ANIMAL COMPLAINT		1	2	1		1		5
ATTEMPTED MURDER						1	1	2
DECEASED PERSON						1		1
DUI ARREST	1	1		1		1		4
EVADING				1				1
EXTORTION					1			1
FALSE INFO					1			1
FIELD INTERVIEW				1				1
FOUND PROPERTY		1						1
GRAND THEFT AUTO	1	3	1	1	3	1	2	12
GTA RECOVERY		1		2			2	5
HIT & RUN	3				2		1	6
IDENTITY THEF		2						2
ILLEGAL FIREWORKS			1					1
INCIDENT REPORT	1	3	2		3	3	1	13
LOITERING	1							1
MISSING PERSON			1				1	2
MOLESTATION					1			1
NARCOTICS VIOLATION				3	3		3	9
OPEN CONTAINER	2							2
PETTY THEFT		1	3				1	5
PUBLIC INTOXICATION	1					1	1	3
RAPE			1					1
REPOSSESSION			3	1	1			5
RESISTING						1		1
RO VIOLATION					1	1		2
SEX OFFENSE		1			1			2
SHOOTING		1						1
SIMPLE ASSAULT							1	1
SIMPLE ASSAULT (DV)					1			1
TRAFFIC COLLISION				1	1		1	3
VANDALISM	3	3	1	3		2	2	14
VEHICLE STORAGE			1		1	1		3
WARRANT ARREST	3		1	1	4	1	1	11
Grand Total	18	18	17	16	25	15	20	129

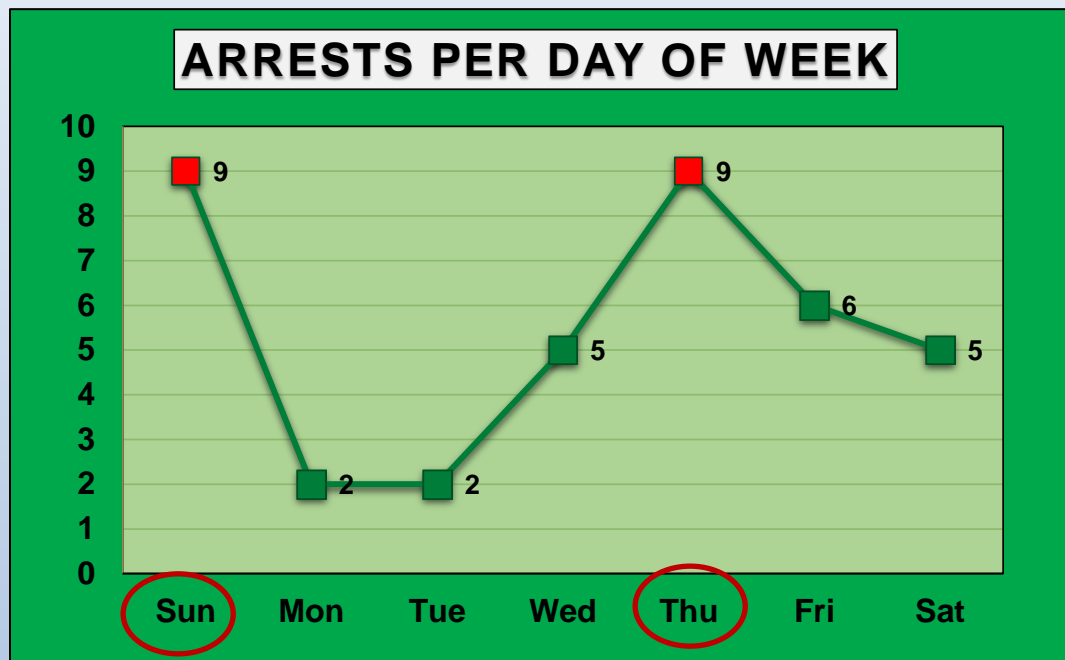


MENDOTA POLICE DEPARTMENT

JUNE 2022 - ARRESTS



DAYS	ARRESTS
Sun	9
Mon	2
Tue	2
Wed	5
Thu	9
Fri	6
Sat	5
Grand Total	38



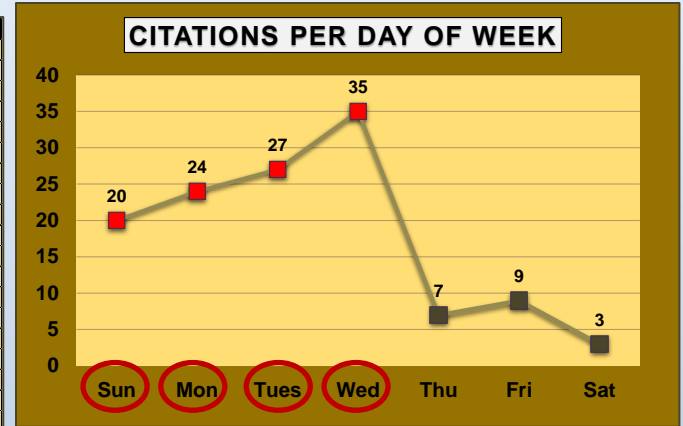


MENDOTA POLICE DEPARTMENT

JUNE 2022 - CITES



CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK
220001245.1	6/1/2022	Wed	220001334.1	6/12/2022	Sun	220001409.1	6/21/2022	Tue
220001247.1	6/1/2022	Wed	220001337.1	6/12/2022	Sun	220001412.1	6/21/2022	Tue
220001248.1	6/1/2022	Wed	220001338.1	6/13/2022	Mon	220001414.1	6/22/2022	Wed
220001249.1	6/1/2022	Wed	220001340.1	6/13/2022	Mon	220001415.1	6/22/2022	Wed
220001250.1	6/1/2022	Wed	220001341.1	6/13/2022	Mon	220001417.1	6/22/2022	Wed
220001251.1	6/1/2022	Wed	220001345.1	6/13/2022	Mon	220001418.1	6/22/2022	Wed
220001252.1	6/1/2022	Wed	220001346.1	6/13/2022	Mon	220001420.1	6/22/2022	Wed
220001253.1	6/1/2022	Wed	220001347.1	6/13/2022	Mon	220001421.1	6/22/2022	Wed
220001254.1	6/1/2022	Wed	220001348.1	6/13/2022	Mon	220001422.1	6/22/2022	Wed
220001256.1	6/2/2022	Thu	220001350.1	6/13/2022	Mon	220001424.1	6/22/2022	Wed
220001258.1	6/2/2022	Thu	220001351.1	6/13/2022	Mon	220001429.1	6/23/2022	Thu
220001261.1	6/2/2022	Thu	220001352.1	6/13/2022	Mon	220001441.1	6/24/2022	Fri
220001262.1	6/2/2022	Thu	220001353.1	6/13/2022	Mon	220001439.1	6/25/2022	Sat
220001266.1	6/3/2022	Fri	220001354.1	6/13/2022	Mon	220001451.1	6/26/2022	Sun
220001267.1	6/3/2022	Fri	220001359.1	6/14/2022	Tue	220001452.1	6/26/2022	Sun
220001268.1	6/3/2022	Fri	220001360.1	6/14/2022	Tue	220001453.1	6/26/2022	Sun
220001269.1	6/3/2022	Fri	220001361.1	6/14/2022	Tue	220001432.1	6/24/2022	Fri
220001270.1	6/3/2022	Fri	220001362.1	6/14/2022	Tue	220001458.1	6/27/2022	Mon
220001271.1	6/3/2022	Fri	220001363.1	6/14/2022	Tue	220001459.1	6/27/2022	Mon
220001274.1	6/3/2022	Fri	220001364.1	6/14/2022	Tue	220001461.1	6/27/2022	Mon
220001286.1	6/5/2022	Sun	220001365.1	6/14/2022	Tue	220001462.1	6/27/2022	Mon
220001287.1	6/5/2022	Sun	220001367.1	6/15/2022	Wed	220001454.1	6/27/2022	Mon
220001289.1	6/6/2022	Mon	220001368.1	6/15/2022	Wed	220001463.1	6/27/2022	Mon
220001292.1	6/6/2022	Mon	220001369.1	6/15/2022	Wed	220001465.1	6/28/2022	Tue
220001297.1	6/6/2022	Mon	220001370.1	6/15/2022	Wed	220001466.1	6/28/2022	Tue
220001298.1	6/6/2022	Mon	220001372.1	6/15/2022	Wed	220001467.1	6/28/2022	Tue
220001302.1	6/7/2022	Tue	220001374.1	6/15/2022	Wed	220001468.1	6/28/2022	Tue
220001304.1	6/7/2022	Tue	220001379.1	6/16/2022	Thu	220001469.1	6/28/2022	Tue
220001305.1	6/7/2022	Tue	220001382.1	6/18/2022	Sat	220001470.1	6/28/2022	Tue
220001307.1	6/7/2022	Tue	220001384.1	6/18/2022	Sat	220001471.1	6/28/2022	Tue
220001308.1	6/7/2022	Tue	220001389.1	6/19/2022	Sun	220001472.1	6/28/2022	Tue
220001309.1	6/8/2022	Wed	220001390.1	6/19/2022	Sun	220001473.1	6/28/2022	Tue
220001311.1	6/8/2022	Wed	220001392.1	6/19/2022	Sun	220001475.1	6/28/2022	Tue
220001312.1	6/8/2022	Wed	220001393.1	6/19/2022	Sun	220001477.1	6/29/2022	Wed
220001313.1	6/8/2022	Wed	220001394.1	6/19/2022	Sun	220001478.1	6/29/2022	Wed
220001316.1	6/9/2022	Thu	220001395.1	6/19/2022	Sun	220001479.1	6/29/2022	Wed
220001328.1	6/12/2022	Sun	220001399.1	6/19/2022	Sun	220001480.1	6/29/2022	Wed
220001329.1	6/12/2022	Sun	220001401.1	6/20/2022	Mon	220001482.1	6/29/2022	Wed
220001330.1	6/12/2022	Sun	220001402.1	6/20/2022	Mon	220001483.1	6/29/2022	Wed
220001331.1	6/12/2022	Sun	220001406.1	6/21/2022	Tue	220001485.1	6/29/2022	Wed
220001332.1	6/12/2022	Sun	220001407.1	6/21/2022	Tue	220001486.1	6/29/2022	Wed
220001333.1	6/12/2022	Sun	220001408.1	6/21/2022	Tue			

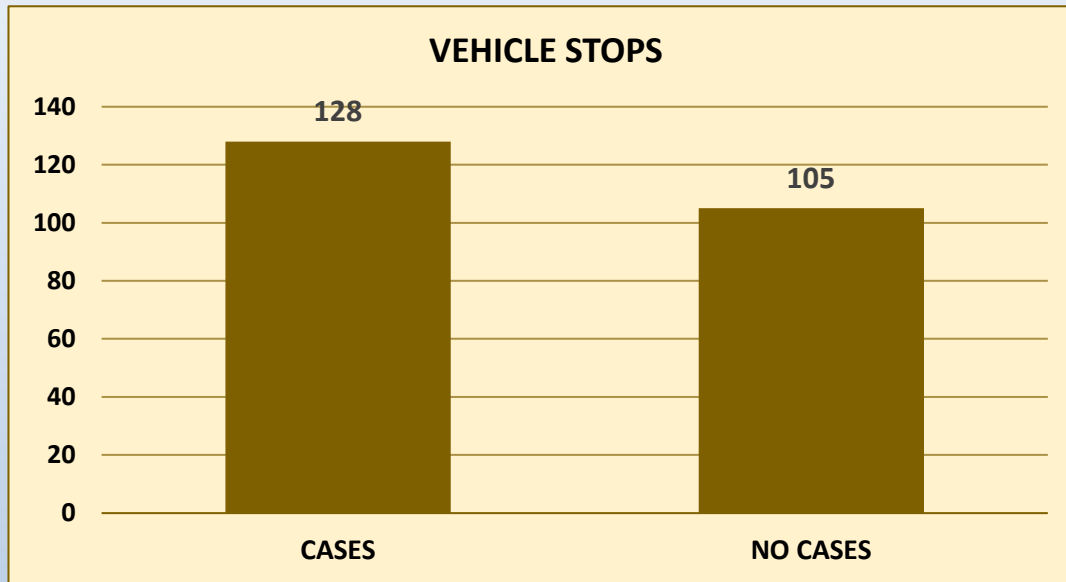


DAYS	COUNT
Sun	20
Mon	24
Tues	27
Wed	35
Thu	7
Fri	9
Sat	3
Grand Total	125



MENDOTA POLICE DEPARTMENT

JUNE 2022 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 233

- WITH CASE NUMBERS – 128
- WITHOUT CASE NUMBERS - 105



MENDOTA POLICE DEPARTMENT

JUNE 2022



	December	January	February	March	April	May	June	July	August	September	October	November	December	2022 Totals	MAY-JUN%
Homicide	0	0	0	0	0	0	0							0	NON-CAL
Rape	0	0	1	0	0	0	1							2	NON-CAL
Other Sex Offense	1	0	1	1	0	3	3							8	0%
Robbery	0	1	0	0	1	1	0							3	-100%
Aggravated Assault	2	2	2	2	2	1	3							12	200%
Aggravated Assault (DV)	2	0	3	5	2	3	4							17	33%
Simple Assault	1	1	2	4	1	1	1							10	0%
Simple Assault (DV)	1	1	2	0	0	0	1							4	NON-CAL
Residential Burglary	0	1	1	3	0	0	0							5	NON-CAL
Commercial Burglary	2	0	1	2	0	1	0							4	-100%
Auto Theft	9	5	6	7	10	17	12							57	-29%
Grand Theft	17	4	7	8	5	4	0							28	-100%
Petty Theft	1	6	7	5	4	5	5							32	0%
Vehicle Burglary	1	7	2	3	1	2	0							15	-100%
ID Theft/Fraud	2	0	0	1	1	0	2							4	NON-CAL
Arson	0	0	0	0	0	0	0							0	NON-CAL
Vandalism	11	12	10	9	16	17	14							78	-18%
Hate Crimes	0	0	0	0	0	0	0							0	NON-CAL
Possession of Firearm	0	0	0	1	0	0	0							1	NON-CAL
Possession of Knife	1	0	0	0	0	0	0							0	NON-CAL
DUI Arrests	1	3	7	9	4	6	4							33	-33%
Public Intoxication	1	0	2	3	1	2	3							11	50%
Narcotics Violation	3	5	6	6	7	12	9							45	-25%
Parole/Restraining Order Violation	0	2	2	1	0	1	2							8	100%
Warrant Arrest	20	14	13	15	16	19	13							90	-32%
Mental Health Reports	2	0	2	2	3	5	0							12	-100%
Runaway / Missing	2	1	2	1	4	1	2							11	100%
Trespass	0	3	3	6	0	0	0							12	NON-CAL
TOTALS	80	68	82	94	78	101	79	0	0	0	0	0	0	502	-22%



MENDOTA POLICE DEPARTMENT

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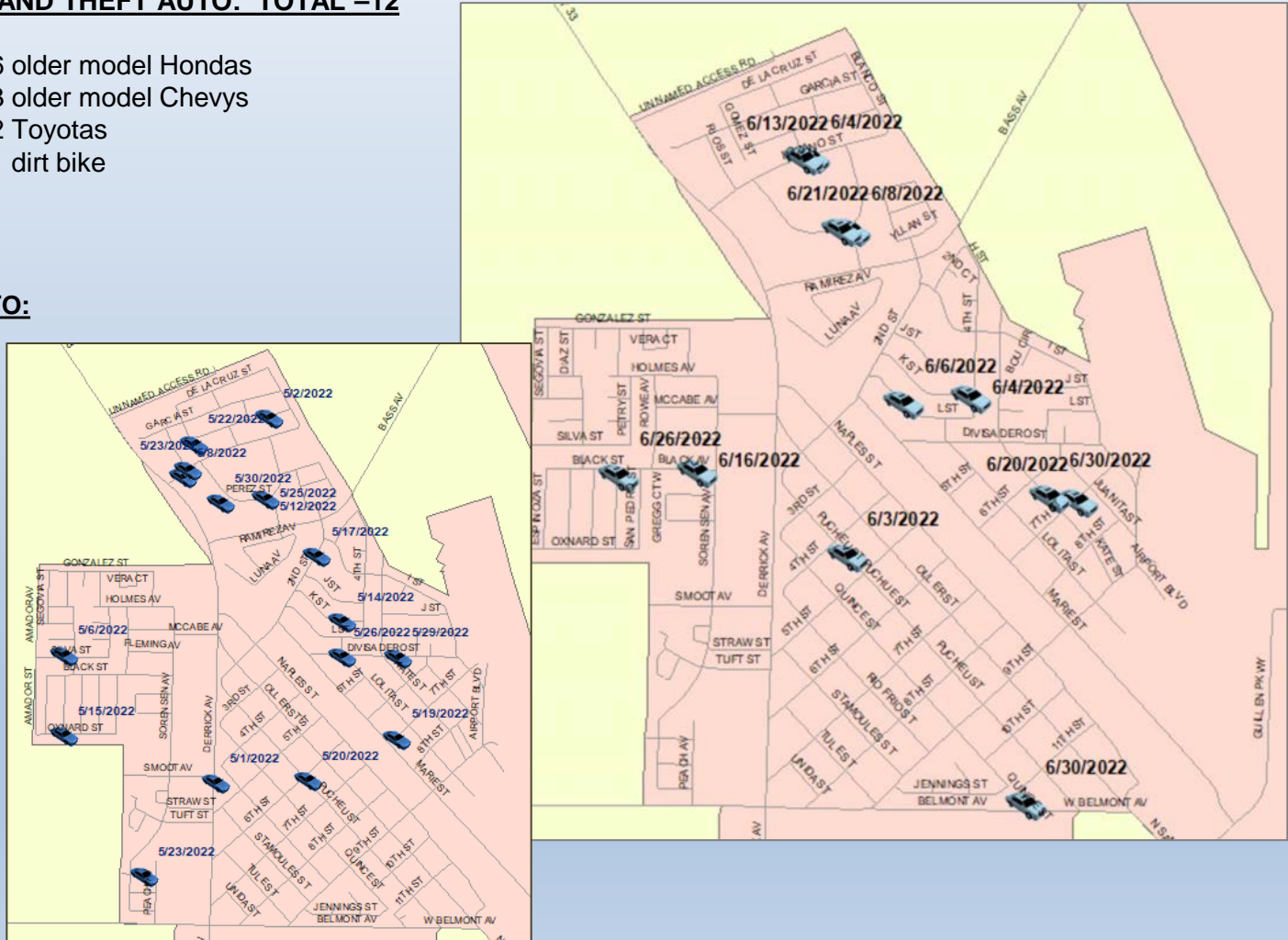
GRAND THEFT AUTO: TOTAL -12

- 6 older model Hondas
- 3 older model Chevys
- 2 Toyotas
- 1 dirt bike

MAY GRAND THEFT AUTO:

TOTAL -17

- 9 older model Chevys
- 7 older model Hondas
- 1 Ford Expedition





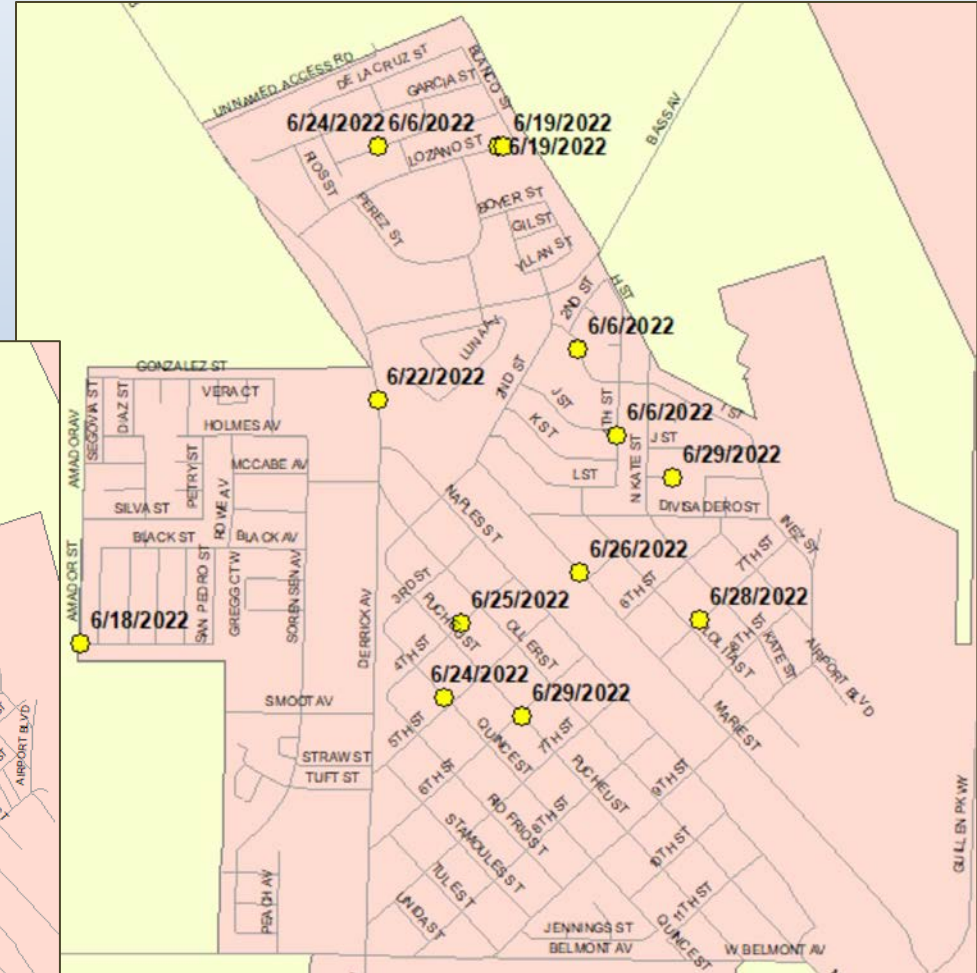
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VANDALISMS: TOTAL -14

- 10 to vehicles
- 3 to residences
- 1 park



MAY VANDALISMS: TOTAL -19

- 11 to vehicles
- 3 to residences
- 3 businesses

