



CITY OF MENDOTA

"Cantaloupe Center Of The World"

ROBERT SILVA
Mayor

ROLANDO CASTRO
Mayor Pro Tem

VICTOR MARTINEZ

JESSE MENDOZA

OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
CITY COUNCIL CHAMBERS
643 QUINCE STREET
October 8, 2019
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, those requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATION

1. Jared Nimer from the Fresno County Department of Public Works and Planning to present on the Fresno County Community Development 2020-2024 Consolidated Plan.

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 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, state their names and addresses for the record. Please watch the time.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of September 24, 2019.
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. SEPTEMBER 24, 2019 THROUGH OCTOBER 03, 2019
WARRANT LIST CHECKS NO. 45883 THROUGH 45948
TOTAL FOR COUNCIL APPROVAL = \$371,747.18
2. Proposed adoption of **Resolution No. 19-72**, approving the Fresno County Multi-Jurisdictional Local Hazard Mitigation plan dated May 2018.
3. Proposed adoption of **Resolution No. 19-74**, authorizing the City Manager to enter into an agreement with Provost & Pritchard Consulting Group for services related to the annexation at Rojas Pierce Park.

BUSINESS

1. Council discussion and consideration on the location of flagpoles at Robert Silva Plaza.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide direction to staff on how to proceed*
2. Council discussion and consideration of **Resolution No. 19-73**, adopting the Mitigated Negative Declaration prepared for the Mendota Community Center Project.
 - a. *Receive report from Assistant City Engineer Osborn*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and consider the adoption Resolution No. 19-73*

3. Council discussion and consideration of **Resolution No. 19-75**, establishing the application submittal period for applications to enter into a development agreement for commercial cannabis activity.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens floor to receive any comment from the public*
 - d. *Council provide any input and consider the adoption Resolution No. 19-75*

PUBLIC HEARING

1. Public hearing and second reading of **Ordinance No. 19-10**, amending provisions of the Mendota Municipal Code regarding the abatement of abandoned, wrecked, dismantled, and inoperative vehicles.
 - a. *Receive report from City Attorney Kinsey*
 - b. *Inquiries from Council to staff*
 - c. *Mayor opens the public hearing, accepting comments from the public*
 - d. *Mayor closes the public hearing*
 - e. *Council provide any input, waive second reading, and adopt Ordinance No. 19-10*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Monthly Report
2. City Attorney
 - a) Update
3. City Manager
 - a) Update on the options related to the Redevelopment Agency

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of October 8, 2019, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, October 4, 2019 at 3:30 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

September 24, 2019

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

Roll Call

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Rolando Castro (entered at 6:15 p.m.), Councilors Jesus Mendoza and Oscar Rosales

Council Members Absent: Councilor Victor Martinez

Flag salute led by Mayor Silva

FINALIZE THE AGENDA

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

A motion was made by Councilor Rosales to adopt the agenda, seconded by Councilor Mendoza; unanimously approved (3 ayes absent: Castro and Martinez).

PRESENTATIONS

1. Council to recognize Jeronimo Angel for his service to the community.

Mayor Silva introduced the item.

Mr. Jeronimo Angel thanked the staff, Council and the City of Mendota for the opportunity to serve the community.

The Council thanked Mr. Angel for his service to the City, and Mayor Silva presented the plaque to Mr. Angel.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Ofelia Ochoa – inquired as to what the requirements are to recognize a community member, and requested the Council’s support with upcoming classes that will be brought into Mendota.

Craig Schmidt (Gill Ranch Storage) – invited the Council to the Taco Tuesday event that will be held on October 1, 2019 at Garcia Trucking, and informed the Council of the upcoming first responders training that is scheduled for October 16, 2019 (Mayor Pro Tem Castro entered the Council Chambers at 6:15 p.m.).

Kevin Romero – provided a sports update on the Mendota High School teams.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of September 10, 2019.
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 Mendoza to approve items 1 and 2, seconded by Councilor Rosales; unanimously approved (4 ayes, absent: Martinez).

CONSENT CALENDAR

1. SEPTEMBER 10, 2019 THROUGH SEPTEMBER 18, 2019
WARRANT LIST CHECKS NO. 45817 THRU 45882
TOTAL FOR COUNCIL APPROVAL = \$251,477.71
2. Proposed adoption of **Resolution No. 19-70**, authorizing the submittal of applications for all CalRecycle grants for which the City of Mendota is eligible for.
3. Proposed adoption of **Resolution No. 19-71**, approving an agreement with Mountain Valley Environmental Services for water and wastewater treatment oversight services and authorizing the City Manager to execute same.

A motion was made by Councilor Rosales to adopt items 1 through 3 of the Consent Calendar, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

BUSINESS

1. Council discussion and consideration of the second hearing and proposed adoption of **Ordinance No. 19-08**, amending the zoning code to permit commercial cannabis retail businesses in the C-3 district, subject to a conditional use permit.

Mayor Silva introduced the item and City Attorney Kinsey summarized the report including the background of the item; stated that the ordinance will approve amendments to the Mendota zoning code; that it would allow a dispensary in the C-3 zoning district; and commented on the Council voting requirements for the adoption of the item.

Discussion was held on allowing a cannabis dispensary to conduct business in the C-3 zone.

A motion was made by Councilor Rosales to adopt Ordinance No. 19-08, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

2. Council discussion and consideration of Agreement for Exclusive Right to Negotiate with Liberty Groves, LLC and Water Solutions Technologies, LLC regarding wastewater treatment plant improvements.

Mayor Silva introduced the item and City Manager Gonzalez summarized the report including the Council's previous discussion and direction to terminate the agreement with Greystone Equities, LLC.

Igal Treibatch (Greystone Equities, LLC) - provided an update of the tertiary treatment plant project to Council, and requested that Council rescind the agreement termination and allow an extension until January 2020.

Discussion was held on the project's progress to date, and the lack of routine progress updates to the Council; allowing an extension of the agreement until January 2020 with an amendment to the agreement that will allow the City to engage in business discussions with Axiom; and ensuring that the information that is being produced by Greystone Equities, LLC remains confidential.

A motion was made by Councilor Rosales to direct staff to work with Greystone Equities to modify the agreement to allow for the City to negotiate with the Cannabis Cultivator and Greystone Equities simultaneously, seconded by Councilor Mendoza; unanimously approved (4 ayes, absent: Martinez).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

City Manager Gonzalez informed Council that Director Lekumberry was not able to attend the meeting but would answer any questions the Council may have.

No questions were asked regarding Director Lekumberry's report.

2. Finance Officer
a) Grant Update

Finance Officer Diaz provided her grant update.

3. City Attorney
a) Update

City Attorney Kinsey continues to work with staff and the Police Department on various items.

4. City Manager

City Manager Gonzalez informed the Council of the upcoming softball game scheduled for October 11, 2019 at 6:00p.m.; the status of the lighting improvements on Oller Street; the status of the Black Avenue & Fifth Street Reconstruction Project; the status of the Rojas-Pierce Park Expansion Project; and the status of the AMOR project.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Councilor Rosales thanked the audience and staff for attending the meeting; thanked Mr. Angel for his dedication to the community; thanked the police department for policing the schools; and mentioned that he met a local artist who is interested in creating artwork around town at no cost.

Mayor Silva commented on noise violations throughout the City.

Councilor Mendoza inquired as to whether the City owns the building that Mendota Youth Recreation is located; and stated that he seeking a location for an artist to post a mural for the 2020 Census.

Mayor Pro Tem Castro thanked Mr. Angel for his accomplishments in the City.

2. Mayor

Mayor Silva commented that the City is moving forward and that there is a lot of work being done.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 6:54 p.m. by Councilor Rosales, seconded by Councilor Mendoza;unanimously approved (4 ayes, absent: Martinez).

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
9/24/2019 - 10/3/2019
Check# 45883 - 45948

Date	Check #	Amount	Vendor	Department	Description
September 24, 2019	45883	\$255.70	ADT SECURITY SERVICES	GENERAL	SECURITY SERVICES 10/1/2019 - 12/31/2019
September 24, 2019	45884	\$23,547.82	AETNA LIFE INSURANCE CO	GENERAL	MEDICAL INSURANCE FOR OCTOBER 2019
September 24, 2019	45885	\$619.81	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELL PHONE SERVICES
September 24, 2019	45886	\$600.00	DATA TICKET INC	GENERAL	DAILY CITATION, NOTICE, OUT OF STATE COLLECTIONS, APPEAL, & CORRESPONDANCE FOR JUNE, JULY, & AUGUST 2019
September 24, 2019	45887	\$1,962.34	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR OCTOBER 2019
September 24, 2019	45888	\$35,117.33	PG&E	GENERAL-WATER-SEWER-STREETS	WATER DEPARTMENT UTILITIES 8/15/2019 - 9/15/2019
September 24, 2019	45889	\$194.36	PITNEY BOWES INC	GENERAL-WATER-SEWER	POSTAGE METER RENTAL 10/1/2019 - 12/31/2019
September 24, 2019	45890	\$2,012.98	PURCHASE POWER	GENERAL-WATER-SEWER	POSTAGE METER REFILL 8/29/2019 & 9/12/2019
September 30, 2019	45891	\$57.99	ADT SECURITY SERVICES	WATER	SECURITY SERVICES 10/4/2019 - 11/3/2019
September 30, 2019	45892	\$1,431.51	ALERT-O-LITE	STREETS	(40) CONE 18" ORANGE REFLECTIVE STREET MAINTENANCE & (10) STRIPING PAINT YELLOW FOR STREETS
September 30, 2019	45893	\$300.37	ALEX AUTO DIAGNOSTICS	GENERAL	UNIT#M83 - HVAC HEATER BLEND DOOR ACTUATOR, VEH#81 - SYNTHETIC ENGINE OIL & FILTER CHANGE (PD)
September 30, 2019	45894	\$90.76	AMERIPRIDE SERVICES INC	GENERAL	PUBLIC WORKS UNIFORM WEEK 9/19/2019
September 30, 2019	45895	\$1,009.70	BSK ASSOCIATES	WATER-SEWER	GENERAL EDT WEEKLY TREATMENT & DISTRIBUTION (3), MONTHLY WASTEWATER ANALYSIS 9/3/2019 & 9/10/2019
September 30, 2019	45896	\$69,917.00	CSJVRMA	GENERAL	BUSINESS TRAVEL ACCIDENT 7/1/2019 - 6/30/2020, LIABILITY PROGRAM, & WORKER'S COMPENSATION PROGRAM
September 30, 2019	45897	\$753.83	CENTRAL VALLEY BUSINESS FORMS	GENERAL	(1000 CT) NOTICE TO APPEAR (PD)
September 30, 2019	45898	\$365.00	CENTRAL VALLEY VETERINARY CLINIC	GENERAL	(9) EUTHANASIA 20-60 LBS & CREMATION
September 30, 2019	45899	\$658.43	CORBIN WILLITS SYS INC	GENERAL-WATER-SEWER	ENHANCEMENT & SERVICES MAINTENANCE FEES - OCTOBER 2019
September 30, 2019	45900	\$658.34	DEPARTMENT OF CONSERVATION	GENERAL	STRONG MOTION INSTRUMENTAL & SEISMIC HAZARD 4/1/2019 - 6/30/2019
September 30, 2019	45901	\$210.00	DEPARTMENT OF JUSTICE	GENERAL	(6) BLOOD ALCOHOL ANALYSIS (PD)
September 30, 2019	45902	\$1,244.35	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	(5000 CT) UTILITY BILLS PRINTED BOTH SIDES & (12000 CT) LEFT HAND ENVELOPES #10
September 30, 2019	45903	\$512.96	GRANITE CONSTRUCTION	STREETS	(22.23) 3/4" CALTRANS CLASS 2AB STREET PATCHING & (22.44) 3/4" CALTRANS CLASS 2AB-2ND STREET & MARIE STREET PATCHING
September 30, 2019	45904	\$97.17	HR DIRECT	GENERAL-WATER-SEWER	(1) ENGLISH CA PUB POSTER GUARD 1 YEAR STATE/FED/LOCAL
September 30, 2019	45905	\$841.50	JT2 INC DBA TODD COMPANIES	WATER	DEPOSIT REIMBURSEMENT - HYDRANT METER RENTAL
September 30, 2019	45906	\$640.00	KERWEST NEWSPAPER	GENERAL-WATER-SEWER	(19) SALE OF SURPLUS PROPERTY, (5.5) SUMMARY ORDINANCE 19-09 COMMERCIAL CANNABIS, (7.5) ORDINANCE 19-08 AMEND ZONING CODE
September 30, 2019	45907	\$110.00	LOS BANOS VETERINARY CLINIC	GENERAL	(2) ANIMAL EUTHANASIA
September 30, 2019	45908	\$183.43	MENDOTA SMOG & REPAIR	GENERAL	VEH#92-MOTOR OIL CHANGE & VEH#92 - AIR FILTER AND CABIN FILTER REPLACEMENT (PD), VEH#87 - MOTOR OIL CHANGE & TIRE ROTATION

CITY OF MENDOTA
CASH DISBURSEMENTS
9/24/2019 - 10/3/2019
Check# 45883 - 45948

September 30, 2019	45909	\$280.25	METRO UNIFORM	GENERAL	(2) SH SLEEVE (2) XFX CLASS PANTS (4) SHOULDER PATCH (PD)
September 30, 2019	45910	\$831.50	MID VALLEY DISPOSAL INC	STREETS	ROLL OFF BIN EXCHANGE 10 YARD (QTY 9.31 & 7.32)
September 30, 2019	45911	\$900.00	MUNICIPAL CODE CORPORATION	GENERAL-WATER-SEWER	ANNUAL ONLINE CODE HOSTING 9/1/2019 - 8/31/2020
September 30, 2019	45912	\$1,231.60	NORTHSTAR CHEMICAL	WATER	(600 GAL) SODIUM HYPOCHLORITE 12.5%
September 30, 2019	45913	\$436.76	OFFICE DEPOT	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
September 30, 2019	45914	\$40,850.12	PG&E	GENERAL-WATER-SEWER- REFUSE-AVIATION-STREETS	CITYWIDE UTILITY SERVICES 8/19/2019 - 9/17/2019
September 30, 2019	45915	\$708.55	R&B COMPANY	WATER	(2) 6" HYDRANT EXT BARREL, STEM, BOXED ACC KIT
September 30, 2019	45916	\$331.73	UNION PACIFIC RAILROAD COMPANY	STREETS	PUBLIC ROADWAY ENCROACHMENT OCTOBER 2019
September 30, 2019	45917	\$1,140.63	TRIANGLE ROCK PRODUCTS LLC	STREETS	(11.65) ST 3/8 ASPHALT STREETS REPAIR, (4.33) ST 3/8 CM ASPHALT STREETS REPAIR
September 30, 2019	45918	\$806.25	VALLEY PETROLEUM & LIFT INC	GENERAL-WATER-SEWER- STREETS	APCD TEST PASSED WHIP HOSE SHREDDER 8' HOSE REPLACEMENT
September 30, 2019	45919	\$708.50	VENTURA TV VIDEO APPLIANCE CENTER	GENERAL	(1) FREEZER 20' CHEST WHITE (ANIMAL CONTROL)
September 30, 2019	45920	\$130.00	VILLAMAR MOTORS & TRANS	GENERAL	VEH# M84 - OIL CHANGE & TIRE ROTATION (PD)
October 2, 2019	45921	\$106,859.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 9/16/2019 - 9/29/2019
October 3, 2019	45922	\$350.00	ALL VALLEY ADMINISTRATORS LLC	GENERAL-WATER-SEWER	4TH QUARTER 2019 RETIREMENT PLAN ADMINISTRATION
October 3, 2019	45923	\$1,254.50	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT COPIER - SEPTEMBER 2019
October 3, 2019	45924	\$822.65	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 8/25/2019 - 9/24/2019
October 3, 2019	45925	\$464.32	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR SEPTEMBER 2019
October 3, 2019	45926	\$297.29	DATAMATIC INC	WATER	MONTHLY SOFTWARE LICENSE & SERVICE MAINTENANCE FEE
October 3, 2019	45927	\$434.00	FRESNO MOBILE RADIO INC	GENERAL	(31) POLICE DEPARTMENT RADIO SERVICES FOR SEPTEMBER 2019
October 3, 2019	45928	\$1,568.63	GIERSCH & ASSOCIATES INC	SEWER	PROFESSIONAL SERVICES - FINAL BILL FOR LOZANO LIFT STATION SERVICES 7/15/2019 - 9/18/2019
October 3, 2019	45929	\$393.79	GIERLICH-MITCHELL INC	WATER	(1) EBARA PUMP (1) FREIGHT (WTP)
October 3, 2019	45930	\$720.00	GONZALEZ TRANSPORT INC	WATER-STREETS	(3) BASE ROCK DELIVERIES 9/17/2019 & 9/18/2019
October 3, 2019	45931	\$880.64	EDWARD JIMENEZ	GENERAL	POST FIELD TRAINING SAN LUIS OBISPO - PER DIEM, HOTEL, & REGISTRATION OCTOBER 6 - OCTOBER 11 (PD)
October 3, 2019	45932	\$1,153.27	KOPPEL & GRUBER	GENERAL	CFD NO 2006-1 POLICE & FIRE SERVICES JULY 2019 THRU SEPTEMBER 2019
October 3, 2019	45933	\$899.55	DAVID MALDONADO	GENERAL	POST FIELD TRAINING SAN LUIS OBISPO - PER DIEM, HOTEL, & REGISTRATION OCTOBER 6 - OCTOBER 11 (PD)

CITY OF MENDOTA
 CASH DISBURSEMENTS
 9/24/2019 - 10/3/2019
 Check# 45883 - 45948

October 3, 2019	45934	\$6,000.00	MOUNTAIN VALLEY ENVIRONMENTAL SERVICES	WATER-SEWER	OCTOBER 2019 WATER TREATMENT & WASTEWATER TREATMENT
October 3, 2019	45935	\$110.23	OFFICE DEPOT	GENERAL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
October 3, 2019	45936	\$385.44	PITNEY BOWES INC	GENERAL-WATER-SEWER	(3) RED INK CARTRIDGES FOR POSTAGE MACHINE
October 3, 2019	45937	\$55,222.99	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	PROFESSIONAL SERVICES AUGUST 2019 AMOR PROJECT - PASSTHRU , STORM DRAIN, WASTEWATER, WATER, STORM DRAIN, & RETAINER
October 3, 2019	45938	\$963.37	RAMON'S TIRE & AUTO SERVICE	GENERAL-WATER-SEWER- STREETS	MULTIPLE DEPARTMENT TIRE REPLACEMENT, REPAIR, INSTALL, BALANCE, MOUNT, OR ROTATE
October 3, 2019	45939	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES 9/21/2019 - 10/20/2019 (PD)
October 3, 2019	45940	\$487.52	KEVIN SMITH	GENERAL	EXPENSE REIMBURSEMENT - (4) TIRE REPLACEMENT, INSTALL, & WARRANTY FOR UNIT# M94 (CSO) & FUEL REIMBURSEMENT
October 3, 2019	45941	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT FOR COPIER (PD)
October 3, 2019	45942	\$140.30	TIREHUB LLC	GENERAL	(1) EAGLE RS POLICE BW TIRE UNIT# M84 (PD)
October 3, 2019	45943	\$63.00	WECO	GENERAL-WATER-SEWER	(6) RENT CYL ACETYLENE #4, OXYGEN D & K FOR SEPTEMBER 2019
October 3, 2019	45944	\$72.79	ADRIANA AVINA MEZA	WATER	MQ CUSTOMER REFUND FOR AVI0025
October 3, 2019	45945	\$19.75	HECTOR LOPEZ	WATER	MQ CUSTOMER REFUND FOR LOP0084
October 3, 2019	45946	\$85.89	PEDRO MARTINEZ JR	WATER	MQ CUSTOMER REFUND FOR MAR0118
October 3, 2019	45947	\$56.19	LUZ MARIA RAMIREZ	WATER	MQ CUSTOMER REFUND FOR RAM0132
October 3, 2019	45948	\$78.70	TERESA VIRGEN COLON	WATER	MQ CUSTOMER REFUND FOR VEN0001
		\$371,747.18			

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ADOPTION OF THE FRESNO COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD MITIGATION PLAN
DATE: OCTOBER 8, 2019

ISSUE

Shall the City Council approve Resolution No. 19-72, adopting the Fresno County Multi-Jurisdictional Local Hazard Mitigation Plan Dated May 2018?

BACKGROUND

The Fresno County Multi-Jurisdictional Local Hazard Mitigation Plan was prepared pursuant to the requirements of the Disaster Mitigation Act of 2000. The plan was originally developed in 2007-2008 and Federal Emergency Management Agency approved it in 2009. The plan was comprehensively updated in 2017-2018.

ANALYSIS

The adoption of the Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-disaster and post-disaster mitigation grant programs. In order to enable the Plan's final approval, the City Council must consider and adopt the plan to demonstrate the City's commitment to fulfilling the goals and objectives outlined in the plan.

FISCAL IMPACT

Fiscal impact will only be realized should the City require grant funding from FEMA due to the impacts of hazards.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 19-72, adopting the Fresno County Multi-Jurisdictional Local Hazard Mitigation Plan Dated May 2018.

Attachment(s):

Resolution No. 19-72

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ADOPTING THE
FRESNO COUNTY MULTI- JURISDICTIONAL
LOCAL HAZARD MITIGATION PLAN DATED
MAY 2018**

RESOLUTION NO. 19-72

WHEREAS, the City of Mendota recognizes the threat that natural hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

WHEREAS, the United States Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre-disaster and post-disaster mitigation grant programs; and

WHEREAS, the County of Fresno, as the lead agency, in 2017-2018 updated the Fresno County Multi-Jurisdictional Hazard Mitigation Plan, which is on file with the City Clerk and is incorporated herein by this reference; and

WHEREAS, the City of Mendota has fully participated in the FEMA-prescribed mitigation planning process to prepare this updated hazard mitigation plan; and

WHEREAS, the City of Mendota is identified as Annex H in the hazard mitigation plan; and

WHEREAS, FEMA has reviewed the local hazard mitigation plan and determined that this plan is eligible for final approval contingent upon adoption by Fresno County and all participating agencies; and

WHEREAS, the City of Mendota desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by adopting the Fresno County Multi-Jurisdictional Hazard Mitigation Plan; and

WHEREAS, adoption by the governing body for the City of Mendota demonstrates the jurisdiction's commitment to fulfilling the goals and objectives outlined in this Local Hazard Mitigation Plan; and

WHEREAS, adoption of the plan authorizes responsible agencies to carry out their responsibilities under the plan.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby adopts the Fresno County Jurisdictional Local Hazard Mitigation Plan.

BE IT FURTHER RESOLVED, and authorizes staff to submit this adoption resolution to the Fresno County Office of Emergency Services, to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000.

Robert Silva, 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 8th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, ASSISTANT CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AGREEMENT WITH PROVOST & PRITCHARD FOR ANNEXATION SERVICES
DATE: OCTOBER 8, 2019

ISSUE

Shall the City Council adopt Resolution No. 19-74 authorizing the City Manager to enter into an agreement with Provost & Pritchard Consulting Group for services related to annexation at Rojas Pierce Park?

BACKGROUND

In 2006, the City began development of a master plan for the improvement and expansion of Rojas Pierce Park. In 2008, it undertook Phase I of the improvements, resulting in a nearly complete renovation of the approximately 21-acre site. The master plan also called for expansion of the park westward north of Smoot Street, and later in 2008 Westlands Water District granted a 10-acre portion of (then) Assessor's Parcel No. 012-190-14ST to the City to allow for that expansion. To this point, the easternmost portion of the parcel has been developed with a soccer field, but the rest remains vacant. Although the 10 acres abut the city limits on the north and the east, the parcel remains within unincorporated Fresno County.

ANALYSIS

Annexation of both the park expansion parcel and additional area extending west to the centerline of the Amador Avenue Alignment would create a logical boundary and allow for future extension of the City's street system to alleviate traffic concerns in the Las Palmas subdivision. Additionally, although the City owns the 10 acres in fee, because the parcel is located outside of the city limits, the City must pay annual property taxes on the land.

Provost & Pritchard currently serves as the City Engineer and served as the City Planner from 2008-2017. Since 2017, Provost & Pritchard planning staff have continued to provide as-needed assistance to the City, including the recently completed California Environmental Quality Act document for the Mendota Community Center to be located immediately east of the subject site. Provost & Pritchard's local knowledge and familiarity with LAFCo processes help ensure that annexation of the subject site will proceed smoothly and efficiently.

FISCAL IMPACT

Provost & Pritchard proposes to perform the necessary services for an estimated fee of \$6,500. The fee includes compilation of record and background information, preparation of legal descriptions and exhibits; preparation of a staff report and resolution for City Council consideration; preparation of the Fresno LAFCo application materials; and attendance at

meetings with LAFCo staff, the City Council, and the LAFCo Commission. Additional pre-application and application fees of approximately \$5,300 would be payable to LAFCo as a requisite for submittal of the application.

RECOMMENDATION

Staff recommends that the City Council adopts Resolution No. 19-74 authorizing the City Manager to enter into an agreement with Provost & Pritchard Consulting Group for services related to annexation at Rojas Pierce Park.

Attachment(s):

Resolution 19-74

Letter Proposal Dated October 1, 2019

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH PROVOST & PRITCHARD
CONSULTING GROUP FOR SERVICES
RELATED TO ANNEXATION AT ROJAS
PIERCE PARK**

RESOLUTION NO. 19-74

WHEREAS, the City of Mendota owns in fee Fresno County Assessor's Parcel No. 012-190-55ST (the Property); and

WHEREAS, the Property abuts but is located outside of the City's corporate boundary; and

WHEREAS, to allow for the most efficient use of public resources, the City wishes to annex the Property; and

WHEREAS, Provost & Pritchard Consulting Group has provided a proposal to the City Manager offering services related to annexation of the Property; and

WHEREAS, Provost & Pritchard Consulting Group has demonstrated that it possesses the necessary knowledge and experience to complete the services desired by the City.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Manager is authorized to enter into an agreement with Provost & Pritchard Engineering Group, Inc. (dba Provost & Pritchard Consulting Group) for services related to annexation as detailed in Exhibit "A" hereto and to sign the Consultant Services Agreement contained in Exhibit "B" hereto.

Robert Silva, 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 8th day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

Exhibit A

October 1, 2019

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

Subject: Annexation Services for Rojas Pierce Park, Mendota, California

Dear Cristian:

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

Project Understanding

The City of Mendota owns approximately 10 acres of land immediately to the west of Rojas-Pierce Park and north of the southerly right-of-way of Smoot Street. The City wishes to annex this land along with approximately 5.4 additional acres extending west to the centerline of the Amador Avenue alignment. The City has prepared and circulated an Initial Study/Mitigated Negative Declaration (IS/MND) describing a project that includes the annexation as well as improvements to the park and street system. The proposal has been discussed with staff at the Fresno Local Agency Formation Commission (LAFCo), but no formal submission has been made.

Scope of Services

Our proposed scope of work for this project is contained in a single phase, described below.

Phase ANX: Annexation

Provost & Pritchard will attend a mandatory pre-application meeting with LAFCo on the City's behalf. We will prepare a staff report and resolution and make a presentation to the City Council to request that it initiate the annexation process, in order to prepare and submit a complete annexation package to LAFCo. Services will include coordinating with the City to obtain signed or certified documents as specified by LAFCo, compiling documents in numbers dictated by LAFCo, and preparing documents to LAFCo's specifications. Completion of the annexation package would include:

- Verifying annexation parcels at a detailed level.
- Researching additional record mapping and obtaining parcel deeds as needed.
- Preparation of annexation geographic descriptions by a licensed Land Surveyor in accordance with California State Board of Equalization and Fresno County Assessor standards.

- Geographic Information System (GIS) work to create a map to accompany the geographic description according to California State Board of Equalization and LAFCo requirements;
- Preparing annexation application documents and submitting to LAFCo for review.
- Addressing comments.
- Providing copies of the annexation documents, in numbers dictated by LAFCo, that are suitable for recording.

Provost & Pritchard staff will attend the LAFCo meeting at which the annexation is considered.

Meetings:

- Pre-application meeting with LAFCo staff;
- City Council meeting at which the annexation is initiated;
- LAFCo meeting at which the annexation is considered.

Deliverable(s):

- Hard copies and electronic copies as dictated by LAFCo, delivered to LAFCo;
- Electronic copies to the City.

Timeline:

- City Council staff report and resolution can be produced for Council consideration at the second Council meeting following our receipt of Notice to Proceed.
- Annexation application materials can be submitted to LAFCo within four (4) weeks of receipt of all signed and/or approved documents from the City.
- Processing of the annexation is dependent upon workload of LAFCo staff.

Estimated Cost

Provost & Pritchard Consulting Group will perform the services identified above on a time and materials basis in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, our preliminary estimate is that the services can be provided for a cost of \$6,500. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimate. If it appears we will need to exceed this estimate, we will notify you in writing before we do so and will provide a written explanation of the additional expense and a revised estimate. We will not continue work beyond the initial budget without discussions with the District and additional authorization.

Assumptions

- The IS/MND will be adopted and the notice of determination filed, and will be the operative CEQA document for the annexation.
- Provost & Pritchard assumes LAFCo will rely upon the City's CEQA analysis to make its own determinations regarding the annexation.

If this proposal is acceptable, please sign below and on the attached Consultant Services Agreement and return a copy of each to our office. This will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Respectfully,

Provost & Pritchard Consulting Group



Jeffrey O'Neal, AICP 021890
Project Manager



Heather Bashian, PE 73075
Vice President

Accepted:

Cristian Gonzalez, City Manager
City of Mendota

Date

Exhibit B

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

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

LIMITATIONS

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

INDEMNIFICATION

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

FINANCIAL

12. All fees and other charges due Consultant will be billed monthly and shall be due at the time of billing unless specified otherwise in this agreement. If Client fails to pay Consultant within sixty (60) days after invoices are rendered, Consultant shall have the right in its sole discretion to consider such default in payment a material breach of this entire agreement, and, upon written notice, Consultant's duties, obligations and responsibilities under this agreement may be suspended or terminated for cause pursuant to Sections 26 through 31. In such event, Client shall promptly pay Consultant for all

outstanding fees and charges due Consultant at the time of suspension or termination including all costs and expenses incurred in the performance of services up to suspension or termination.

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

LIMITATION OF LIABILITY

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

DISPUTE RESOLUTION

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

CONSTRUCTION PROJECTS

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

SUSPENSION AND TERMINATION

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

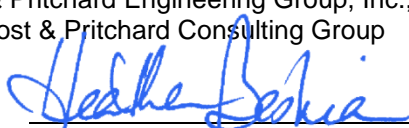
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for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

OTHER

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

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

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

Client	<u>City of Mendota</u>	Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By 
Name/Title	<u>Cristian Gonzalez City Manager</u>	Name/Title <u>Heather Bashian RCE 73075 Vice President</u>
Date Signed	_____	Date Signed <u>October 1, 2019</u>

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: COUNCIL DIRECTION ON INSTALLING FLAG POLES AT THE ROBERT SILVA PLAZA
DATE: OCTOBER 8, 2019

ISSUE

Where should the Department of Public Works install a set of flags, approved in the budget, at the Robert Silva Plaza?

BACKGROUND

During the preparation of the 2019-2020 Fiscal Year Budget, the City Council appropriated funds to install flags at the Robert Silva Plaza. Staff has ordered the flags that include one larger pole of 35' and two smaller poles of 25'. The larger pole will be in the center and hold the United States of America Flag, and the other two poles will hold the California and Mendota flags.

Based on existing underground utility conditions, staff narrowed down the options to 3 possible locations. To assist the Council with selecting the location the Department of Public Works installed 3 sets of traffic cones painted yellow, white, and green to simulate the 3 optional locations and an exhibit is attached to this item as well showing the locations on paper.

FISCAL IMPACT

The flags, foundation, and labor will cost approximately \$10,000.

RECOMMENDATION

Staff recommends that the City Council direct staff to one of the three following options:

1. Option 1 (yellow on attachment)
2. Option 2 (white on attachment)
3. Option 3 (green on attachment)

Attachment(s):

Flag pole options image



OPTION
3



OPTION
2



OPTION
1



AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, ASSISTANT CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ADOPTION OF MITIGATED NEGATIVE DECLARATION FOR MENDOTA COMMUNITY CENTER PROJECT
DATE: OCTOBER 8, 2019

ISSUE

Shall the City Council adopt Resolution No. 19-73 determining that any impacts resulting from approval of SCH # 2019089092 will be reduced to less-than-significant levels with incorporation of mitigation measures and adopting the Mitigated Negative Declaration.

BACKGROUND

Rojas-Pierce Park is currently approximately 12 acres and located at the intersection of Smoot Avenue and Sorensen Avenue in the City of Mendota. The original park became a memorial for Fresno County soldiers who died in the Vietnam War. The park was upgraded in 1981, but until recently had received no additional improvements since that time.

In 2006, the City of Mendota retained the services of SSA Landscape Architects, Inc. to provide master planning services for the renovation and expansion of the park. Phase I of the project, completed in October 2008, involved the demolition and removal of nearly all onsite facilities within the original 12-acre park site and subsequent construction of new facilities. Amenities included new landscaping, a concert pavilion, a splash park, two jungle-gym play areas, a temporary skate park, three basketball courts, a permanent concession stand, restrooms, and an emergency/maintenance access road. Additionally, a single soccer field was constructed on a small portion of the City property on which a separate project proposes to expand. The northern portion of the Sorenson Avenue frontage contains a decorative 3½-foot wall.

The land is zoned PF Public Facilities with a General Plan Designation of Recreational.

ANALYSIS

The City of Mendota is applying for Proposition 68 grant funds for a new community center at Rojas Pierce Park, an existing City park. Per grant guidelines, 75% of building square footage must be for recreational use. The indoor basketball court will cause the ceiling to be a minimum 16' high. Also included in the center will be restrooms, concessions/kitchen, dance/yoga studio, racquet ball court, hangout space, storage, office, and bleachers. Exterior improvements will include a community garden, inclusive playground and fitness court. Space is allocated for a future outdoor swimming pool. The color and architectural style will be complimentary to the existing buildings and structures at the park. The community center will be owned and operated by the City of Mendota. The existing paved parking lot will be reconstructed and reconfigured to include accessible parking stalls located at the northwest corner of Smoot Avenue and Sorensen

Avenue. Water and Sewer will be served by the City. The project is consistent with zoning of P-F Public Facilities. The immediate maximum project area is 1.98 acres, however, potential relocation of the skate park and construction operations may require the use of an additional 0.60 acres for a maximum area of impact of 2.58 acres. Construction will occur over approximately eight months starting in May 2021.

FISCAL IMPACT

Adoption of this resolution will not have any direct fiscal impacts. Adoption will allow the City to complete the Proposition 68 grant application.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 19-73 determining that any impacts resulting from approval of SCH # 2019089092 will be reduced to less-than-significant levels with incorporation of mitigation measures and adopting the Mitigated Negative Declaration.

Attachment(s):

Notice of Determination (NOD)

Chapter 4 – Mitigation Monitoring and Reporting Program (excerpt from Draft Initial Study/
Mitigated Negative Declaration)

Resolution 19-73

Notice of Determination

Appendix D

To:

Office of Planning and Research
U.S. Mail: P.O. Box 3044
Sacramento, CA 95812-3044
Street Address: 1400 Tenth St., Rm 113
Sacramento, CA 95814

County Clerk
County of: Fresno
Address: 2220 Tulare Street
Fresno CA 93721

From:

Public Agency: City of Mendota
Address: 643 Quince Street
Mendota, CA 93640
Contact: Cristian Gonzalez
Phone: (559) 655-4298

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2019089092

Project Title: Mendota Community Center Project

Project Applicant: City of Mendota

Project Location (include county): APN 012-190-38ST, at Rojas Pierce Park, City of Mendota, Fresno County.

Project Description:

The City of Mendota is applying for Proposition 68 grant funds for a new community center at Rojas Pierce Park, an existing City park. Per grant guidelines, 75% of building square footage must be for recreational use. The indoor basketball court will cause the ceiling to be a minimum 16' high. Also included in the center will be restrooms, concessions/kitchen, dance/yoga studio, racquet ball court, hangout space, storage, office, and bleachers. Exterior improvements will include a community garden, inclusive playground and fitness court. Space is allocated for a future outdoor swimming pool. The existing paved parking lot will be reconstructed and reconfigured to include accessible parking stalls located at the northwest corner of Smoot Avenue and Sorensen Avenue.

This is to advise that the City of Mendota has approved the above (X) Lead Agency or () Responsible Agency

described project on October 8, 2019 and has made the following determinations regarding the above described project.

- 1. The project () will (X) will not have a significant effect on the environment.
2. () An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA. (X) A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures (X) were () were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan (X) was () was not adopted for this project.
5. A statement of Overriding Considerations () was (X) was not adopted for this project.
6. Findings () were (X) were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

643 Quince Street, Mendota CA 93640

Signature (Public Agency): Title: City Manager

Date: October 8, 2019 Date Received for filing at OPR: August 28, 2019

Chapter 4 Mitigation Monitoring and Reporting Program

This Mitigation Monitoring and Reporting Program (MMRP) has been formulated based upon the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) for the City of Mendota Community Center Project (Project) in the County of Fresno. The MMRP lists mitigation measures recommended in the IS/MND for the Project and identifies monitoring and reporting requirements.

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

The first column of **Table 4-1** identifies the mitigation measure. The second column, entitled “When Monitoring is to Occur,” identifies the time the mitigation measure should be initiated. The third column, “Frequency of Monitoring,” identifies the frequency of the monitoring of the mitigation measure. The fourth column, “Agency Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measure is implemented. The last columns will be used by the City to ensure that individual mitigation measures have been complied with and monitored.

Table 4-1. Mitigation Monitoring and Reporting Program

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Biological Resources					
Mitigation Measure BIO-1: Construction Hours					
Construction activities shall be limited to daylight hours to reduce potential impacts to special status bats that could be foraging onsite.	During construction activities	Daily, during construction activities	City of Mendota		
Mitigation Measure BIO-2a: Avoidance of Nesting Bird Season					
The Project's construction activities shall occur, if feasible, between September 16 and January 31 (outside of nesting bird season) in an effort to avoid impacts to nesting birds.	During construction activities	Daily, during construction activities	City of Mendota		
Mitigation Measure BIO-2b: Pre-Construction Nesting Bird Survey					
If activities must occur within nesting bird season (February 1 to September 15), a qualified biologist shall conduct pre-construction surveys for active nests within 30 days prior to the start of construction. The survey shall include the proposed work area and surrounding lands within 0.5 mile. If no active nests are observed, no further mitigation is required. Raptor nests are considered "active" upon the nest-building stage.	Within 30 days prior to the start of work performed from February 1 to September 15	Once	City of Mendota		
Mitigation Measure BIO-2c: Establish Nest Buffers					
On discovery of any active nests near work areas, the biologist shall determine appropriate construction setback distances based on applicable CDFW and/or USFWS guidelines and/or the biology of the species in question. Construction buffers shall be identified with flagging, fencing, or other easily visible means, and shall be maintained until the biologist has determined that the nestlings have fledged.	On discovery of active nests	Once, per nest, or more frequently as determined by biologist	City of Mendota		

Chapter 4: Mitigation Monitoring and Reporting Program
Mendota Community Center Project

Mitigation Monitoring and Reporting Program					
Mitigation Measure/Condition of Approval	When Monitoring is to Occur	Frequency of Monitoring	Agency Responsible for Monitoring	Method to Verify Compliance	Verification of Compliance
Cultural Resources					
Mitigation Measure CUL-1: Archaeological Resources					
In the event that archaeological resources are encountered at any time during development or ground-moving activities within the entire project area, all work in the vicinity of the find shall halt until a qualified archaeologist can assess the discovery. The District shall implement all recommendations of the archaeologist necessary to avoid or reduce to a less than significant level potential impacts to cultural resource. Appropriate actions could include a Data Recovery Plan or preservation in place.	In the event archaeological resources are uncovered	During excavation	City of Mendota		
Mitigation Measure CUL-2: Human Remains					
If human remains are uncovered, or in any other case when human remains are discovered during construction, the Fresno County Coroner is to be notified to arrange proper treatment and disposition. If the remains are identified—on the basis of archaeological context, age, cultural associations, or biological traits—as those of a Native American, California Health and Safety Code 7050.5 and Public Resource Code 5097.98 require that the coroner notify the NAHC within 24 hours of discovery. The NAHC will then identify the Most Likely Descendent who will determine the manner in which the remains are treated.	In the event human remains are uncovered	During excavation	City of Mendota		

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA IN THE MATTER
OF ADOPTION OF A MITIGATED NEGATIVE
DECLARATION PREPARED FOR THE
MENDOTA COMMUNITY CENTER PROJECT**

RESOLUTION NO. 19-73

WHEREAS, the City of Mendota (City) prepared an Initial Study/Mitigated Negative Declaration for the proposed Mendota Community Center Project (“Project”) in accordance with requirements of the California Environmental Quality Act (CEQA) and the CEQA Guidelines; and

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

WHEREAS, the Project proposes to construct a new community center at Rojas Pierce Park. The center would include an indoor basketball court, restrooms, concessions/kitchen, dance/yoga studio, racquet ball court, hangout space, storage, office, and bleachers. Space is allocated for a future outdoor swimming pool. The existing paved parking lot will be reconstructed and reconfigured to include accessible parking stalls located at the northwest corner of Smoot Avenue and Sorensen Avenue; and

WHEREAS, on August 28, 2019, the City filed a Notice of Intent to adopt a Mitigated Negative Declaration with the Fresno County Clerk and said Notice of Intent advertised a 30-day review and comment period starting on August 28, 2019 and ending on September 28, 2019; and

WHEREAS, said notice of intent indicated that City Council intended to consider said Initial Study/Mitigated Negative Declaration at a regular meeting on October 8, 2019; and

WHEREAS, the Project description has been modified to include the additional statement that “Exterior improvements will include a community garden, inclusive playground and fitness court”; which are improvements common to a community park; all included in the Prop 68 grant application; and all situated within the Area of Potential Effect (APE) covered in the Initial Study/Mitigated Negative Declaration; and

WHEREAS, the City of Mendota is the custodian of the documents and other materials that constitute the record of proceedings upon which the City Council’s decision is based, and Mendota City Hall is the location of this record; and

WHEREAS, the City Council finds that it cannot be fairly argued, nor is there any substantial evidence in the record, that the project will have a significant impact on the environment, either directly or indirectly; and

WHEREAS, based upon the Initial Study/Environmental Checklist and the record, the project will not individually or cumulatively have an adverse impact on environmental resources.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- 1) The City Council of the City of Mendota hereby determines that any impacts resulting from approval of SCH# 2019089092 will be reduced to less-than-significant levels with incorporation of mitigation measures; and
- 2) The City Council of the City of Mendota hereby adopts the Mitigated Negative Declaration, which is on file with the City Clerk and is incorporated herein by this reference, with the initial study and environmental checklist remaining a part of the City's records.

Robert Silva, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at Mendota City Hall on the 8th day of October, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NICOLAS R. CARDELLA, DEPUTY CITY ATTORNEY
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: RESOLUTION ESTABLISHING THE APPLICATION SUBMITTAL PERIOD FOR APPLICATIONS TO ENTER INTO A DEVELOPMENT AGREEMENT FOR COMMERCIAL CANNABIS ACTIVITY
DATE: OCTOBER 8, 2019

ISSUE

Should the Council establish the application submittal period for commercial cannabis businesses development agreement applications and to direct the City Manager to select members for the application scoring committee?

BACKGROUND

On May 28, 2019, the City Council of the City of Mendota (City) adopted Ordinance No. 19-06, amending the Mendota Municipal Code (MMC) to eliminate the ban on cannabis dispensaries and to establish regulations for commercial cannabis businesses.

As amended by Ordinance No. 19-06, MMC Chapter 8.37 requires that businesses desiring to engage in commercial cannabis activities must first apply for and enter into a development agreement with the City, among other requirements. Pursuant to MMC § 8.37.070(A)(2), applications for a development agreement for commercial cannabis businesses must be submitted during the Development Agreement Application Submittal Period (Application Submittal Period), which shall be established by resolution of the City Council. Additionally, pursuant to MMC § 8.37.070(A)(6), within sixty days after the end of the Application Submittal Period, applications must be scored by an independent five-member Application Evaluation Committee, the members of which are to be selected by the City Manager.

ANALYSIS

Now that the City has completed the zoning code amendments permitting commercial cannabis activities in the C-3 District, the City is prepared to begin accepting applications for development agreements from businesses desiring to engage in this activity.

Pursuant to Chapter 8.37, the Council must establish the Application Submittal Period by resolution. Based on past practice, staff has recommended establishing an Application Submittal Period of 60 days, from Monday October 14, 2019 to Friday December 13, 2019. It should be noted that Council is authorized to establish additional Application Submittal Periods if it is determined that additional time is desirable. (See MMC § 8.37.070(A)(2).)

Once the Application Submittal Period terminates, the applications are to be scored by a five-person independent evaluation committee, selected by the City Manager. In light of this requirement, staff is also recommending that Council direct the City Manager to select the members for this committee.

Lastly, although not required by the MMC, staff is also recommending that Council direct the City Clerk to provide notice to the public of the establishment of the Application Submittal Period, as it is believed that this will facilitate the solicitation of qualified applicants.

FISCAL IMPACT

As all applications are required to include a cost recover deposit, which has been calculated to recover the City's costs in reviewing the applications, no fiscal impact is anticipated.

RECOMMENDATION

Staff recommends that the Council adopt Resolution No. 19-75 to establish the Application Submittal Period for 60 days from October 14, 2019 to December 13, 2019, to direct the City Manager to select the five-person application review committee, and to direct the City Clerk to notify the public of the establishment of the Application Submittal Period.

Attachment(s):

Resolution 19-75

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ESTABLISHING
THE APPLICATION SUBMITTAL PERIOD
FOR APPLICATIONS TO ENTER INTO A
DEVELOPMENT AGREEMENT FOR
COMMERCIAL CANNABIS ACTIVITY**

RESOLUTION NO. 19-75

WHEREAS, on May 28, 2019 the City Council of the City of Mendota (City) adopted Ordinance No. 19-06, amending the Mendota Municipal Code (MMC) to eliminate the ban on cannabis dispensaries and to establish regulations for commercial cannabis businesses; and

WHEREAS, as amended by Ordinance No. 19-06, MMC Chapter 8.37 requires that businesses desiring to engage in commercial cannabis activities must first apply for and enter into a development agreement with the City, among other requirements; and

WHEREAS, pursuant to MMC § 8.37.070(A)(2), applications for a development agreement for commercial cannabis businesses must be submitted during the Development Agreement Application Submittal Period (Application Submittal Period), which shall be established by resolution of the City Council; and

WHEREAS, pursuant to MMC § 8.37.070(A)(6), within sixty days after the end of the Application Submittal Period, applications must be scored by an independent five-member Application Evaluation Committee, the members of which are to be selected by the City Manager; and

WHEREAS, the City Council desires to establish the Application Submittal Period pursuant to MMC § 8.37.070(A)(2), to direct the City Manager to select the members of the Application Evaluation Committee pursuant to MMC § 8.37.070(A)(6), and to direct the City Clerk to provide notice to the public of the establishment of the Application Submittal Period; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that pursuant to MMC § 8.37.070(a)(2) the Application Submittal Period for the submission of applications to enter into a development agreement for commercial cannabis activities is hereby established and shall commence on October 14, 2019 and last until December 13, 2019.

BE IT FURTHER RESOLVED, by the City Council of the City of Mendota that pursuant to MMC § 8.37.070(A)(6) the City Manager is hereby directed to select the members of the Application Evaluation Committee.

BE IT FURTHER RESOLVED, by the City Council of the City of Mendota that the City Clerk is hereby directed to provide notice to the public of the commencement of the Application Submittal Period.

Robert Silva, 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 8th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NICOLAS R. CARDELLA, DEPUTY CITY ATTORNEY
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ORDINANCE NO. 19-10: AMENDING PROVISIONS OF THE MENDOTA MUNICIPAL CODE REGARDING ABATEMENT OF ABANDONED, WRECKED, DISMANTLED, AND INOPERATIVE VEHICLES
DATE: OCTOBER 08, 2019

ISSUE

Shall the Mayor perform the public hearing, conduct the second reading, and adopt Ordinance No. 19-10, amending the provisions of the Mendota Municipal Code regarding the abatement of abandoned, wrecked, dismantled, and inoperative vehicles?

BACKGROUND

An increasing number of abandoned and inoperable vehicles have been observed throughout the City. The presence of these vehicles is an eye sore and, in some cases, dangerous to public health and safety. Therefore, the City intends to take a more aggressive stance toward the abatement of these vehicles.

California Vehicle Code § 22660 authorizes cities to adopt ordinances establishing procedures for the abatement and removal of abandoned, wrecked, dismantled, or inoperative vehicles as public nuisances. Section 22661 sets forth the requirements for an ordinance adopted under the authority of § 22660.

In November 26, 1986 the City adopted Ordinance No. 86-5, adding provisions to the MMC and establishing procedures for the abatement of abandoned, wrecked, dismantled, or inoperative vehicles. Chapter 10.16 was subsequently amended in 1995 with Ordinance No. 95-07, and again in 2008 with Ordinance No. 08-09.

While Chapter 10.16 substantially complies with state law requirements for vehicle abatement ordinances, some of its provisions omit required language, while others are, at least arguably, constitutionally suspect. Additionally, Chapter 10.16 is unclear regarding when a warrant is needed to conduct an inspection or abatement. Consequently, this Ordinance amends Chapter 10.16 to ensure that its provisions are compliant with state and federal requirements and to clarify the circumstances when a warrant must be obtained.

ANALYSIS

This Ordinance makes several changes to Chapter 10.16. First, it amends the definition of a “vehicle” to broaden its application to parts of a vehicle. Some provisions in Chapter 10.16 expressly refer to a “vehicle, or parts thereof;” however, others only refer to a “vehicle,” without referencing “parts thereof.” By amending the definition of “vehicle,” this Ordinance clarifies that all provisions in Chapter 10.16 apply, not only to an entire vehicle, but also to any parts of a vehicle that may constitute a public nuisance.

Second, it removes the legislative finding that certain inoperable vehicles necessarily constitute an immediate threat to public health and safety, thereby rendering them subject to summary abatement—that is, abatement without notice, hearing, or warrant. Although it is well-established that a city is authorized to declare what constitutes a public nuisance, (see, e.g., *City of Claremont v. Kruse* (2009) 177 Cal.App.4th 1153, 1163–64), staff has been unable to locate any authority for the notion that a city is authorized to declare certain nuisances as automatically subject to summary abatement. Further, even if a city is so authorized, a summary abatement performed on the basis of such a finding would be subject to challenge on the ground that, as applied to a particular property owner, it violates the Fourth Amendment’s prohibition against unreasonable searches and seizures. Accordingly, this Ordinance removes the legislative finding declaring certain vehicles as automatically subject to summary abatement and instead requires code enforcement staff to determine, on a case-by-case basis, whether the vehicle presents an immediate threat to public health or safety.

Third, it adds a new provision expressly stating that a warrant must be obtained for any search or seizure performed pursuant to Chapter 10.16 unless exigent circumstances are present, such as when a vehicle presents an immediate threat to public health or safety.

Fourth, it amends the provision setting forth the circumstances when no notice to abate need be provided. In particular, it adds a requirement that the vehicle must be determined by the enforcement officer to be a public nuisance presenting an immediate threat to public health or safety. Previously, such a determination was not required because the legislative finding made that determination categorically in all cases. It also modifies the structure of this section to improve clarity.

Fifth, it adds a clause to ensure compliance with a state law requirement. Currently, the ordinance does not include an exemption for certain vehicles that may be reconstructed or made operable after abatement. Because two exemptions are mandated by § 22661(f) of the Vehicle Code, this Ordinance incorporates those exemptions into the MMC.

Finally, this Ordinance adds a severability provision to Chapter 10.16. The purpose of this addition is to ensure that the entire Chapter is not invalidated solely on the basis that a single provision is held unconstitutional in court.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the Mayor perform the public hearing, that the Council conduct the second reading, and that the Council adopt Ordinance No. 19-10, amending the provisions of the Mendota Municipal Code regarding the abatement of abandoned, wrecked, dismantled, and inoperative vehicles.

Attachments:

Ordinance No. 19-10

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
PROVISIONS OF THE MENDOTA MUNICIPAL
CODE REGARDING ABATEMENT OF
ABANDONED, WRECKED, DISMANTLED,
AND INOPERATIVE VEHICLES**

ORDINANCE NO. 19-10

WHEREAS, the City of Mendota (City) is empowered to protect the health and safety of its citizens; and

WHEREAS, the City has determined the storage of abandoned, wrecked, dismantled, or inoperative vehicles or parts thereof on private or public property, including highways, is a hazard to the health and safety of its citizens; and

WHEREAS, Chapter 10.16 of the Mendota Municipal Code sets forth a procedure for the abatement of abandoned, wrecked, dismantled, or inoperative vehicles pursuant to the authority granted in California Vehicle Code Section 22660; and

WHEREAS, staff has determined that certain amendments to Chapter 10.16 are needed to clarify when an abandoned, wrecked, dismantled, or inoperative vehicle may be abated summarily, and when a warrant is required in connection with a search or seizure performed in connection with an abandoned, wrecked, dismantled, or inoperative vehicle.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Mendota hereby amends the Mendota Municipal Code as follows:

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

SECTION 2. Section 10.16.010 of Title 10, Chapter 10.16 of the Mendota Municipal Code is hereby amended as follows:

10.08.010 - Definitions.

As used in this chapter:

"Highway" means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel. Highway includes street.

"Owner of the land" means the owner of the land on which the vehicle, or parts thereof, is located, as shown on the last equalized assessment roll.

"Owner of the vehicle" means the last registered owner and legal owner of record.

"Public property" means and includes "highway."

"Vehicle" means a device by which any person or property may be propelled, moved or drawn upon a highway, except a device moved by human power or used exclusively upon stationary rails or tracks, or any parts thereof.

SECTION 3. Section 10.16.020 of Title 10, Chapter 10.16 of the Mendota Municipal Code is hereby amended as follows:

10.16.020 - Abandoned vehicles deemed public nuisance.

The storage of abandoned, wrecked, dismantled or inoperative vehicles or parts thereof on private or public property, including highways, is found to create a condition tending to reduce the value of private property, to promote blight and deterioration, to invite plundering, to create fire hazards, to constitute an attractive nuisance creating a hazard to the health and safety of minors, to create a harborage for rodents and insects and to be injurious to the public health, safety and general welfare. Therefore, the presence of an abandoned, wrecked, dismantled or inoperative vehicle or parts thereof, on private or public property including highways, except as expressly hereinafter permitted, is declared to constitute a public nuisance which may be abated as such in accordance with the provisions of this chapter. ~~In addition, the presence of a vehicle valued at less than two hundred dollars (\$200.00), which is inoperable due to the absence of a motor, transmission or wheels and incapable of being towed is determined to present immediate threat to public health and safety and is declared a public nuisance which may be abated in accordance with the provisions of this chapter, including, but not limited to, Section 10.16.110.~~

SECTION 4. Section 10.16.025 is hereby added to Title 10, Chapter 10.16 of the Mendota Municipal Code as follows:

10.16.025 - Construction with other laws.

Any search or seizure authorized pursuant to this Chapter shall comply with the Fourth Amendment's prohibition against unreasonable searches and seizures. Unless exigent circumstances are present, a warrant must be obtained for any search or seizure that unreasonably interferes with an individual's reasonable expectation of privacy. Exigent circumstances include, but are not limited to, the storage of abandoned, wrecked, dismantled or inoperative vehicle in a manner that constitutes an immediate threat to public health or safety.

SECTION 5. Section 10.16.110 of Title 10, Chapter 10.16 of the Mendota Municipal Code is hereby repealed in its entirety and replaced with the following:

10.16.110 - Vehicles valued at less than two hundred dollars.

- A. No notice of intention to abate as provided for under Section 10.16.090 of this Chapter need be given if:
 - 1. The owner of the property upon which the vehicle is located has signed a release authorizing removal and waiving further interest in the vehicle; and
 - 2. The vehicle is:
 - i. inoperable due to the absence of a motor, transmission or wheels and incapable of being towed,
 - ii. valued at less than two hundred dollars (\$200.00) by a person specified in California Vehicle Code Section 22855,
 - iii. located upon a parcel that is either zoned for agricultural use or not improved with a residential structure containing one or more dwelling units, and
 - iv. determined by the enforcement officer to be a public nuisance presenting an immediate threat to public health or safety.
- B. In the event a vehicle is abated pursuant to this Section and evidence of registration was recovered or is otherwise available, then, prior to final disposition pursuant to California Vehicle Code Section 22662, notice shall be mailed to the registered and/or legal owners of the vehicle informing them that the City intends to dispose of the vehicle or parts thereof, and that if the vehicle or part thereof is not claimed and removed from the storage yard to which the vehicle has been moved within twelve (12) days after the notice is mailed, final disposition may proceed pursuant to Vehicle Code Section 22662.
- C. Pursuant to California Vehicle Code Section 22661(c), neither the City nor any contractor hired by the City shall be liable for damage caused to a vehicle or parts thereof by removal pursuant to this Section.

SECTION 6. Section 10.16.180 of Title 10, Chapter 10.16 of the Mendota Municipal Code is hereby amended as follows:

10.16.180 - Removal of vehicle.

Five days after adoption of the order declaring nuisance or five days from the date of mailing of notice of the decision if such notice is required by Section 10.16.140, the vehicle or parts thereof may be disposed of by removal to a scrapyard or automobile dismantler's yard to be disposed of pursuant to California Vehicle Code Section 22662. After a vehicle has been removed it shall not thereafter be reconstructed or made operable, unless it is a vehicle that qualifies for either horseless carriage license plates

or historical vehicle license plates, pursuant to California Vehicle Code Section 5004, in which case the vehicle may be reconstructed or made operable.

SECTION 7. Section 10.16.210 is hereby added to Title 10, Chapter 10.16 of the Mendota Municipal Code as follows:

10.16.180 - Severability.

If any section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Chapter. The City Council hereby declares that it would have passed this ordinance and adopted this Chapter and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

SECTION 8. 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 9. This ordinance shall take effect thirty (30) days after its passage.

SECTION 10. The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

SECTION 11. This Ordinance is exempt from the California Environmental Quality Act (CEQA) because it is not a “project” within the meaning of CEQA, (see 14 C.C.R. § 15378), and because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. (See 14 C.C.R. § 15061(b)(3).)

* * * * *

The foregoing ordinance was introduced on the 10th day of September, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 8th day of October, 2019 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**Animal Control Report
September 2019**

Location	Date	Type	Breed/ Description	Sex	Owner	Impounded	Dog Dispo & Date	Case Dispo	Offense	Fine
321 BLANCO ST	9/4/2019	ANIMAL COMPLAINT	BROWN DOG	N/A	N/A	NO	N/A	UTL	N/A	\$0.00
1548 8TH ST	9/4/2019	ANIMAL COMPLAINT	GRAY PITBULL	MALE	MARIELA JUAREZ	YES	RETURNED 8/6/2019	NAT	1ST	\$0.00
CHOWCHILLA	9/5/2019	VET	N/A	N/A	N/A	N/A	N/A	NAT	N/A	\$0.00
700 BLK JUANITA	9/5/2019	ANIMAL COMPLAINT	HUSKY	MALE	MIGUEL MEDINA	YES	RETURNED 9/9/2019	COMPLETE	1ST	\$0.00
600 BLK DE LA CRUZ	9/6/2019	ANIMAL COMPLAINT	TAN GERMAN SHEP	FEMALE	MARIA LOZANO	NO	RETURNED ON SCENE	WARNING	1ST	\$0.00
280 BLACK AVE	9/6/2019	LOST/FOUND ANIMAL	BROWN PITBULL PUP	FEMALE	N/A	YES	VET RESCUE 9/12/2019	NAT	1ST	\$0.00
2ND ST & MARIE ST	9/9/2019	ANIMAL COMPLAINT	MULTIPLE DOGS UNK BREED	N/A	N/A	NO	N/A	UTL	N/A	\$0.00
MENDOTA PD	9/9/2019	LOBBY TRAFFIC/ RETURN	HUSKY	MALE	AZUSENA RODRIGUEZ	YES	RETURNED 9/9/2019	COMPLETE	1ST	\$0.00
MENDOTA JR HIGH	9/10/2019	ANIMAL COMPLAINT	TAN GERMAN SHEP	FEMALE	N/A	YES	VET RESCUE 9/30/2019	NAT	N/A	\$0.00
CHOWCHILLA	9/12/2019	VET	N/A	N/A	N/A	N/A	N/A	COMPLETE	N/A	\$0.00
MENDOTA ELEM SCHOOL	9/13/2019	ANIMAL COMPLAINT	WHT/ GREY HUSKY	FEMALE	OSCAR GARCIA	YES	RETURNED 9/13/2019	COMPLETE	1ST	\$0.00
310 HOLMES	9/13/2019	ANIMAL COMPLAINT	BLACK CHIHUAHUA	MALE	N/A	YES	VET RESCUE 9/30/2019	COMPLETE	N/A	\$0.00
MENDOTA PD	9/18/2019	LOBBY TRAFFIC/ RETURN	TERRIER MIX	MALE	MIREYA DELGADO	YES	RETURNED 9/18/2019	COMPLETE	2ND	\$150.00
649 KATE ST	9/23/2019	SURRENDERING PET	TAN LAB MIX	MALE	ALISA GALVAN	YES	AT DOG POUND AS OF 9/30/2019	COMPLETE	N/A	\$0.00
7TH/ OLLER	9/25/2019	ANIMAL COMPLAINT	GERMAN SHEP MIX	MALE	N/A	YES	SLEEP 9/30/2019	NAT	N/A	\$0.00
CHOWCHILLA	9/30/2019	VET	N/A	N/A	N/A	N/A	N/A	COMPLETE	N/A	\$0.00

TOTAL: 10
RETURNED: 6
VET RESCUE: 3
SLEEP: 1

TOTAL:	\$150.00
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POLICE

M E N D O T A

MEMORANDUM

Date: October 1, 2019
To: Cristian Gonzalez, City Manager
Mendota City Council Members
From: Gregg L. Andreotti, Chief of Police
Subject: Monthly Report for September 2019

Daytime traffic enforcement detail resulted in 13 citations

Non-injury traffic collision at Hwy 33/Lozano Street. The driver causing swerved into the other driver's lane. Officers determined he was intoxicated and arrested him for DUI. He was later cited and released to a sober adult. A state road sign was damaged, and Cal Trans was notified.

One of the driver's related to the prior traffic collision reported her purse was stolen by an unknown subject.

Bicycle stop by Naples/9th Street discovered active warrants for his arrest. He was arrested, cited and released.

During a bicycle stop on Derrick officers witnessed the rider throw a substance later discovered to be methamphetamine, onto the ground. A meth pipe was also found in his possession. He was arrested, cited and released.

Traffic enforcement detail resulted in 13 citations

Officers assisted the Merced Sheriff's Office in the area of Eagle Field by Hamburg on an officer needs help call. A MSO Sergeant was involved in a shooting and wounded in his leg (non-life threatening). Mendota officers responded with other allied agency personnel. The suspect was identified, but able to flee the area after the shooting.

Morning school time traffic enforcement detail resulted in five citations.

Probation compliance check at a residence on Stamoules discovered four subjects either on probation, parole or wanted on outstanding charges. All were violated or had warrants served, arrested and transported to Jail.

Subject check by Canal/9th discovered an active warrant. She was arrested, cited and released.

Non-injury traffic collision at Oller/11th. Prior to Officers arriving, both drivers fled the scene. During the investigation one of the drivers' returned and admitted to driving. He exhibited signs of intoxication and was arrested for DUI. He was later cited and released to a sober adult.

Morning school time traffic enforcement detail resulted in five citations.

While at 7th/Lolita two unknown suspects attempted to take a Water Service employee's vehicle keys and vehicle.

Subject check at J Street.2nd discovered the subject has an outstanding warrant for her arrest. After her arrest she complained of being ill and was turned over to EMS for transport to CRMC.

Disturbance at a local business on 7th Street involved subjects brandishing a knife. The owner of the business locked the doors after the subjects left and fled the scene. Officers were able to identify one of the suspects.

Subject check of two by Marie/9th discovered they were in possession of methamphetamine and drug paraphernalia. One was also wanted for probation violation. They were arrested and transported to Jail.

Non-injury traffic collision by H Street and 4th Street. Front Loader heavy equipment hit a PGE power pole causing it to fall into the street with live power lines. PGE and Public Works responded. Power was out for a few hours and then restored.

Suspicious subject brandished a handgun on 6th Street. Officers located the subject and detained him. He was found in possession of a loaded handgun he admitted taking from a relative's residence. He was transported to CRMC for evaluation.

Bicycle stop by J Street/2nd Street discovered the rider was in possession of drug paraphernalia. He was arrested, cited and released.

Unknown suspicious subjects stopped their vehicle and asked a young boy if he wanted a ride to school. The boy ran home and the vehicle left the area. School officials notified.

Subject check by 5th/Oller discovered he was a wanted parole violator. He was arrested and transported to Jail.

Disturbance between two students at a local library. Both were contacted and the school was notified.

A known suspect vandalized the tires of the victim's vehicle while parked in her driveway on 8th Street. The suspect was contacted, arrested, cited and released.

An unknown suspect damaged the rear light to the victim's vehicle while it was parked on Oller Street.

Afternoon and early evening traffic enforcement detail resulted in 19 citations.

Subject check at Quince/9th Street resulted in an FI for information.

Non-injury traffic collision at Stamoules/8th discovered the at fault driver was intoxicated and had a small child in the vehicle with her. She was arrested for DUI and eventually transported to Jail. The child was turned over to her father and CPS was notified.

Subject check by Lolita/6th resulted in 4 FIs for information.

Subject check by Sorensen/Black Streets resulted in an FI for information.

Morning school time traffic enforcement detail resulted in 8 citations.

A known suspect is accused of hitting two victims at a local school.

Disturbance at a residence on Kate Street discovered the suspect hit the victim. The suspect was contacted and arrested. He was transported to Jail.

Vehicle stop at Marie/2nd resulted in two FIs for information.

Vehicle check with one inside on J Street located methamphetamine and meth pipes. He was arrested, cited and released.

A young child was located walking in the roadway by 2nd/J Street. The mother, who left the child in the grandmother's care, was finally contacted. Child turned over to mother and CPS notified.

Officers attempted to contact a subject hiding behind vehicles by Naples/2nd. Upon approaching the subject fled the area on foot. During a search of the area he was hiding in a loaded handgun was located.

Disturbance by Quince/7th. Known suspects hit the victim and then fled. Victim is pursuing charges.

Vehicle stop by Oller/10th discovered the driver was intoxicated. He was arrested for DUI. After arrest methamphetamine was located in his vehicle. He was cited and released to a sober adult.

Four residents were contacted for exhibiting loud music and issued noise nuisance warnings.

A know subject was trespassing and refusing to leave a property on 6th Street. He was contacted by officers and arrested by the victim for trespassing. He was transported to Jail.

Disturbance on Oller discovered unknown suspects hit the victim and then fled. Upon arriving the victim was uncooperative with officers. Witnesses identified the victim.

An unknown suspect damaged a window to City Hall. Surveillance video captured the incident.

A known suspect with a large knife attacked the victim at Belmont/Quince. No injuries. The suspect was located, arrested and transported to Jail.

Non-injury traffic collision at Belmont/Derrick. All parties remained on scene.

Subject check at Lolita/6th Streets discovered he was a wanted probation violator. He was arrested and transported to Jail.

Subject check at 6th/Lolita discovered he was wanted on an outstanding warrant. He was arrested, cited and released.

Attempted extortion on Juanita Street. The victim lost her purse and then received a call from an unknown person requesting money via a cash card as ransom to return the purse.

Afternoon school release traffic enforcement detail resulted in nine citations.

Vehicle stop on Derrick located an outstanding warrant for the driver's arrest. He was arrested, cited and released.

An unknown suspect damaged a window to the victim's residence on Quince Street.

Afternoon school release traffic enforcement detail resulted in eight citations.

Subject check by 2nd/Marie located an outstanding warrant for his arrest. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on Rio Frio Circle.

Non-injury traffic collision at Oller/6th. All parties remained on scene.

Non-injury traffic collision at Derrick/Smoot. All parties remained on scene.

Vehicle stop by Oller/8th discovered the driver was intoxicated. He was arrested for DUI. The passenger was found to be in possession of methamphetamine. Both were arrested, cited and released.

Subject check at a local park on Hwy 33 discovered he was in possession of an open container of alcohol. He was cited and released.

Subject check by Lolita/Divisadero discovered she was in possession of an open container of alcohol. He was cited and released.

Subject check of another person at a local park on Hwy 33 discovered he was in possession of an open container of alcohol. He was cited and released.

Subject check at 9th/Naples resulted in an FI for information.

Morning traffic enforcement detail resulted in 9 citations

Non-injury traffic collision at Gaxiola/Hernandez Streets. Diver causing left the scene but was located at his place of business.

Afternoon traffic enforcement detail resulted in 11 citations

Disturbance at a residence on Arnaudon Drive discovered three subjects were hitting the front door attempting to get attention. All three were eventually identified and contacted by officers.

Vehicle stop at Derrick/Smoot discovered the driver was wanted on an outstanding warrant. She was arrested and transported to Jail.

Officers recovered a stripped vehicle by a local park. Investigation is ongoing to identify the vehicle owner.

Disturbance on Lolita discovered the victim was hit by a known suspect as he walked along the street.

Subject check at Marie/9th located an active warrant for her arrest. She was arrested, cited and released.

An unknown suspect stole equipment from the victim's vehicle while it was parked on Garcia Street.

Afterschool traffic enforcement detail resulted in 12 citations.

Subject check by Stamoules/6th discovered he was in possession of a replica firearm. He was arrested, cited and released.

Vehicle check with two subjects in the parking lot of a mini mart on Oller Street discovered a shoebox full of marijuana. The owner was cited and released. The other subject was FI'ed for information.

Subject check at 7th/Unida discovered an active warrant. He was arrested, cited and released.

Non-injury hit and run on Kate Street. An unknown suspect hit the victim's vehicle and then fled the scene.

Afternoon traffic enforcement detail resulted in 11 citations.

One known high school student hit another causing injury to the victim's mouth.

Officers assisted Firebaugh Police with a homicide investigation in their city.

An unknown suspect damaged the victim's vehicle windows while it was parked on Garcia Street.

An unknown suspect stole the victim's vehicle while it was parked on Lozano Street.

An unknown suspect stole the victim's vehicle while it was parked on De LA Cruz Street.

Subject check at Tule/7th discovered an active warrant for his arrest. He was arrested, cited and released.

The victim of an indecent exposure reported the incident to police who located and arrested the suspect. He was transported to Jail.

Vehicle stop by Divisadero/Marie resulted in an FI for information.

An unknown suspect entered the victim's vehicle while it was parked on Quince and stole property from inside.

Non-injury traffic collision at Oller/Belmont. Officers discovered the driver causing was intoxicated. He was arrested for DUI, cited and released to a sober family member.

Unwanted subject at a local business on Oller. Officers located him on Oller by 5th Street and discovered he was very intoxicated. He was arrested and transported to Jail.

Disturbance at a residence on J. Street resulted in the suspect damaging property inside the residence. Officers contacted the suspect and discovered he was on probation. He was arrested and transported to Jail.

An unknown suspect damaged a window at City Hall. Video surveillance cameras captured the incident.

Disturbance at a residence on Naples Street discovered the suspect hit the victim. The suspect fled prior to officers arriving.

Disturbance at a location on Oller resulted in the victim receiving superficial lacerations. He was treated by EMS and transported to CRMC for evaluation. The victim was uncooperative.

Non-injury traffic collision at Oller/10th. All parties remained on scene.

An unknown suspect damaged the victim's vehicle window while it was parked on Stamoules.

An unwanted subject was ordered off property on 7th Street and then returned. He was arrested by the property owner for trespassing. Officers transported him to Jail.

A known suspect threatened the victim while at a local store on Marie Street. He was located, identified by the victim, arrested and transported to Jail.

Subject check at Lolita/6th discovered a warrant for her arrest. She was arrested, cited and released.

Non-injury traffic collision. The vehicle causing sideswiped the other party's vehicle.

Bicycle stop at Lolita/7th resulted in an FI for information.

Strategic Planning:

- CSO attended required authority training
- Chief and Lieutenant attend training conference
- Received confirmation OTS grant funds will become available in October

Personnel Information:

- Two PO candidates accepted job offers and entered hiring process
- Sergeant submitted his resignation effective October 28
- The following Police Department positions remain vacant and frozen:
 - One Police Officer
 - One Administrative Assistant