



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

June 11, 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. Gifty Kwofie with the Fresno County Department of Public Health to present information on updating the tobacco definition in the City's Municipal Code.

WORKSHOP

1. Finance Officer Diaz to present the park design ideas, including solutions for safe public use, and park beautification such as landscaping and public art at the Mendota Community Center for the Statewide Park Development and Community Revitalization Program.

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 May 28, 2019 and the special City Council meeting of June 4, 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. MAY 24, 2019 THROUGH JUNE 5, 2019
WARRANT LIST CHECKS NO. 45377 THRU 45431
TOTAL FOR COUNCIL APPROVAL = \$215,115.51
2. Proposed adoption of **Resolution No. 19-36**, authorizing approval of signature authority for City Manager application for various permits related to the reconstruction of the Mowry Bridge.
3. Proposed adoption of **Resolution No. 19-37**, approving a contract with Provost & Pritchard Consulting Group to provide preliminary engineering and CEQA planning services in support of the Prop 68 grant application.
4. Proposed adoption of **Resolution No. 19-38**, supporting and implementing timely use of funding for federal transportation project selection.
3. Proposed approval of applications for permits to sell fireworks.

PUBLIC HEARING

1. Public hearing and second reading of **Ordinance No. 19-06**, amending the Mendota Municipal Code to eliminate the ban on cannabis dispensaries and to establish regulations for commercial cannabis businesses.
 - a. *Receive report from City Manager Gonzalez*
 - 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. 19-06*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

CLOSED SESSION

1. PUBLIC EMPLOYMENT
Pursuant to CA Government Code §54957.6
Title: Unrepresented Management MOU
Designated Representative and Negotiator: Cristian Gonzalez, City Manager
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §54957.6
Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services
Employee Organization: Mendota Police Officers Association

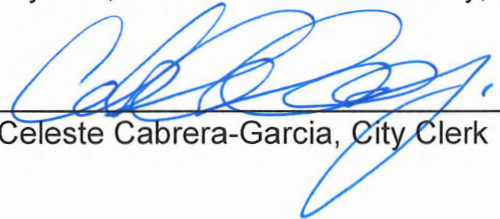
3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §54957.6
Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services
Employee Organization: American Federation of State, County and Municipal Employees

4. REAL PROPERTY NEGOTIATIONS
Pursuant to CA Government Code § 54956.8
 - a) Address: 643 Quince Street, Mendota, CA 93640
 - b) Negotiator: Cristian Gonzalez, City Manager
 - c) Negotiating Party: United Security Bank
 - d) Under Negotiation: Lease of Property

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 June 11 2019, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, June 7, 2019 at 5:35 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

May 28, 2019

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

Roll Call

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Rolando Castro, and Councilor Jesse Mendoza

Council Members Absent: Councilors Victor Martinez and Oscar Rosales

Flag salute led by Mayor Silva

FINALIZE THE AGENDA

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

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

PRESENTATION

1. Council to recognize Robert Baeza for his service to the community.

Mayor Silva presented a plaque to Mr. Baeza for his service to the community.

The Council thanked Mr. Baeza for service and wished him well.

Mrs. Baeza thanked the Council on behalf of Mr. Baeza.

WORKSHOP

1. Finance Officer Diaz to present the selection of design features at the Mendota Community Center for the Statewide Park Development and Community Revitalization Program.

Finance Officer Diaz presented information on the proposed design features for the new community center and requested the Council's input on potential design features.

Discussion was held on incorporating additional recreational facilities inside the proposed community center, and the need for meeting rooms.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Kevin Romero (160 Tuft Street) – provided an update on Mendota High School sports.

Celeste Cabrera-Garcia (Kerman, CA) – provided information on the upcoming Fresno EOC listening session that will be held at the Mendota Branch Library.

Raquel White (Construction Industry Force Account Council [CIFAC]) – provided information on the resources CIFAC provides.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of May 14, 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 Mayor Pro Tem Castro to approve items 1 and 2, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

CONSENT CALENDAR

1. MAY 10, 2019 THROUGH MAY 23, 2019
WARRANT LIST CHECKS NO. 45335 THRU 45376
TOTAL FOR COUNCIL APPROVAL = \$364,626.28

A motion was made by Mayor Pro Tem Castro to adopt item 1 of the Consent Calendar, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

BUSINESS

1. Appointment of Mendota residents to the Mendota Recreation and Planning Commissions.

Mayor Silva introduced the item and City Clerk Cabrera-Garcia summarized the report including the current vacancies on the Planning Commission and Recreation Commission; the notice that was published announcing the vacancies; the individuals who submitted applications; and the process for appointing commissioners.

Discussion was held on the applicants.

A motion was made by Mayor Pro Tem Castro to appoint Messrs. Romero and Urias to the Recreation Commission and to appoint Mr. Romero as the Alternate Planning Commissioner, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

2. Introduction and first reading of **Ordinance No. 19-06**, amending the Mendota Municipal Code to eliminate the ban on cannabis dispensaries and to establish regulations for commercial cannabis businesses.

Mayor Silva introduced the item and City Manager Gonzalez deferred to City Attorney Kinsey who summarized the report including that the proposed ordinance was prepared by Assistant City Attorney Cardella; the state regulations that were approved earlier this year for cannabis businesses; the various amendments that will be made to the municipal code as a result of the regulations; and the Council also considering a resolution of intention to modify the City's zoning code in regards to cannabis businesses.

Discussion was held on how the City would obtain its tax revenue from cannabis businesses; and the issues surrounding the federal legality of cannabis businesses.

A motion was made by Mayor Pro Tem Castro to conduct the first reading of Ordinance No. 19-06 and set the public hearing for June 11th, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

3. Council discussion and consideration of **Resolution No. 19-35**, a resolution of intention to initiate an amendment to Title 17 of the Mendota Municipal Code to permit commercial cannabis retail businesses within the C-3 zone.

Mayor Silva introduced the item and City Manager Gonzalez deferred to City Attorney Kinsey who summarized the report including that the purpose of the resolution is to initiate an amendment to the City's zoning code in regards to cannabis businesses.

A motion was made by Mayor Pro Tem Castro to adopt Resolution No. 19-35, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

4. Council discussion and consideration of the proposed expansion of Rojas-Pierce Park.

Mayor Silva introduced the item and Engineer Brechmann presented the proposed site

plan for the proposed project.

Discussion was held on soccer fields that are serve as ponding basins; the timeline of the project; the need to acquire public right-of-way from Westlands Water District to extend Amador Street and Smoot Street; and the possibility of installing turf at both fields.

5. Council discussion and consideration to direct the City Manager to terminate the Letter Agreement for Exclusive Right to Negotiate with Greystone Equities, LLC.

Mayor Silva introduced the item and City Attorney Kinsey reported on the background of the project with Greystone Equities, Inc; the lack of progress for the project; the negative impacts that the lack of progress will have on the City; and the proposal for Council to consider terminating the Letter Agreement for Exclusive Right to Negotiate in order to move forward with meeting with other agencies.

Discussion was held on the communication between the City and Greystone Equities, LLC.

Council consensus was reached to direct staff to authorize the City Manager to terminate the agreement.

PUBLIC HEARING

1. Public hearing and second reading of **Ordinance No. 19-05**, amending the Mendota Municipal Code to regulate sidewalk vendors in accordance with SB 946.

Mayor Silva introduced the item and City Manager Gonzalez deferred to City Attorney Kinsey who summarized the report including the provisions of SB 946; current Mendota Municipal Code regulations regarding itinerant vendors; and the provisions of the proposed ordinance.

At 7:08 p.m. Mayor Silva opened the hearing to the public and, seeing no one present willing to comment, closed it in that same minute.

A motion was made by Mayor Pro Tem Castro to adopt Ordinance No. 19-05, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Administrative Services
 - a) Monthly Report

Director of Administrative Services Lekumberry summarized her report including personnel items; no new claims; the average number of Senior Center attendees; and

special projects.

2. City Attorney
 - a) Update

City Attorney Kinsey thanked Assistant City Attorney Cardella for his work.

The Council thanked the City Attorney and Assistant City Attorney for their work.

3. City Manager

City Manager Gonzalez reported that the budget hearing meeting will be rescheduled.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Mayor Pro Tem Castro reported on an individual who is interested in leasing City-owned property near Pool Park.

Councilor Mendoza requested an update on cannabis businesses who are interested in bringing their business to the City; the status of the Axiom project; and reported on the amount of abandoned shopping carts and mattresses throughout the City.

Discussion was held on the status of the Axiom project; existing regulations regarding abandoned shopping carts; how to report abandoned carts; and ensuring that staff is taking a proactive approach to ensure the beautification of the community.

2. Mayor

Mayor Silva reported on a meeting he attended regarding water infrastructure.

CLOSED SESSION

1. Conference with legal counsel regarding potential initiation of litigation pursuant to Government Code § 54956.9(c)-1
2. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §54957.6
Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services
Employee Organization: Mendota Police Officers Association

3. CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to CA Government Code §54957.6
Agency Designated Representatives: Cristian Gonzalez, City Manager; Jennifer Lekumberry, Director of Administrative Services
Employee Organization: American Federation of State, County and Municipal Employees

4. REAL PROPERTY NEGOTIATIONS
Pursuant to CA Government Code § 54956.8
 - a) Address: 643 Quince Street, Mendota, CA 93640
 - b) Negotiator: Cristian Gonzalez, City Manager
 - c) Negotiating Party: United Security Bank
 - d) Under Negotiation: Lease of Property

5. REAL PROPERTY NEGOTIATIONS
Pursuant to CA Government Code § 54956.8
 - a) Address: 655 Quince Street, Mendota, CA 93640
 - b) Negotiator: Cristian Gonzalez, City Manager
 - c) Negotiating Parties: Employment Development Department & Workforce Connection
 - d) Under Negotiation: Lease of Property

At 7:25 p.m. the Council moved into closed session.

At 8:50 p.m. the Council reconvened in open session and City Attorney Kinsey stated that in regards to item 1 of the closed session, Council consensus was reached to direct the City's consultant to move forward with the foreclosure process for the properties on the provided list. In regards to items 2 through 5 of the closed session, there was no reportable action.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:50 p.m. by Mayor Pro Tem Castro, seconded by Councilor Mendoza; unanimously approved (3 ayes, absent: Martinez and Rosales).

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA SPECIAL CITY COUNCIL MEETING

Special Meeting

June 4, 2019

Meeting called to order by Mayor Silva at 5:00 p.m.

Roll Call

Council Members Present: Mayor Robert Silva, Mayor Pro Tem Rolando Castro, Councilors Victor Martinez, Jesse Mendoza (at 5:01 p.m.), and Oscar Rosales

Council Members Absent: None

Flag salute led by Mayor Silva

FINALIZE THE AGENDA

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

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

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

BUSINESS

1. Fiscal Year 2019/2020 City Council Goals Recap

Mayor Silva introduced the item and City Manager Gonzalez reported on the various goals that the City Council discussed at a previously held goal setting meeting.

Discussion was held on the goals provided, including ways to beautify the community; incorporating additional plants near the entrance of the City; how to address certain municipal code violations; the need to educate the public regarding complying with the municipal code; exploring options to encourage residents to beautify the community; the cost of fuel; and the good work that the police officers do.

2. Fiscal Year 2019/2020 Budget Workshop

Mayor Silva introduced the item and City Manager Gonzalez presented his report regarding the proposed budget.

Discussion was held on the proposed improvements to Veteran's Park; installing a monument to recognize the Mendota Veteran's at Robert Silva Plaza; the timeline to consider and adopt the budget; whether additional police officer positions are included within the budget; possibly extending Smoot Street and Amador Avenue; adding exercise equipment to the parks; the CEQA reports that are required for the Community Center project and Pool Park project; the camera systems located throughout the City; whether the police department has the authorization to view the camera footage of the school district; a business license fee for landlords; the status of the roundabout project; contract services paid from the city administration budget; pass-thru fees in within the planning and engineering budget; police department vehicles; facility repair expenditures; the council travel line item; potential additional revenues; and issues regarding shopping carts.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 5:58 p.m. by Councilor Rosales, seconded by Councilor Mendoza; unanimously approved (5 ayes).

Robert Silva, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
5/24/2019 - 6/5/2019
Check# 45377 - 45431

Date	Check #	Amount	Vendor	Department	Description
May 24, 2019	45377	\$1,264.62	CUMULUS MEDIA INC & SUBSIDIARIES	REFUSE	CALRECYCLE EDUCATIONAL RADIO ADVERTISING CAMPAIGN KMJ RADIO AM/FM
May 28, 2019	45378	\$2,493.89	HORIZON WATER & ENVIRONMENTAL, LLC	SEWER	CEQA COMPLIANCE ADVANCED WASTEWATER RECLAMATION PROJECT OCTOBER 1, 2018 THRU NOVEMBER 30, 2019
May 29, 2019	45379	\$102,211.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER 5/13/2019 - 5/26/2019
June 5, 2019	45380	\$288.93	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES - 6/13/19 - 7/12/19 FOR CITY HALL, DMV, & EDD
June 5, 2019	45381	\$353.52	GREGG ANDREOTTI	GENERAL	EXPENSE REIMBURSEMENT - LUNCHEON, SUPPLIES FOR POLICE DEPT, & FAN AT DOG POUND
June 5, 2019	45382	\$2,139.44	AUTOMATED OFFICE SYSTEMS	GENERAL-WATER-SEWER	MAINTENANCE CONTRACT FOR COPIER AT CITY HALL AND POLICE DEPARTMENT FOR MAY 2019
June 5, 2019	45383	\$1,200.61	AT&T	GENERAL-WATER-SEWER	CITYWIDE TELEPHONE SERVICES 4/25/19 - 5/24/19
June 5, 2019	45384	\$639.33	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT CELLPHONE SERVICES
June 5, 2019	45385	\$49.62	AUTOZONE, INC.	GENERAL	VEH#94 - ANIMAL CONTROL LONG LIFE MINI BULB (2), VEH#M86 - (2) MICRO EDGE WIPER BLADE
June 5, 2019	45386	\$310.00	BC LABORATORIES	GENERAL	WELL#5 - DRINKING WATER ANALYSIS - LA COLONIA PASSTHRU
June 5, 2019	45387	\$493.00	CALIFORNIA POLICE CHEIFS ASSOCIATION	GENERAL	FY 19/20 MEMBERSHIP RENEWAL ASSOCIATES (PD), FY 19/20 MEMBERSHIP RENEWAL CHEIFS DUES LEVEL (PD)
June 5, 2019	45388	\$586.30	CHEMSEARCH	SEWER	(6) PIT BOSS 5 GAL US - WWTP
June 5, 2019	45389	\$696.48	COLONIAL LIFE	GENERAL	LIFE INSURANCE FOR MAY 2019
June 5, 2019	45390	\$2,176.93	COOK'S COMMUNICATIONS	GENERAL	UPFIT FOR ANIMAL CONTROL/ CSO VEHICLE
June 5, 2019	45391	\$593.86	CROWN SHORTLAND CONCRETE	STREETS	(1) YD CONCRETE P6 SACK MIX - 231 HOLMES RIGHT-OF-WAY, (2) YD CONCRETE B6 SACK MIX - 550 DERRICK AVE RIGHT-OF-WAY
June 5, 2019	45392	\$75.58	EINERSON'S PREPRESS	GENERAL-WATER-SEWER	(2) 250CT BUSINESS CARDS
June 5, 2019	45393	\$53.50	EWING, FRESNO	GENERAL	(2) TBOS SOLENOID W/O ADAPTER
June 5, 2019	45394	\$217.48	EXCEL SIGN CO	GENERAL	(1) GRAPHICS FOR SUV VEH#81 (PD)
June 5, 2019	45395	\$434.00	FRESNO MOBILE RADIO INC	GENERAL	(31) POLICE DEPARTMENT RADIO SERVICES FOR MAY 2019
June 5, 2019	45396	\$242.50	GUTHRIE PETROLEUM INC	GENERAL-WATER-SEWER	(1) FILLRITE 12V TRANSFER PUMP (4.6 GAL) PROPANE
June 5, 2019	45397	\$7,544.70	HARDWARE DISTRIBUTION	STREETS	(8) 6' YELLOW PLASTIC SPEED BUMP (CERVANTEZ ST), (14) 10' TELSPAR SIGN POST (SORENSEN AVE), (20) 6' YELLOW PLASTIC SPEED BUMP (AMADOR ST)
June 5, 2019	45398	\$61.25	INTERNAL REVENUE SERVICE	GENERAL	2018 PCORI REPORTING
June 5, 2019	45399	\$540.00	KERWEST NEWSPAPER	GENERAL	(8) NOTICE OF PUBLIC HEARING - LA COLONIA PASTHRU, (6) PART-TIME GENERAL MAINTENANCE WORKER, (5.5) SUMMARY ORDINANCE 19-04
June 5, 2019	45400	\$620.00	LIEBERT CASSIDY WHITMORE	GENERAL-WATER-SEWER	PROF SERV - RENDERED THROUGH 4/30/19
June 5, 2019	45401	\$7,230.08	MADERA PUMPS INC	GENERAL-WATER	(1) PUMP TEST WELL #5, (1) 25 HP 460V 3 PHASE PUMP & MOTOR WELL #3 FOR LA COLONIA
June 5, 2019	45402	\$115.00	MENDOTA SMOG	GENERAL	(2) MOTOR OIL CHANGES FOR PD VEHICLES

CITY OF MENDOTA
CASH DISBURSEMENTS
5/24/2019 - 6/5/2019
Check# 45377 - 45431

June 5, 2019	45403	\$1,304.51	METRO UNIFORM	GENERAL	(1) RAZOR ARMOR EXPRESS, (4) MENDOTA SHOULDER PATCH, (1) DOUBLE CUFF CASE, (1) COVERED COMPACT POUCH & CUFF CASE (PD)
June 5, 2019	45404	\$1,670.01	MUTUAL OF OMAHA	GENERAL	LIFE AD&D LTD STD INSURANCE FOR JUNE 2019
June 5, 2019	45405	\$1,034.44	NORTHSTAR CHEMICAL	WATER	(500 GAL) SODIUM HYPOCHLORITE 12.5 MILL A
June 5, 2019	45406	\$654.56	OFFICE DEPOT	GENERL-WATER-SEWER	MULTIPLE DEPARTMENT OFFICE SUPPLIES
June 5, 2019	45407	\$785.80	PAPE MACHINERY	WATER-STREETS	JD 310 HL - DIAGNOSE STEERING, NEW STEER, & TEST FOR BACKHOE
June 5, 2019	45408	\$34,253.94	PG&E	GENERAL-WATER-SEWER-STREETS-AVIATION	CITYWIDE UTILITIES 4/18/19 - 5/16/19
June 5, 2019	45409	\$29,619.68	PROVOST & PRITCHARD	GENERAL	PASSTHRU - PROFESSIONAL SERVICES FOR LA COLONIA FOR FEBRUARY, MARCH, AND APRIL 2019
June 5, 2019	45410	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES - 5/21/19 - 6/20/19 (PD)
June 5, 2019	45411	\$95.88	BANKCARD CENTER	GENERAL-WATER-SEWER	CREDIT CARD EXPENSES - OFFICE SUPPLIES FOR PD, PUBLIC WORKS CELL PHONE CASES, & CM TRUCK WASH
June 5, 2019	45412	\$83.14	SUNNYSIDE TROPHY	GENERAL	(1) 9X12 PLAQUE FOR (K. CORONADO)
June 5, 2019	45413	\$194.85	TCM INVESTMENTS	GENERAL	MPC3503 LEASE PAYMENT FOR COPIER (PD)
June 5, 2019	45414	\$1,500.00	MARK ANTHONY DUARTE - TECH MASTER PEST MANAGEMENT	GENERAL-WATER-SEWER	CITYWIDE PEST CONTROL SERVICES
June 5, 2019	45415	\$76.42	THARP'S FARM SUPPLY	WATER	(1) HYDRAULIC HOSE & SWIVEL PIPE COUPLING
June 5, 2019	45416	\$23.61	THOMASON TRACTOR COMPANY	WATER	(1) SNAP RING (1) PIN FASTNER (2) WASHER (1) RING (1) FUNNEL
June 5, 2019	45417	\$291.79	TRIANGLE ROCK PRODUCTS LLC	STREETS	(4.07) ST 3/8 CM SC3000 ASPHALT FOR STREET PATCHING
June 5, 2019	45418	\$10,181.45	WANGER JONES HELSLEY	GENERAL-WATER-SEWER	LEGAL SERVICES REGARDING: GENERAL LEGAL SERVICES 5/15/19, PASSTHRU-LEGAL SERVICES RE: SPECIAL LEGAL SERVICES 3/15/19 & 5/15/19
June 5, 2019	45419	\$65.10	WECO	GENERAL-WATER-SEWER	RENT CYL ACETYLENE #4, OXYGEN D, OXYGEN K FOR MAY 2019
June 5, 2019	45420	\$40.44	ZEE MEDICAL SERIVCE	WATER-SEWER	FIRST AID KIT SUPPIES FOR CITY HALL
June 5, 2019	45421	\$114.36	MARY AQUINO	WATER	MQ CUSTOMER REFUND FOR AQU0005
June 5, 2019	45422	\$44.31	EVER M. AYALA FLORES	WATER	MQ CUSTOMER REFUND FOR AYA0029
June 5, 2019	45423	\$11.03	JOSE ADRIAN ESPIZONA	WATER	MQ CUSTOMER REFUND FOR ESP0028
June 5, 2019	45424	\$50.25	SAN JUANA PUENTE GARCIA	WATER	MQ CUSTOMER REFUND FOR GAR0150
June 5, 2019	45425	\$65.65	GLORIA JIMENEZ CORTEZ	WATER	MQ CUSTOMER REFUND FOR JIM0012
June 5, 2019	45426	\$115.58	JOSE MARTINEZ	WATER	MQ CUSTOMER REFUND FOR MAR0180
June 5, 2019	45427	\$14.62	MARIA M. PEREZ NAVARRO	WATER	MQ CUSTOMER REFUND FOR MEJ0020

CITY OF MENDOTA
CASH DISBURSEMENTS
5/24/2019 - 6/5/2019
Check# 45377 - 45431

June 5, 2019	45428	\$26.49	MARIA MORENO	WATER	MQ CUSTOMER REFUND FOR MOR0057
June 5, 2019	45429	\$68.07	JENNIE MIRANDA	WATER	MQ CUSTOMER REFUND FOR MIR0048
June 5, 2019	45430	\$40.81	CATALINA RAMIREZ	WATER	MQ CUSTOMER REFUND FOR RAM0148
June 5, 2019	45431	\$37.15	LETICIA VALLEJO	WATER	MQ CUSTOMER REFUND FOR VAL0099
		\$215,115.51			

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: APPROVAL OF SIGNATURE AUTHORITY FOR CITY MANAGER
APPLICATION FOR VARIOUS PERMITS RELATED TO
RECONSTRUCTION OF THE MOWRY BRIDGE

DATE: JUNE 11, 2019

ISSUE

Should the City Council approve the attached resolution to authorize authorize the City Manager to sign various permit applications regarding environmental and encroachment matters related to replacement of the Mowry Bridge?

BACKGROUND

Following approval of the funding agreement with the US Department of the Interior, Bureau of Reclamation (Reclamation) at your regular meeting of December 11, 2018, the City authorized final design to proceed at your regular meeting of January 8, 2019.

Along with the preparation of design plans, there are a substantial number of permits which must be applied for and obtained from federal and state agencies before construction can proceed. Some of these were known up front while some others have only become known as agencies have claimed interest or jurisdiction as design has begun to progress. Reclamation has been consistent in agreeing that the project must comply with all regulatory requirements.

Each permit and application requires a form or application together with backup information, all of which must be signed and submitted by a representative of the City. Rather than come to your Council for authorization to sign each individual permit and application, we are requesting a general authority to sign and submit permits and applications related to the Mowry Bridge reconstruction project, in the interest of streamlining the project's process and reducing the timeline as much as possible. Application fees will be placed on the warrant register for payment in the normal course of City business

FISCAL IMPACT

No direct financial impact. Application fees will be paid from the funds received from Reclamation for the Mowry Bridge project. There will be no impact to the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution authorizing the City Manager to sign and submit all permits, applications and related materials related to the Mowry Bridge, and to prepare necessary warrants for payments of permit and application fees.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
APPROVAL OF SIGNATURE AUTHORITY
FOR CITY MANAGER APPLICATION FOR
VARIOUS PERMITS RELATED TO
RECONSTRUCTION OF THE MOWRY BRIDGE**

RESOLUTION NO. 19-36

WHEREAS, the City of Mendota (City) operates certain municipal infrastructure utilities, including the Mowry Bridge over the Fresno Slough; and

WHEREAS, the US Department of the Interior, Bureau of Reclamation (Reclamation) and the City have entered into a funding agreement which, in part, requires the City to reconstruct the Mowry Bridge; and

WHEREAS, City and its consultants are preparing design plans for reconstruction of the Mowry Bridge; and

WHEREAS, there are a number of permits which must be applied for and obtained from federal and state agencies before construction can proceed; and

WHEREAS, each permit and application must be signed and submitted by a representative of the City; and

WHEREAS, a general authority to sign and submit permits and applications related to the Mowry Bridge reconstruction project is in the interest of streamlining the project's process and reducing the project's timeline;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Mendota that the City Manager is hereby authorized and directed to sign and submit all permits, applications and related materials related to the Mowry Bridge, and to prepare necessary warrants for payments of permit and application fees.

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 11th day of June, 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: ADOPTION OF RESOLUTION CONTRACTING ENGINEERING AND CEQA SERVICES IN SUPPORT OF THE PROPOSED COMMUNITY CENTER PROJECT GRANT APPLICATION
DATE: JUNE 11, 2019

ISSUE

Should the City Council adopt the attached resolution approving a contract with Provost & Pritchard Consulting Group to provide preliminary engineering and California Environmental Protection Act (CEQA) planning services in support of the Statewide Park Development and Community Revitalization Program Grant application for a new community center?

BACKGROUND

The City of Mendota intends to submit an application for a new Mendota Community Center at Rojas Pierce Park to the California Department of Parks and Recreation – Office of Grants and Local Services as part of the Statewide Park Program (SPP), Round 3 call for projects funded by Proposition 68. The Finance Officer and the City Engineer have reviewed the application checklist and divided tasks. Staff has requested assistance with required preliminary engineering and CEQA planning services required for the application.

ANALYSIS

The California Department of Parks and Recreation – Office of Grants and Local Services will review applications for the Statewide Park Development and Community Revitalization Program Grant Funds. Projects granted funding will be based on completed applications. The preliminary engineering services will aid in project cost estimating, scheduling and preliminary site plan development. The project must be in compliance with CEQA and have the finding filed in order for the application to be considered.

FISCAL IMPACT

The grant funding guidelines allow for the City to be reimbursed for the contracted services, should the project be awarded.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving a contract with Provost & Pritchard Consulting Group to provide preliminary engineering and California Environmental Protection Act (CEQA) planning services in support of the Prop. 68 grant

application for the new community center, in an amount up to \$26,500 to be billed on a time-and-materials basis.

June 5, 2019

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

**Subject: Preliminary Engineering and CEQA Planning Services for the
Mendota Community Center at Rojas Pierce Park, Mendota, California**

Dear Cristian:

Thank you for the opportunity to submit this proposal to provide preliminary engineering and CEQA 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

We understand that the City intends to submit an application for a new Mendota Community Center to the California Department of Parks & Recreation – Office of Grants and Local Services as part of a Statewide Park Program (SPP) – Round 3 call for projects funded by Proposition 68. The City has decided to pursue a new community center located in the southeast corner of the existing Rojas Pierce Park. We have reviewed the application package checklist with the Finance Officer, and we have been requested to provide preliminary engineering and California Environmental Quality Act (CEQA) planning services in support of the application, as outlines below.

Scope of Services

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

Phase PE: Preliminary Engineering Services

We will assist the City as noted on the attached item breakdown, the most significant of which are:

- Developing opinions of probable project cost to base the requested grant amount;
- Provide concepts for environmental design in accordance with the grant guidelines;
- Developing the project timeline (schedule);
- Preparing initial exhibits for public workshops; and
- Preparing a Concept Level Site Plan

Deliverables will be in electronic (PDF) or other file format as appropriate.

Phase CEQA: CEQA Planning services

We understand that an Initial Study/Mitigated Negative Declaration (IS/MND) is anticipated to be the appropriate level of CEQA documentation for the proposed Project. Below are the tasks described to complete the CEQA phase.

- Provost & Pritchard will prepare the Administrative Draft IS/MND pursuant to the CEQA Guidelines Appendix G Environmental Checklist.
- Provost & Pritchard will complete the following desktop studies to provide analysis within the IS/MND:
 - California Historical Resources Information System (CHRIS) Report and Record Search from California State University Bakersfield (CSUB) for Assessor's Parcel Number 012-190-38ST.
 - Sacred Lands File Search through the Native American Heritage Commission and letters to the list of tribes indicated.
 - Preparation of a letter for AB 52 compliance with the August 8, 2016 letter with the Santa Rosa Rancheria Tachi Tribe, to be put on City letterhead.
 - Provost & Pritchard will utilize CalEEMod for determining air quality pollutants and greenhouse gases potentially generated by the project.
 - Biological Memo that uses desktop information and the Biological Resources Evaluation from the adjacent 2019 Rojas Pierce Park Expansion Project.
 - Provost & Pritchard will utilize in-house GIS staff to provide maps

Deliverables: One (1) electronic copy of the Administrative Draft IS/MND.

- Public Review Draft Initial Study/Mitigated Negative Declaration (MND) and Notice of Intent to Adopt the IS/MND
 - Upon receipt of one (1) set of consolidated City review comments, Provost & Pritchard will incorporate all comments into the Draft IS/MND, Notice of Intent (NOI), and Notice of Completion (NOC) and provide the City with an electronic screen-check of the revised documents, with all insertions, deletions and formatting changes in strike-through and underline (i.e. Microsoft Word "Track Changes").
 - After City staff comments on the screen-check IS/MND, NOI, and NOC, Provost & Pritchard will finalize the documents based upon the comments received and will provide electronic copies of each document to the City. Provost & Pritchard will publish the NOI pursuant to CEQA Guidelines and distribute the NOC and the Draft IS/MND to the State Clearinghouse (SCH) and other interested agencies and individuals identified by the City for the public review period.

*Deliverables: One (1) electronic copy of the Draft IS/MND, NOI and NOC for the City
15 CD copies of the Draft IS/MND for distribution at the SCH.*

- Preparation of Notice of Determination
 - CEQA Guidelines §15075 requires that the lead agency file a Notice of Determination (NOD) within five (5) working days of the agency's decision to approve the project (Public Resources Code §21083). Provost & Pritchard will prepare a draft NOD for review and filing by City staff.

Deliverables: One (1) electronic copy of the NOD.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in these Phases 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 over the next three (3) months, our fees will be approximately \$26,500. 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 above. If it appears we will need to exceed this budget estimate, we will notify you in writing before we do so, and will provide a revised estimate. We will not continue work beyond the initial budget without additional authorization.

Schedule

We will work with the City to develop the grant application in time for the August 5, 2019 submission deadline. The CEQA work will still be in progress at the time of grant application deadline; however, it should be completed in September, which is within the three-month grace period allowed by the Guidelines.

Assumptions

- Provost & Pritchard will not be asked to attend public meetings held for the purpose of scoping the project outside of regularly scheduled City Council meetings.
- Provost & Pritchard will prepare and distribute all notices required for the publication and circulation of the Public Review Draft IS/MND, NOI, and NOC pursuant to CEQA.
- Provost & Pritchard will publish the NOI with the Business Journal and file the NOI with the Fresno County Clerk's office and the NOC with the State Clearinghouse for the project pursuant to the CEQA Guidelines. The cost for this Notice will be billed to the City as a reimbursable expense.
- The City will file the NOD and current CDFW fees with the Fresno County Clerk's office. This proposal does not include the CDFW fee (currently \$2,354.75) nor County filing fee (currently \$50.00).
- During the public review/comment period, should comment letters be received, or require modification to the IS P&P will submit a revised scope and fee to the City for their review and approval.

Terms and Conditions

This project will be subject to the terms and conditions in the attached Consultant Services Agreement, which has been reviewed and modified by the City Attorney for use with previous capital improvement projects. If this proposal is acceptable, please sign below and on the attached agreement and return copies of each to our office. The signed documents will be our notice to proceed. As always, we thank you for the opportunity to be of service.

Sincerely Yours,

Provost & Pritchard Consulting Group

City of Mendota

By:

Name/Title: Cristian Gonzalez,
City Manager

Date Signed:

Provost & Pritchard Consulting Group

By:



Name/Title: Briza Sholars,
Project Manager

Date Signed: June 3, 2019

By:



Name/Title: David McGlasson, PE, PLS
Principal Engineer

Date Signed: June 4, 2019

CITY OF MENDOTA PARKS GRANT APPLICATION (COMMUNITY CENTER)

Item No.	Description	Responsible
1	Application Package	
2	1. Application Form	CITY
3	• Project Name	CITY
4	• Requested Grant Amount	CITY/P&P
5	• Other Funding Sources	CITY
6	• Total Project Cost	CITY/P&P
7	• Project Site Name	CITY
8	• Project Site Ownership	CITY
9	• Nearest Cross Street	CITY
10	• County of Project Location	CITY
11	• Applicant Name and Mailing Address	CITY
12	• Authorized Representative	CITY
13	• Application Contact	CITY
14	• Grant Contact	CITY
15	2. Project Selection Criteria	CITY/P&P
16	• Project Selection Criterion #1 - Critical Lack of Park Space	CITY
17	• Project Selection Criterion #2 - Significant Poverty	CITY
18	• Project Selection Criterion #3 - Type of Project	CITY
19	• Project Selection Criterion #4 - Community Based Planning	CITY
20	• Project Selection Criterion #5 - Employment or Volunteer Opportunities	CITY
21	• Project Selection Criterion #6 - Partnerships or Committed Funding	CITY
22	• Project Selection Criterion #7 - Environmental Design	P&P
23	• Project Selection Criterion #8 - Public Use Fees and Hours of Operation	CITY
24	• Project Selection Criterion #9 - Community Challenges, Project Benefits, and Readiness	CITY
25	3. Community FactFinder Report and Handbook Form	CITY
26	4. Resolution	CITY
27	5. Grant Scope/Cost Estimate Form	CITY/P&P
28	6. Funding Sources Form	CITY/P&P
29	7. Project Timeline Form	CITY/P&P
30	8. Applicant Capacity	CITY
31	9. California Environmental Quality Act (CEQA) Compliance Form	P&P
32	10. Project Site Ownership, Acquisition, or Lease	CITY/P&P
33	11. Concept Level Site Plan	P&P
34	12. Photos and Copyright License Agreement	CITY
35	13. Project Location Map	P&P
36	14. NON-PROFIT APPLICANT Requirements (only for NON-PROFIT APPLICANT)	N/A
37	15. CONSERVATION CORPS Consultation Review (Optional)	CITY
38	Table of Contents	CITY
39	Unbound Application w/Dividers & Tabs	CITY

so long as Client is not in default, pursuant to the terms and conditions of this agreement, and Client has performed all its obligations under this agreement.

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

LIMITATIONS

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

INDEMNIFICATION

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

FINANCIAL

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

LIMITATION OF LIABILITY

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

DISPUTE RESOLUTION

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

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

CONSTRUCTION PROJECTS

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

SUSPENSION AND TERMINATION

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


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

OTHER

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

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

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

Client	<u>City of Mendota</u>		Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group
By	_____	By	
Name/Title	<u>Cristian Gonzalez</u>	Name/Title	<u>David McGlasson</u> Principal-In-Charge
Date Signed	_____	Date Signed	<u>06/05/2019</u>

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
A CONTRACT WITH PROVOST & PRITCHARD
CONSULTING GROUP TO PROVIDE
PRELIMINARY ENGINEERING AND CEQA
PLANNING SERVICES IN SUPPORT OF
THE PROP 68 GRANT APPLICATION FOR
THE NEW COMMUNITY CENTER**

RESOLUTION NO. 19-37

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program; and

WHEREAS, the City of Mendota intends to submit a grant application to fund the Mendota Community Center project; and

WHEREAS, the grant application guidelines require certain technical information; and

WHEREAS, the grant application guidelines require compliance with the California Environmental Quality Act (CEQA) and filing of the CEQA document; and

WHEREAS, the City Council has requested a proposal from the City Engineer, Provost & Pritchard Consulting Group, to provide preliminary engineering technical assistance and CEQA related planning services in support of the community center grant application; and

WHEREAS, the City Council has determined that the City Engineer, Provost & Pritchard Consulting Group, is the firm most qualified to provide the necessary consulting services;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that Provost & Pritchard be retained and contracted to prepare the needed preliminary engineering and CEQA planning services in support of the Proposition 68 grant application for the new community center pursuant to their proposal dated June 5, 2019.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to sign the necessary agreement with Provost & Pritchard Consulting Group.

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 11th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA SUPPORTING
AND IMPLEMENTING TIMELY USE OF
FUNDING FOR FEDERAL TRANSPORTATION
PROJECT SELECTION**

RESOLUTION NO. 19-38

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City is able to apply for and receive Federal and State funding under the Federal Transportation Act and the Surface Transportation Block Grant Program (formerly Regional Surface Transportation Program); and

WHEREAS, the City desires to ensure that its project to construct a roundabout at the intersection of Bass Avenue and Barboza Street is delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize federal or state funding to the Region; and

WHEREAS, the City will utilize “Lifeline” funding which requires no local matching funds; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.

BE IT FURTHER RESOLVED, that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.

BE IT FURTHER RESOLVED that the City Council does direct its management and engineering staffs to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council.

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 11th day of June, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY M. DIAZ, FINANCE OFFICER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: FIREWORKS STAND PERMITS
DATE: JUNE 11, 2019

ISSUE

Should the City Council approve the five applications for a fireworks stand permit?

BACKGROUND

This item is ministerial in nature: the Mendota Municipal Code (MMC) permits non-profit organizations to have fireworks stands as long as they meet the requirements set forth in Chapter 8.12.

ANALYSIS

Applications were due May 31st by the end of the day per Mendota Municipal Code (MMC) 8.12.030. Staff received a total of five applications by the deadline. The Mendota Municipal Code (MMC) 8.12.060 allows six fireworks stands.

Attached is a table with the basic information for Council's consideration.

RECOMMENDATION

Council to approve the five fireworks stands permit applications shown in Exhibit A.

FISCAL IMPACT

None.

Exhibit A

CITY OF MENDOTA FIREWORK APPLICATIONS 2019

ORGANIZATION NAME	LOCATION REQUESTED	CONTACT PERSON	CONTACT PHONE NUMBER
Mendota Pentecostal Church of God	580 Derrick Avenue Mendota, CA 93640	Becky Garcia	(559) 250-4661
Mendota Youth Recreation, Inc.	690 Oller Street Mendota, CA 93640	Sergio Valdez	(559) 647-4043
Mendota Baseball League	2187 7th Street Mendota, CA 93640	Salvador Ochoa	(559) 273-9134
Mendota High School Boys Basketball	569 Oller Street Mendota, CA 93640	Mario Plascencia Jr.	(760) 522-6976
Westside Youth, Inc.	697 Derrick Avenue Mendota, CA 93640	Dino Perez	(559) 970-7840



City of Mendota
 643 Quince Street Mendota, CA 93640
 Ph. (559)655-3291 Fax (559)655-4064



Permit Application to Sell Fireworks

Prerequisites to Issuance of Permit

The following qualifications must be met by each applicant for a permit under this chapter:

- A. No permit shall be issued to any person, firm or corporation except nonprofit associations or corporation organized primarily for civic betterment or youth activities;
- B. Each organization must maintain a bona fide membership of at least twenty-five (25) members, and must have been organized and established for a minimum of one year continuously preceding the filing of the application for the license;
- C. No organization may receive more than one permit for sale during any one calendar year.

Organization's Name: Mendota Pentecostal Church of God Phone# 559-655-4252

Address: 1097 Quince Street Mendota, CA 93640

Representative's Name: Becky Garcia Phone # 559-250-4661

Address: 1097 Quince Street Mendota, CA 93640

Dates of Operation: Sunday June 30, 2019 - Thursday July 4, 2019

Location of stand: 580 Derrick Avenue Mendota, CA 93640

Assessor Parcel Number: _____

Property owner signature: Gubeni Muthamba Date: 05-09-19
 (Property owner authorizes the organization named above to use the property for the sale of fireworks.)

The applicant agrees to comply strictly with the terms of any permit granted to it and furnish additional information upon request of the city manager.

Each applicant shall file with the city a cash deposit made payable to the city in the amount of fifty dollars (\$50.00) to assure compliance with the provisions of this chapter.

Applicant's Signature: Becky Garcia Date: 5-11-19

For Office Use Only

Date Received: 05-15-2019

Required documents attached:	Yes	No
<input type="checkbox"/> Completed Permit Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Property owner written permission	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Certificate of Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Approval of State Fire Marshall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Deposit paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Seller's Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Received by: Jessica Ruiz

Date: 05-15-2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 11/1/2019 11/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1359683 American Promotional Events, Inc. DBA TNT Fireworks, Inc. 555 North Gilbert Avenue Fullerton CA 92833 XXX1555	INSURER A: Everest Indemnity Insurance Company	
	INSURER B: Maxum Indemnity Company	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13902846 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	SI8GL00242-181	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	N	EXC6023470-06	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: Property located at 580 Derrick Ave. in Mendota, CA (XXX1555) Star Market / City of Mendota Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER 13902846 Pentecostal Church of Mendota City of Mendota Star Market 580 Derrick Mendota CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

5/9/2012 SR KHO 102-224358

MENDOTA PENTECOSTAL CHURCH OF GOD
MENDOTA PENTECOSTAL CHURCH
1097 QUINCE ST
MENDOTA, CA 93640-2625

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID ONLY AT THE ABOVE ADDRESS.

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED AND IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS OR PROPERTY OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES OWED BY THE NEW OPERATOR OF THE BUSINESS.

Not valid at any other address

For general tax questions, please call our Information Center at 800-400-7115.

For information on your rights, contact the Taxpayers' Rights Advocate Office at 888-324-2798 or 916-324-2798.

BOE-142-R (REV. 10-12-06)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.boe.ca.gov
- Visiting a district office
- Attending a Basic Sales and Use Tax Law class offered at one of our district offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Information Center at 800-400-7115

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. Conversely, you have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the Board
- You are responsible for following the regulations set forth by the Board

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a Board representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business; adding or dropping a partner, officer, or member; or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a Board office, or giving it to a Board representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with the Board, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 888-324-2798 or 916-324-2798. Their fax number is 916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

STATE BOARD OF EQUALIZATION

Sales and Use Tax Department



Mendota Pentecostal Church of God

May 7, 2019

Star Super Market/Mendota Food Center
580 Derrick Avenue
Mendota, CA 93640

To Whom It May Concern:

It is that time of year to prepare for our annual Fireworks Fundraiser. We appreciate you allowing us to set up our stand in the parking lot of Star Super Market over the past several years. We are interested in renting the space, once again, this year from Sunday, June 30, 2019 through July 4, 2019. This fundraiser allows us to give back to the community through various programs within our Church.

It is understood that this sale will be conducted in accordance with all City, County, and State regulations. We have attached a copy of the Certificate Liability Insurance that list Star Super Market as certificate holder, along with our Church and the City of Mendota.

Attached is a check for \$500, to secure the space for the period of 5 days. Please sign below, granting the Mendota Pentecostal Church of God the use of the property of Star Market. In the event, that the City of Mendota does not grant the Mendota Pentecostal Church of God a seller permit, the \$500 will be returned to our Church.

It is understood that the sale of Fireworks will be conducted in accordance with all City, County, and State regulations. It is further understood that this permission is subject to immediate cancellation with the sale, lease or construction of this property.

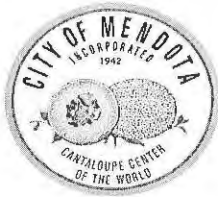
The following must be completed by Property Owner or Property Owner Agent:

Signature: *Richard M. [unclear]* Date: 05-09-19

Best Regards,

Pastor Robert Lopez

Pastor Robert Lopez
Senior Pastor
559-655-4252



City of Mendota
 643 Quince Street Mendota, CA 93640
 Ph. (559)655-3291 Fax (559)655-4064

Permit Application to Sell Fireworks

Prerequisites to Issuance of Permit

The following qualifications must be met by each applicant for a permit under this chapter:

A. No permit shall be issued to any person, firm or corporation except nonprofit associations or corporation organized primarily for civic betterment or youth activities;

B. Each organization must maintain a bona fide membership of at least twenty-five (25) members, and must have been organized and established for a minimum of one year continuously preceding the filing of the application for the license;

C. No organization may receive more than one permit for sale during any one calendar year.

Organization's Name: Mendota Youth Rec Phone# 647-4043

Address: P.O. Box 782

Representative's Name: Sergio Valdez Phone # _____

Address: 325 Pucheu St

Dates of Operation: June 27 - July 5 - 2019

Location of stand: 690 Miller St

Assessor Parcel Number: 87-0691351

X Property owner signature: [Signature] Date: _____
 (Property owner authorizes the organization named above to use the property for the sale of fireworks.)

The applicant agrees to comply strictly with the terms of any permit granted to it and furnish additional information upon request of the city manager.

Each applicant shall file with the city a cash deposit made payable to the city in the amount of fifty dollars (\$50.00) to assure compliance with the provisions of this chapter.

Applicant's Signature: [Signature] Date: 5-16-19

Date Received: 5/16/2019 For Office Use Only

Required documents attached:	Yes	No
▪ Completed Permit Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Property owner written permission	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Certificate of Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Approval of State Fire Marshall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Deposit paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Seller's Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Received by: [Signature] Date: 5/16/2019

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid June 27, 2019 through July 5, 2019



ACCOUNT NUMBER

217945344 - 00001

SERGIO VALDEZ
690 OLLER ST
MENDOTA CA 93640-2317

Office of Control:
Fresno Office

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.**

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

DATE: 2019 SALESMAN: Brandy Weaver CITY: Mendota

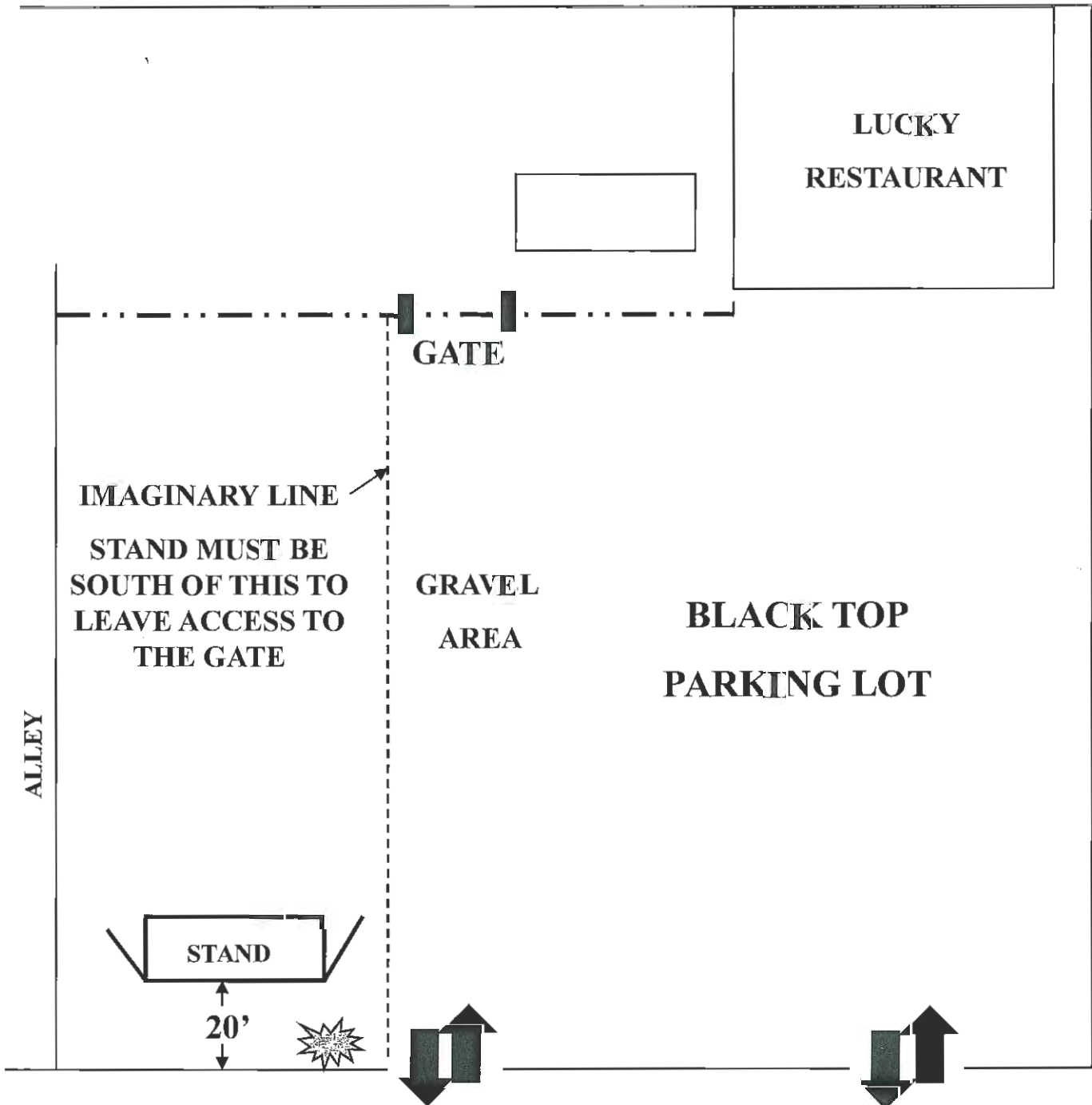
ACCT #: 601285 ORGANIZATION: MENDOTA YOUTH RECREATION

CHAIRMAN: Corina Banelos PHONE: (559) 349-9391 (559) 655.4590

STAND SIZE: 24' STAND UP DATE: 6/23 STAND DOWN DATE: 7/10

ADDRESS / INTERSECTION: 690 OLLER STREET FIRE: FRESNO CO. FIRE

SPECIAL INSTRUCTIONS: STAND OVER FAR ENOUGH TO BE SOUTH OF GATE AND 20 FEET FROM THE STREET.



2019 PROPERTY OWNER'S PERMISSION TO ERECT A FIREWORKS STAND

Name of Organization: MENDOTA YOUTH RECREATION INC.

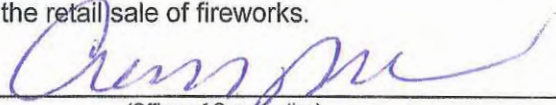
Location of Proposed Fireworks Stand: 690 OLLER ST

Assessors Parcel Number (APN#): 87-0691351 (required)

The above-named organization has informed me of it's plan to erect a booth for the retail sale of fireworks at the above location. As the owner of the above property, I understand that the organization must obtain my written permission before they can be issued a permit to sell fireworks.

To receive this permit, the organization must comply with all the rules and regulations for selling fireworks. The fireworks stand must also conform to the standards set by the local jurisdiction.

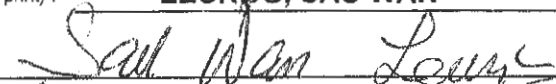
The MENDOTA YOUTH RECREATION (organization) agrees to abide by all the rules set forth by the local jurisdiction for the retail sale of fireworks.

Signed: 
(Officer of Organization)

Officer of organization (please print): Corinne Bonaldo

With regard to the above, I, the property owner, give my permission for the erection of a fireworks stand on this property.

Owner's Name (please print): LEUNGG, SAU WAN

Owner's Signature: 

Owner's Mailing Address: 690 Oller St

Telephone Number: 559-655-4582

Date: 3/20/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:		
	PHONE (A/C, No., Ext):	216-658-7100	FAX (A/C, No.): 216-658-7101
	E-MAIL ADDRESS:	info@brittongallagher.com	
INSURED Phantom Fireworks Western Region, LLC 2445 Belmont Avenue Youngstown OH 44505	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Everest Indemnity Insurance Co.		10851
	INSURER B : Maxum Indemnity Company		26743
	INSURER C : Axis Surplus Ins Company		26620
	INSURER D : Arch Insurance Co		
	INSURER E : Everest National Insurance Company		10120
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 491663104

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Owned Stand <input type="checkbox"/> End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			SI8GL00643-181	10/30/2018	10/30/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00095-181	10/30/2018	10/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>			EXC6025343-5	10/30/2018	10/30/2019	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	
							OTHER	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C D	Excess Liability #2 Excess Liability #3			P-001-000046155-01 UXP0057739-04	10/30/2018 10/30/2018	10/30/2019 10/30/2019	Each Occ/ Aggregate	\$5,000,000
							Each Occ/ Aggregate	\$10,000,000
							Total Limits	\$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Products Liability extends only to the products purchased from Phantom Fireworks Western Region, LLC.
The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions and exclusions.
Location: 690 Oller St., Mendota, CA 93640
Property Owner: Lucky Restaurant
Additional Insured: Lucky Restaurant, Mendota Fire Dept & city. Volunteers when acting in full capacity.
Municipality: City of Mendota/ County of Fresno

CERTIFICATE HOLDER

CANCELLATION

Mendota Youth Recreation Inc. c/o Corina Banuelos=Chariman P.O Box 782 Mendota CA 93640	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.



Index 5942
 PCA 59420
 Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
 RETAIL FIREWORKS LICENSE APPLICATION**
 (Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
 Sacramento, CA 95811
 (916) 445-8373

RETAIL FIREWORKS LICENSE

Licensee Mendota Youth Recreation
 Stand Location 690 Oller St
 City, State & Zip Mendota CA
 County Fresno

LOCAL CONTACT PERSON

Name Ryne Conder
 Phone 559 459 0610

**-Notice-
 COPY OF THIS NOTICE MUST BE POSTED AT STAND
 WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

Name Mendota Youth Recreation
 Address 2777 E Malaga
 City, State & Zip Fresno CA 93725



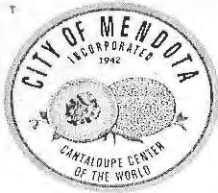
Ryne Conder
 Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept. Fresno Co. Fire Dept
 Address 210 S Academy
 City, State & Zip Sanger CA 93657

 Signature of Applicant

4-22-19
 Date



City of Mendota
 643 Quince Street Mendota, CA 93640
 Ph. (559)655-3291 Fax (559)655-4064

Permit Application to Sell Fireworks

Prerequisites to Issuance of Permit

The following qualifications must be met by each applicant for a permit under this chapter:

A. No permit shall be issued to any person, firm or corporation except nonprofit associations or corporation organized primarily for civic betterment or youth activities;

B. Each organization must maintain a bona fide membership of at least twenty-five (25) members, and must have been organized and established for a minimum of one year continuously preceding the filing of the application for the license;

C. No organization may receive more than one permit for sale during any one calendar year.

Organization's Name: Mendota Baseball League Phone# (559) 273-9134

Address: 623 Gaxiola St.

Representative's Name: Salvador Ochoa Phone # (559) 273-9134

Address: 623 Gaxiola St. Mendota, CA 93640

Dates of Operation: June 28th through July 4th

Location of stand: 2187 7th St Mendota, CA 93640

Assessor Parcel Number: _____

Property owner signature: _____ Date: 4/29/19

(Property owner authorizes the organization named above to use the property for the sale of fireworks.)

The applicant agrees to comply strictly with the terms of any permit granted to it and furnish additional information upon request of the city manager.

Each applicant shall file with the city a cash deposit made payable to the city in the amount of fifty dollars (\$50.00) to assure compliance with the provisions of this chapter.

Applicant's Signature: _____ Date: 4-29-19

Date Received: 5/16/2019 For Office Use Only

Required documents attached: Yes No

- Completed Permit Application Yes No
- Property owner written permission Yes No
- Certificate of Liability Insurance Yes No
- Approval of State Fire Marshall Yes No
- Deposit paid Yes No
- Seller's Permit Yes No

Received by: Shelia Burke Date: 5/16/2019

2019 PROPERTY OWNER'S PERMISSION TO ERECT A FIREWORKS STAND

Name of Organization: MENDOTA BASEBALL LEAGUE

Location of Proposed Fireworks Stand: 2187 7TH ST., MENDOTA, CA 93640

Assessors Parcel Number (APN#): 01310209 (required)

The above-named organization has informed me of it's plan to erect a booth for the retail sale of fireworks at the above location. As the owner of the above property, I understand that the organization must obtain my written permission before they can be issued a permit to sell fireworks.

To receive this permit, the organization must comply with all the rules and regulations for selling fireworks. The fireworks stand must also conform to the standards set by the local jurisdiction.

The MENDOTA BASEBALL LEAGUE (organization) agrees to abide by all the rules set forth by the local jurisdiction for the retail sale of fireworks.

Signed: Sal Ochoa (Officer of Organization)

Officer of organization (please print): Sal Ochoa

With regard to the above, I, the property owner, give my permission for the erection of a fireworks stand on this property.

Owner's Name (please print): Antonyo Gurrals

Owner's Signature: [Signature]

Owner's Mailing Address: 2187 7TH ST., MENDOTA, CA 93640

Telephone Number: 559-655-1111

Date: 5/15/19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

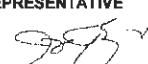
PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com	FAX (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE	
INSURED Phantom Fireworks Western Region, LLC 2445 Belmont Avenue Youngstown OH 44505	INSURER A: Everest Indemnity Insurance Co.	10851
	INSURER B: Maxum Indemnity Company	26743
	INSURER C: Axis Surplus Ins Company	26620
	INSURER D: Arch Insurance Co	
	INSURER E: Everest National Insurance Company	10120
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 995475712 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Owned Stand <input type="checkbox"/> End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			SI8GL00643-181	10/30/2018	10/30/2019	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00095-181	10/30/2018	10/30/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC6025343-5	10/30/2018	10/30/2019	EACH OCCURRENCE	\$4,000,000
							AGGREGATE	\$4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C D	Excess Liability #2 Excess Liability #3			P-001-000046155-01 UXP0057739-04	10/30/2018 10/30/2018	10/30/2019 10/30/2019	Each Occ/ Aggregate Each Occ/ Aggregate Total Limits	\$5,000,000 \$10,000,000 \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Products Liability extends only to the products purchased from Phantom Fireworks Western Region, LLC.
The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions and exclusions.
Location: 2187 7th St., Mendota, CA
Property Owner: Antonio Gonzales
Additional Insured: Farmers Insurance, City of Mendota, Mendota Baseball active volunteers, Mendota Fire Dept. & city officials
Municipality: City of Mendota/ County of Fresno

CERTIFICATE HOLDER Mendota Baseball League C/O Salvado Ochoa- Chairman 623 Gaxiola St. Mendota CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Office of State Fire Marshal
 2251 Harvard Street, Suite 400
 Sacramento, CA 95815
 (916) 568-2943

LICENSEE INFORMATION

Name (First, Last):	Mendota Baseball League	Phone Number:	(559) 459-0610
Mailing Address (Street Address, City, CA, Zip):	2777 E. Malaga Ave., Fresno, CA		
Local Contact Person and Phone Number (if different from Licensee above):	Tom Williams		

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip):	2187 7 th St., Mendota CA
County of Stand Location:	Fresno

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name:	Phantom Fireworks	License No.:	W-0526
Contact Name:	Tom Williams	Phone Number:	(559) 459-0610

FIRE AUTHORITY HAVING JURISDICTION

Fire Department:	Fresno County FPD
Physical Address (Street Address, City, CA, Zip):	210 S. Academy Ave. Sanger, CA 93657



<u>Von Costa</u>	<u>5-14-19</u>	<u>Megan Neely</u>	<u>5-14-19</u>
Signature of Fire Authority Having Jurisdiction	Date	Signature of Retail Booth Applicant	Date
Cal Fire			

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, JULY 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid June 28, 2019 through July 6, 2019



Office of Control:
Fresno Office

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

ACCOUNT NUMBER

254219520 - 00001

MENDOTA BASEBALL LEAGUE
SALVIDOR OCHOA
623 GAXIOLA ST
MENDOTA CA 93640-1906

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.**

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

DATE: 2019 ACCTMGR: Brandy Weaver CITY: Mendota

ACCT #: _____ ORGANIZATION: Mendota Baseball League

CHAIRMAN: Salvador Ochoa PHONE: Home (559) 273-9134 () _____

STAND SIZE: 24' STAND UP DATE: 6/25 STAND DOWN DATE: 7/6

ADDRESS / INTERSECTION: 2187 7th St., Mendota AREA: Mendota

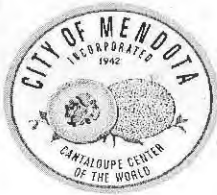
SPECIAL INSTRUCTIONS: In the Subway and Farmers Insurance parking lot. Call Brandy @209-300-2837

if any questions

2187 7th St., Mendota
Write a description for your map.

Legend
📍 2187 7th St





City of Mendota
 643 Quince Street Mendota, CA 93640
 Ph. (559)655-3291 Fax (559)655-4064



Permit Application to Sell Fireworks

Prerequisites to Issuance of Permit

The following qualifications must be met by each applicant for a permit under this chapter:

A. No permit shall be issued to any person, firm or corporation except nonprofit associations or corporation organized primarily for civic betterment or youth activities;

B. Each organization must maintain a bona fide membership of at least twenty-five (25) members, and must have been organized and established for a minimum of one year continuously preceding the filing of the application for the license;

C. No organization may receive more than one permit for sale during any one calendar year.

Organization's Name: MHS Basketball (Boys) Phone# 655-1993

Address: 1982 W. Belmont Ave.

Representative's Name: Mario Plascencia Jr. Phone # (760)522-6976

Address: 776 I St.

Dates of Operation: June 30th - July 4th, 2019

Location of stand: 5169 Oller St.

Assessor Parcel Number: 233846016-00001

Property owner signature: _____ Date: _____

(Property owner authorizes the organization named above to use the property for the sale of fireworks.)

The applicant agrees to comply strictly with the terms of any permit granted to it and furnish additional information upon request of the city manager.

Each applicant shall file with the city a cash deposit made payable to the city in the amount of fifty dollars (\$50.00) to assure compliance with the provisions of this chapter.

Applicant's Signature: [Signature] Date: 5/29/19

Date Received: 5/29/2019 For Office Use Only

Required documents attached:	Yes	No
▪ Completed Permit Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Property owner written permission	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Certificate of Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Approval of State Fire Marshall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Deposit paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
▪ Seller's Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Received by: [Signature]

Date: 5/29/2019



Please mail, fax or email a copy of this to Harrah when completed.
Fax: 959-252-0219
Email: harrah@tntfireworks.com

MULTI-YEAR PROPERTY PERMISSION FORM

TO WHOM IT MAY CONCERN:

Permission is hereby granted to Mendota H.S. Boys Basketball and TNT Fireworks for the exclusive right to use the property at 569 Oller St in the City/County of Mendota for their annual fireworks stand.

It is understood that this sale will be conducted in accordance with all City, County and State regulations. It is further understood that this permission is subject to immediate cancellation with the sale, lease or construction of the property.

This permission is good for the following years. (Indicate YES or NO for ALL years.):

2019	<input checked="" type="radio"/> Yes	<input type="radio"/> No
2020	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2021	<input type="radio"/> Yes	<input checked="" type="radio"/> No
2022	<input type="radio"/> Yes	<input checked="" type="radio"/> No

The following must be completed by PROPERTY OWNER OR P/O AGENT:

Signature: Bill Estawislak Date: 5/6/19
 Print Name: BILL ESTAWISLAK
 Address: 18032-C Lemon Dr.
SUITE 407 YORBA LINDA CA. 92886
 Phone #: (714) 420-3871
 Loc. #



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/1/2019

11/1/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 3280 Peachtree Road NE, Suite #250 Atlanta GA 30305 (404) 460-3600	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Everest Indemnity Insurance Company		10851
INSURER B : Maxum Indemnity Company		26743
INSURER C : Berkshire Hathaway Homestate Ins Co		20044
INSURER D : _____		
INSURER E : _____		
INSURER F : _____		

INSURED
 1359665 American Promotional Events, Inc.
 DBA TNT Fireworks, Inc.
 555 North Gilbert Avenue
 Fullerton CA 92833
 XXX9018

COVERAGES **CERTIFICATE NUMBER:** 12275688 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____	Y	N	S18GL00242-181	11/1/2018	11/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	N	EXC6023470-06	11/1/2018	11/1/2019	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	AMWC924516	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured: Property located at 569 Oller St. (APN 013-133-09) in Mendota, CA (XXX9018) Go Green Enterprises, Inc. / City of Mendota Certificate holder is an additional insured on the General Liability as required by written contract subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

12275688
 Mendota High School Boys Basketball
 City of Mendota
 643 Quince
 Mendota CA 93640

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[Signature]
 © 1988-2015 ACORD CORPORATION. All rights reserved.



XXX9018

Complete and return all copies to the Office of State Fire Marshal with the required fee of \$50.00 made payable to "CAL FIRE". **Applications must be received prior to June 15th of the current year.**

Office of State Fire Marshal
 2251 Harvard Street, Suite 400
 Sacramento, CA 95815
 (916) 568-2943

LICENSEE INFORMATION

Name (First, Last): MENDOTA HIGH SCHOOL BOY'S BASKETBALL	Phone Number: (559) 252 - 5391
Mailing Address (Street Address, City, CA, Zip): 2945 S. Elm Ave., Fresno, CA 93706	
Local Contact Person and Phone Number (if different from Licensee above): Harlan Horvath	

STAND INFORMATION

Physical Address (Street Address, City, CA, Zip): 569 OLLER ST., MENDOTA, CA, 93640
County of Stand Location: FRESNO COUNTY

WHOLESALE FIREWORK VENDOR INFORMATION

Business Name: TNT Fireworks	License No.: W-1081
Contact Name: Louis Linney	Phone Number: (559) 252 - 5391

FIRE AUTHORITY HAVING JURISDICTION

Fire Department: CALFIRE
Physical Address (Street Address, City, CA, Zip): 210 S. ACADEMY AVE. SANGER, CA 93657



<i>Von Costa</i>	<i>4-15-19</i>	<i>Harlan Horvath</i>	<i>4-12-19</i>
Signature of Fire Authority Having Jurisdiction	Date	Signature of Retail Booth Applicant	Date
<i>Cal Fire</i>			

-NOTICE-

COPY OF THIS NOTICE MUST BE POSTED AT STAND WITH A COPY OF THE LOCAL PERMIT

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28th to NOON, July 6th, of the year indicated. **NOTE:** Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.



DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid June 28, 2019 through July 6, 2019



ACCOUNT NUMBER

233846016 - 00001

MENDOTA H.S. BOYS BASKETBALL
MARIO PLASCENTIA
569 OLLER ST
MENDOTA CA 93640-2360

Office of Control:
Fresno Office

NOTICE TO PERMITTEE:
You are required to obey all Federal and State laws that regulate or control your business. This permit does not allow you to do otherwise.

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.

AMERICAN PROMOTIONAL EVENTS, INC.

CITY Mendota
SIZE 24
ADDRESS 569 OLLER
INTERSECTION NEC OLLER & 6TH
SPECIAL INSTRUCTIONS SET STAN 10 FEET FROM SIGN, FACING OLLER

APN #
ORGANIZATION MHS BOYS BASKETBALL
GROUP CONTACT
PH #
SALES ASSOCIATE
LOCATION # XXX9018



* CITY of MENDOTA *

643 Quince St. Mendota, CA. 93640

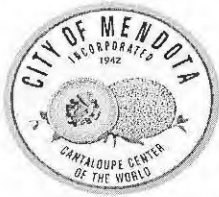
May 29, 2019 Receipt #.: 14925
Wednesday 1:16 pm Register #: 003
By: Grecia Terminal ID: T98

MISC

MISCELLANEOUS 50.00
Cmt: FIREWORKS STAND MHS BASKETBALL
MARIO PLACENCIA
01 4000 4650

Total 50.00

Check #
Check Amt...: .00
Cash.....: 100.00
Amt Tendered: 100.00
Total Paid...: 50.00
Change.....: 50.00
Paid By.:



City of Mendota
 643 Quince Street Mendota, CA 93640
 Ph. (559)655-3291 Fax (559)655-4064

Permit Application to Sell Fireworks

Prerequisites to Issuance of Permit

The following qualifications must be met by each applicant for a permit under this chapter:

A. No permit shall be issued to any person, firm or corporation except nonprofit associations or corporation organized primarily for civic betterment or youth activities;

B. Each organization must maintain a bona fide membership of at least twenty-five (25) members, and must have been organized and established for a minimum of one year continuously preceding the filing of the application for the license;

C. No organization may receive more than one permit for sale during any one calendar year.

Organization's Name: Westside Youth Inc Phone# (559)655-4808

Address: 1709 7th Street

Representative's Name: Dino Perez Phone # (559) 970-7840

Address: 1709 7th Street

Dates of Operation: June 27th - July 4th 2019

Location of stand: 697 Derrick Ave

Assessor Parcel Number: _____

Property owner signature: [Signature] Date: 05-31-19
 (Property owner authorizes the organization named above to use the property for the sale of fireworks.)

The applicant agrees to comply strictly with the terms of any permit granted to it and furnish additional information upon request of the city manager.

Each applicant shall file with the city a cash deposit made payable to the city in the amount of fifty dollars (\$50.00) to assure compliance with the provisions of this chapter.

Applicant's Signature: [Signature] Date: 5/31/19

Date Received: 5/31/19 For Office Use Only

Required documents attached:	Yes	No
Completed Permit Application	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Property owner written permission	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Certificate of Liability Insurance	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Approval of State Fire Marshall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deposit paid	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seller's Permit	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Received by: [Signature] Date: 5/31/19



Index 5942
 PCA 59420
 Source Code 125700-06

**OFFICE OF THE STATE FIRE MARSHAL
 RETAIL FIREWORKS LICENSE APPLICATION**
 (Print or Type)

Complete and return all copies to the office nearest stand location with the required fee of \$50.00.
APPLICATIONS MUST BE RECEIVED PRIOR TO JUNE 15 OF THE CURRENT YEAR.

1131 S Street
 Sacramento, CA 95811
 (916) 445-8373

RETAIL FIREWORKS LICENSE

Licensee Westside Youth Inc
 Stand Location 697 Derrick Ave
 City, State & Zip Mendota CA
 County Fresno

LOCAL CONTACT PERSON

Name Ryne Conder
 Phone 559 459 0610

**-Notice-
 COPY OF THIS NOTICE MUST BE POSTED AT STAND
 WITH A COPY OF THE LOCAL PERMIT**

A validated license has been issued to this organization shown above for the sale of Safe and Sane fireworks at the location indicated. After a permit has been issued by the authority having jurisdiction this license allows the sale of only classified "Safe and Sane" fireworks at the approved location from NOON, JUNE 28 to NOON, JULY 6, of the year indicated. NOTE: Retail licensees are required to be at least 21 years of age, employees of fireworks stands must be at least 18 and fireworks may not be sold to anyone under the age of 16.

MAILING ADDRESS OF LICENSEE

Name Westside Youth Inc
 Address 2777 E Malaga
 City, State & Zip Fresno CA 93725



Ryne Conder
 Signature of Applicant

FIRE AUTHORITY HAVING JURISDICTION

Fire Dept. Fresno Co Fire Dept
 Address 210 S. Academy
 City, State & Zip Sanger CA 93657

Signature of Applicant
 Date 7-26-19

DATE: 2019 SALESMAN: Brandy Weaver CITY: MENDOTA

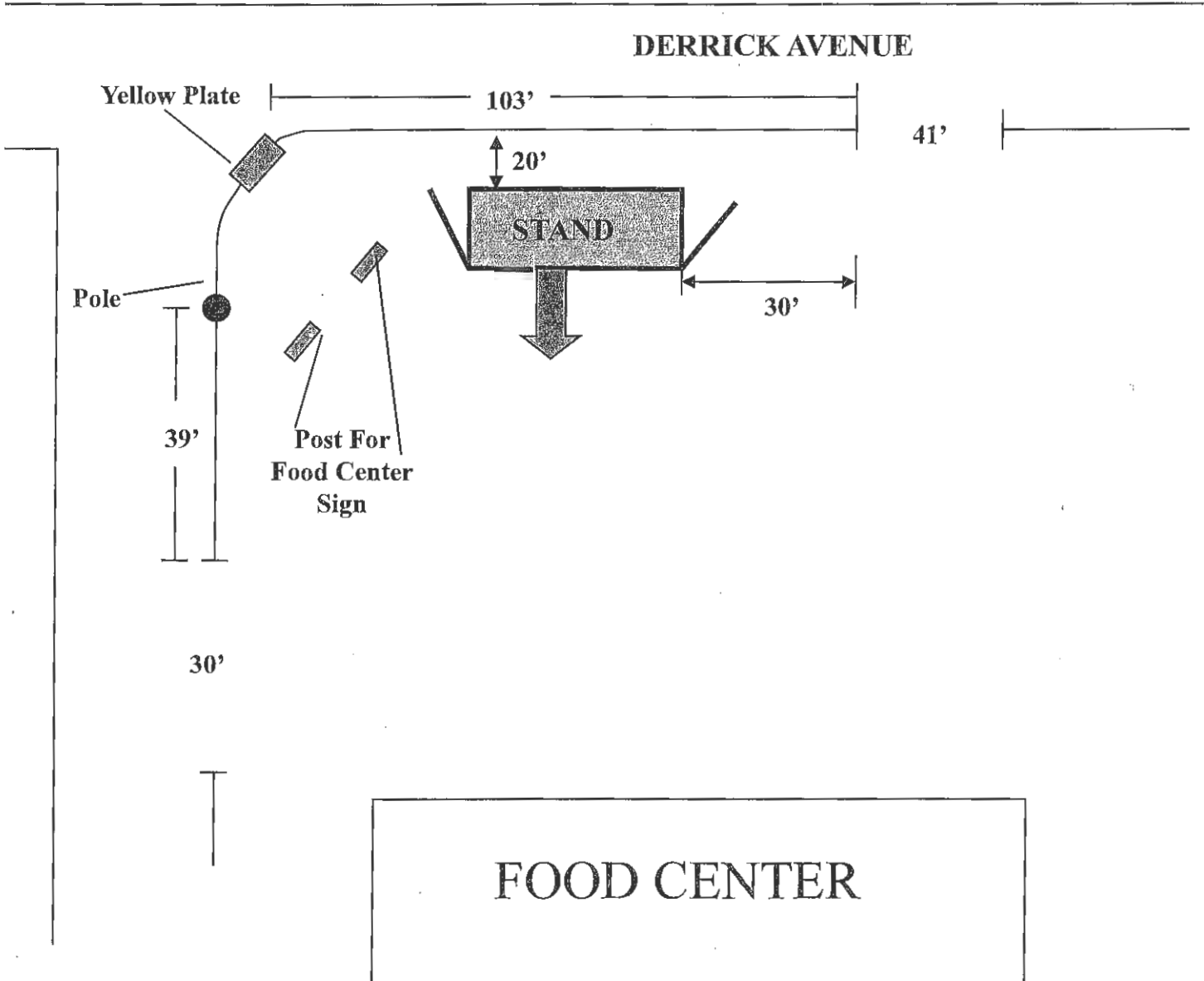
ACCT #: 604017 ORGANIZATION: WESTSIDE YOUTH INC.

CHAIRMAN: Dino Perez PHONE: Home (559) 970-7840 (559) 655-4808

STAND SIZE: 24' STAND UP DATE: 6/22 STAND DOWN DATE: 7/10 NOON

ADDRESS / INTERSECTION: 697 DERRICK AVENUE FIRE: Fresno County

SPECIAL INSTRUCTIONS: STAND FACES DERRICK AVENUE, 30 FEET FROM ENTRANCE AND 20 FEET BACK





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C, No, Ext): 216-658-7100 E-MAIL ADDRESS: info@brittongallagher.com		FAX (A/C, No): 216-658-7101
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Phantom Fireworks Western Region, LLC 2445 Belmont Avenue Youngstown OH 44505	INSURER A: Everest Indemnity Insurance Co.		10851
	INSURER B: Maxum Indemnity Company		26743
	INSURER C: Axis Surplus Ins Company		26620
	INSURER D: Arch Insurance Co		
	INSURER E: Everest National Insurance Company		10120
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 1821753599** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Non-Owned Stand <input type="checkbox"/> End't Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG			SI8GL00643-181	10/30/2018	10/30/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00095-181	10/30/2018	10/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC6025343-5	10/30/2018	10/30/2019	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C D	Excess Liability #2 Excess Liability #3			P-001-000046155-01 UXP0057739-04	10/30/2018 10/30/2018	10/30/2019 10/30/2019	Each Occ/ Aggregate \$5,000,000 Each Occ/ Aggregate \$10,000,000 Total Limits \$20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Products Liability extends only to the products purchased from Phantom Fireworks Western Region, LLC. The Certificate Holders are named as Additional Insureds with respect to General Liability as required by written contract subject to policy terms, conditions and exclusions.
Location: 697 Derrick Ave., Mendota, CA 93640
Property Owner: Mendota Food Center (Ahmed Saleem)
Additional Insured: Mendota Fire Dept., city and it's officials. Volunteers when acting in full capacity.
Municipality: City of Mendota/County of Fresno

CERTIFICATE HOLDER Westside Youth c/o Dino Perez-chairman 1709 7th st. Mendota CA 93640	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

04/26/2019 11:43 15596939343

RECEIVED 04/26/2019 11:01 15596939343

04/26/2019 10:19 2094915168

LOS AMIGOS IN SAN JO
LOS AMIGOS IN SAN JO
PHANTM FIREWORKS

PAGE 01

PAGE 01/01

TO: CITY CLERK
LOCAL FIRE AGENCY
AND / OR OTHER INTERESTED PARTIES

PROPERTY PERMISSION USE

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, OWNER AND / OR CONTROLLING PARTY, OF THE PROPERTY LISTED BELOW HEREBY GRANTS PERMISSION TO:

Westside Youth

AND PHANTOM FIREWORKS WESTERN REGION, LLC., THE USE OF THE PROPERTY LOCATED AT:

897 Derrick Avenue

APN: 013-244-16

CITY OF: Mendota

COUNTY OF: Fresno

FOR THEIR 2019 FIREWORKS SEASON.

THE ORGANIZATION AND / OR PHANTOM FIREWORKS WESTERN REGION, LLC., AGREE TO SEE THAT THE PROPERTY LISTED ABOVE WILL BE CLEARED OF ALL STANDS AND REFUSE BY JULY 8TH.

Adam Muthana
NAME - PLEASE PRINT
(PROPERTY OWNER/CONTROLLER OF PROPERTY)

Adam Muthana
SIGNATURE

DATED: 04-26-19

AT Mendota CA

PROPERTY OWNER: PLEASE INDICATE BELOW THE NAME OF THE ADDITIONAL INSURED AND HOW YOU WISH YOUR CERTIFICATE OF INSURANCE TO READ.

ADDITIONAL

INSURED: Mendota Food Center / Saleem Ahmed / Taha Muthana / Adam Muthana

CERTIFICATE OF INSURANCE TO BE MAILED TO: Adam Muthana
897 Derrick Avenue
Mendota, CA 93640-2208

PHONE: 559-655-4391

CERTIFICATE OF INSURANCE WILL BE MAILED PRIOR TO ERECTING OF STANDS AND THE SALE OF ANY MERCHANDISE.

PHANTOM FIREWORKS WESTERN REGION, LLC
2777 E MALAGA AVE
FRESNO CA 93726
PHONE: (559) 459-0810
FAX: (559) 459-0915

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

TEMPORARY SELLER'S PERMIT

Valid June 28, 2019 through July 6, 2019



Office of Control:
Fresno Office

*NOTICE TO PERMITTEE:
You are required to obey all
Federal and State laws that
regulate or control your
business. This permit does
not allow you to do
otherwise.*

ACCOUNT NUMBER

215682304 - 00001

WESTSIDE YOUTH INC.
697 DERRICK AVE
MENDOTA CA 93640-2203

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION. THIS PERMIT IS VALID FOR THE PERIODS SHOWN AND IS NOT TRANSFERABLE.

**For general tax questions, please call our Customer Service Center at 1-800-400-7115 (TTY:711).
For information on your rights, contact the Taxpayers' Rights Advocate Office at 1-888-324-2798 or 1-916-324-2798.**

CDTFA-442-ST REV. 7 (5-18)

A MESSAGE TO OUR NEW PERMIT HOLDER

As a seller, you have rights and responsibilities under the Sales and Use Tax Law. In order to assist you in your endeavor and to better understand the law, we offer the following sources of help:

- Visiting our website at www.cdtfa.ca.gov
- Visiting an office
- Attending a Basic Sales and Use Tax Law class offered at one of our offices
- Sending your questions in writing to any one of our offices
- Calling our toll-free Customer Service Center at 1-800-400-7115 (TTY:711)

As a seller, you have the right to issue resale certificates for merchandise that you intend to resell. You also have the responsibility of not misusing resale certificates. While the sales tax is imposed upon the retailer,

- You have the right to seek reimbursement of the tax from your customer
- You are responsible for filing and paying your sales and use tax returns timely
- You have the right to be treated in a fair and equitable manner by the employees of the California Department of Tax and Fee Administration (CDTFA)
- You are responsible for following the regulations set forth by the CDTFA

As a seller, you are expected to maintain the normal books and records of a prudent businessperson. You are required to maintain these books and records for no less than four years, and make them available for inspection by a CDTFA representative when requested. You are also expected to notify us if you are buying, selling, adding a location, or discontinuing your business, adding or dropping a partner, officer, or member, or when you are moving any or all of your business locations. If it becomes necessary to surrender this permit, you should only do so by mailing it to a CDTFA office, or giving it to a CDTFA representative.

If you would like to know more about your rights as a taxpayer, or if you are unable to resolve an issue with CDTFA, please contact the Taxpayers' Rights Advocate Office for help by calling toll-free, 1-888-324-2798 or 1-916-324-2798. Their fax number is 1-916-323-3319.

Please post this permit at the address for which it was issued and at a location visible to your customers.

California Department of Tax and Fee Administration

Business Tax and Fee Division

* CITY of MENDOTA *

643 Quince St. Mendota, CA. 93640

May 31, 2019 Receipt N.: 27420
Friday 12:26 pm Register #: 004
By: MARYLU Terminal ID: T99

MISC

MISCELLANEOUS 50.00
Cmt: FIREWORK STAND
APPLICATION-WESTSIDE YOUTH 697 DEF
01 4000 4650
Total 50.00

Check #
Check Amt...: .00
Cash.....: 50.00
Amt Tendered: 50.00
Total Paid..: 50.00
Change.....: .00
Paid By.:

AGENDA ITEM

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CRISTIAN GONZALEZ, CITY MANAGER

SUBJECT: PROPOSED AMENDMENTS TO THE MENDOTA MUNICIPAL CODE
REGARDING COMMERCIAL CANNABIS BUSINESSES

DATE: JUNE 11, 2019

BACKGROUND:

Title 8, Chapter 8.36 of the Mendota Municipal Code (MMC) sets forth the City's existing cannabis regulations. It establishes regulations for personal use and cultivation and prohibits dispensaries within the City.

Last year, the City amended Title 17 of the MMC by adding Chapter 17.99, which created a commercial cannabis overlay district and permitted indoor cannabis cultivation, cannabis manufacturing, cannabis testing, and cannabis distribution within the overlay district, subject to a conditional use permit (CUP). The amendments expressly prohibited outdoor cannabis cultivation and cannabis dispensaries.

On January 16, 2019 the Office of Administrative Law officially approved state regulations developed by the Bureau of Cannabis Control (Bureau) for cannabis business across the supply chain (Regulations). Among other things, the Regulations, at 16 C.C.R. § 5416(d) state that "a [cannabis] delivery employee may deliver to *any jurisdiction* within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division." Previously, state law had permitted local jurisdictions to prohibit deliveries within its jurisdiction.

As a result of this change, the City's ban on dispensaries, which includes cannabis delivery businesses, no longer achieves its intended public health and safety benefits in that it will not prevent delivery businesses located in other jurisdictions from consummating cannabis deliveries in the City. Consequently, in light of the potential tax revenue associated with potential deliveries to consumers located in the City, and the fact state law preempts the City's ability to prohibit deliveries to consumers in the City, the City now desires to permit a limited number of cannabis dispensaries and to impose appropriate regulations on their establishment and operation.

DISCUSSION:

The proposed amendments make the following changes to the MMC:

- Amends Chapter 8.36 to regulate personal cannabis use and cultivation only, and to eliminate the ban on dispensaries. The amendments to Chapter 8.36 also replace all references to “marijuana” with the word “cannabis”
- Adds Chapter 8.37 to establish regulations for the establishment and operation of commercial cannabis businesses, including:
 - Permits commercial cannabis operations only if the business (1) has applied for and entered into a development agreement with the City, (2) has a valid commercial cannabis business permit from the City, (3) has a valid state license for the cannabis activity, (4) has a valid CUP, (5) is in compliance with all applicable state and local laws, and (6) has a Cannabis Business License Tax certificate
 - Establishes a procedure for potential cannabis business to apply for a development agreement for commercial cannabis operations
 - Requires the applicant to submit a detailed proposal to the City setting forth its intended operations and how those operations will comply with the MMC
 - Requires that development agreements include a provision requiring payment of a public safety impact mitigation fee
 - Establishes that businesses operating pursuant to a development agreement shall be subject to any applicable taxes approved by the voters
 - Requires that applications be blind scored by an independent five-member committee
 - Establishes detailed location, design, operation, and security requirements for commercial cannabis businesses generally, and for specific types of business, and permits the City Manager to develop additional regulations
 - Limits the number of cannabis retail businesses (i.e., dispensaries) to one for every 15,000 residents in the City
 - Requires commercial cannabis businesses to develop a community relations plan that will address, among other things, public outreach and education related to risks of cannabis use
 - Requires commercial cannabis businesses to maintain financial and compliance records, and permits the City to inspect such records upon request

- Requires, as a condition of operation, that all commercial cannabis business pay all fees, charges, and/or taxes
- Requires commercial cannabis businesses to execute an indemnification agreement with the City that (1) indemnifies the City for claims arising from its authorization of the businesses, (2) requires the businesses to maintain insurance, and (3) requires the business to reimburse the City for all costs and expenses incurred as a result of any legal challenge related to the City’s approval of the commercial cannabis business permit
- Declares that violations of the Chapter are deemed public nuisances, and establishes penalties for violations

Notably, the Ordinance does not contain operating requirements for cannabis manufacturing businesses, which will be established at a later date.

FISCAL IMPACT:

The City will likely incur additional costs to the extent these amendments prompt additional regulatory oversight. However, any increased costs will largely be offset by increased revenue from cost recovery requirements, permit fees, business license fees, and development agreement provisions.

RECOMMENDATION:

Staff recommends that the Mayor perform the public hearing, that the Council conduct the second reading, and that the Council adopt Ordinance No. 19-06.

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
THE MENDOTA MUNICIPAL CODE TO
ELIMINATE THE BAN ON CANNABIS
DISPENSARIES AND TO ESTABLISH
REGULATIONS FOR COMMERCIAL
CANNABIS BUSINESSES**

ORDINANCE NO. 19-06

WHEREAS, pursuant to the authority granted the City of Mendota (City) by Article XI, Section 7 of the California Constitution, the City has the police power to adopt regulations designed to promote the public health, the public morals, or public safety;

WHEREAS, comprehensive zoning regulations and regulations upon the use of land and property lie within the City's police power;

WHEREAS, in 1996, the voters of the State of California adopted the Compassionate Use Act of 1996 (CUA), the intent being to enable persons who are in need of cannabis for medical purposes to be able to obtain and use it without fear of state criminal prosecution under limited, specified circumstances;

WHEREAS, in 2003, Senate Bill 420, titled the "Medical Marijuana Program Act" (MMPA), was enacted to clarify the scope of the CUA and to promulgate rules by which counties and cities can adopt and enforce regulations consistent with its provisions;

WHEREAS, in 2011, Assembly Bill 2650 was enacted, affirming that counties and cities can under state law adopt ordinances that control and restrict the location and establishment of a medical cannabis cooperative, collective, dispensary, operator, establishment, or provider;

WHEREAS, in late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243, and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (MMRSA), which provides a statewide program for the licensing and regulation of commercial medical cannabis activity, specifically, the operation of medical cannabis dispensaries and the delivery and cultivation of medical cannabis;

WHEREAS, in November 2016, the voters of the State of California adopted the Adult Use of Marijuana Act (AUMA), the intent being to establish a comprehensive system to legalize, control, and regulate the cultivation, processing, manufacturing, distribution, testing, and sale of nonmedical cannabis, including cannabis products, for use by adults 21 years and older, and to tax the commercial growth and retail sale of cannabis;

WHEREAS, in June of 2017, the Governor approved the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), which established a uniform licensing regime for both medical and adult-use cannabis, thereby supplanting the MMRSA and adjusting various provisions of the AUMA;

WHEREAS, on January 16, 2019 the Office of Administrative Law officially approved state regulations developed by the Bureau of Cannabis Control (Bureau) for cannabis businesses across the supply chain (Regulations);

WHEREAS, the Regulations at 16 C.C.R. § 5416, subd. (d) expressly provide that “a [cannabis] delivery employee may deliver to **any jurisdiction** within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division”;

WHEREAS, in 2012, as amended in 2016 and 2017, the City adopted Chapter 8.36 of the Mendota Municipal Code pertaining to recreational and medical cannabis activities (Cannabis Ordinance), which bans commercial cannabis cultivation, commercial deliveries of cannabis, and cannabis dispensaries in the City based upon various health, safety and welfare and land use findings relating to cannabis cultivation, dispensing, and consumption, which findings are incorporated herein by reference; and

WHEREAS, the City desires to amend its cannabis regulations to implement the provisions of the MAUCRSA to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), as well as provide access to adult use cannabis, while imposing sensible regulations on the use of land to protect the city's residents, neighborhoods, and businesses from disproportionately negative impacts.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MENDOTA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Section 3 amends Title 8, Chapter 8.36 of the Mendota Municipal Code to regulate personal cannabis use and cultivation only, and to eliminate the ban on dispensaries. Section 4 adds Title 8, Chapter 8.37 to the Mendota Municipal Code to establish regulations applicable to commercial cannabis businesses.

SECTION 3. Title 8, Chapter 8.36 of the Mendota Municipal Code is hereby amended as follows:

Chapter 8.36 – ~~MEDICAL MARIJUANA~~ PERSONAL CANNABIS USE AND CULTIVATION

8.36.010 – Purpose and intent

It is the purpose and intent of this Chapter 8.36, pursuant to Section 25123(d) of the Government Code to regulate the cultivation, processing, extraction, manufacturing, testing, distribution, transportation, sale, and consumption of ~~cannabis~~marijuana to preserve the public peace, health, safety and general welfare of the citizens of the city of Mendota. ~~It is also the purpose and intent of this Chapter 8.36 to continue in effect the city of Mendota's prohibition of marijuana dispensaries and limitations on the places where marijuana may be consumed.~~

(Ord. No. 17-05, § 1, 4-25-2017)

8.36.020 – Relationship with other laws

This chapter is not intended to, nor shall it be construed or given effect in a manner that causes it to apply to, any activity that is regulated by federal or state law to the extent that application of this chapter would conflict with such law or would unduly interfere with the achievement of federal or state regulatory purposes. It is the intention of the city council that this chapter shall be interpreted to be compatible and consistent with federal and state enactments and in furtherance of the purposes which those enactments express. It is the intention that the provisions of this chapter will supersede any other provisions of this Mendota Municipal Code found to be in conflict.

(Ord. No. 17-05, § 1, 4-25-2017)

8.36.030 –Definitions

Notwithstanding any other provision in the Mendota Municipal Code, for purposes of this Chapter 8.36, the following terms shall have the following meanings:

"Act" means the Adult Use of Marijuana Act ("AUMA") or Proposition 64, and any amendments thereto. The terms "Act," "Adult Use of Marijuana Act," "AUMA," and "Proposition 64" may be used interchangeably, but shall have the same meaning.

"Cannabis" or "marijuana" shall have the meaning set forth in California Business and Professions Code Section 19300.5(f). "Cannabis" and "marijuana" may be used interchangeably, but shall have the same meaning.

"Collective or cooperative cultivation" means the association within California of qualified patients, persons with valid identification cards, and the designated primary caregivers of patients and persons with identification cards to cultivate medical marijuana.

"Commercial ~~cannabis~~marijuana operation" means any commercial cannabis activity as set forth in California Business and Professions Code Section 19300.5(k) and allowed under the Act, and all uses permitted under any subsequently enacted state law pertaining to the same or similar uses for recreational cannabis.

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

~~"Delivery" means the commercial transfer of medical marijuana from a dispensary to a qualified patient, primary caregiver or person with an identification card, as defined in Section 11362.7 of the California Health and Safety Code, through any means of transport or delivery service. The term "delivery" also includes the use by a medical marijuana dispensary, as defined herein, of any technology platform that enables qualified patients or primary caregivers to arrange for or facilitate the transfer of medical marijuana by a dispensary.~~

~~"Marijuana dispensary" or "dispensary" means any facility or location, whether fixed or mobile, where marijuana is offered, provided, sold, made available or otherwise distributed to more than two persons.~~

~~"Medical marijuana" or "medical cannabis" means "medical cannabis" as defined in Section 19300.5, subdivision (af) of the California Business and Professions Code.~~

~~"Person" means any individual, partnership of any kind, corporation, limited liability company, association, joint venture, or other organization or entity, however formed.~~

~~"Recreational cannabismarijuana" or "recreational cannabismarijuana use" means all uses of cannabis not included within the definition of "medical marijuana use."~~

(Ord. No. 17-05, § 1, 4-25-2017)

8.36.040 – Regulations applicable to the consumption of marijuana

No person shall smoke, ingest, or otherwise consume either recreational or medical cannabismarijuana in the city of Mendota unless such smoking, ingesting or consumption occurs entirely within that person's principal place of residence or on the premises of that person's principal place of residence but out of public view. "Out of public view" shall mean out of view from public rights-of-way where members of the public are lawfully entitled to be. The phrase "inside a private residence" shall mean inside habitable areas and shall include garages, whether attached or detached, and other accessory buildings.

Medical cannabismarijuana may also be consumed within a clinic, health care facility, residential care facility, or residential hospice licensed pursuant to applicable provisions of the California Health and Safety Code.

All consumption shall be done in a manner so as to not cause a nuisance to nearby residents with noxious odors or other adverse health and safety impacts.

(Ord. No. 17-05, § 1, 4-25-2017)

8.36.050 – Cultivation of cannabismarijuana

- A. Personal Use Cultivation. An individual person shall be allowed to cultivate medical or recreational cannabismarijuana to the extent permitted by applicable state law, within his or her private residence, in an attached garage, or in an accessory building if the property is detached single-family

residential. Cultivation for personal use shall be subject to the following requirements:

1. Area. The cannabismarijuana cultivation area shall not exceed thirty-two (32) square feet measured by the canopy and not exceed ten (10) feet in height per residence. This limit applies regardless of the number of qualified patients or persons residing in the residence. The cultivation area shall be a single designated area.
2. Lighting. CannabisMarijuana cultivation lighting shall not exceed a total of one thousand two hundred (1,200) watts.
3. Building Code Requirements. Any alterations or additions to the residence, including garages and accessory buildings, shall be subject to applicable building and fire codes, including plumbing and electrical, and all applicable zoning codes, including lot coverage, setback, height requirements, and parking requirements.
4. Gas Products. The use of gas products (CO2, butane, etc.) for cannabismarijuana cultivation or processing is prohibited.
5. Evidence of Cultivation. From a public right-of-way or other public space there shall be no exterior evidence of cannabismarijuana cultivation occurring on the site.
6. Residence. The person shall reside in the residence where the cannabismarijuana cultivation occurs.
7. Cultivation Elsewhere in City. The person shall not participate in cannabismarijuana cultivation in any other location within the city of Mendota.
8. Incidental use. The residence shall maintain kitchen, bathrooms, and primary bedrooms for their intended use and not be used primarily for marijuana cultivation.
9. Ventilation. The cannabismarijuana cultivation area shall include a ventilation and filtration system designed to ensure that odors from the cultivation are not detectable beyond the residence, or property line for detached single-family residential, and designed to prevent mold and moisture and otherwise protect the health and safety of persons residing in the residence and cultivating the cannabismarijuana. This shall include, at a minimum, a system meeting the requirements of the current, adopted edition of the California Building Code Section 1203.4, Natural Ventilation, or 402.3, Mechanical Ventilation (or its equivalent(s)).
10. Storage of Chemicals. Any chemicals used for cannabismarijuana cultivation shall be stored outside of the habitable areas of the residence

and outside of public view from neighboring properties and public rights-of-way.

11. Nuisance. The ~~cannabis~~marijuana cultivation area shall: not adversely affect the health or safety of the nearby residents by creating dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration, or other impacts; and not be hazardous due to the use or storage of materials, processes, products or wastes, or from other actions related to the cultivation.
12. Property Owner Authorization. For rental property, the lessee shall obtain written authorization from the property owner or property management company to cultivate cannabis~~marijuana~~.
13. Notification. The owner and any lessee of the residence upon which cultivation will occur shall inform the police department of the intent to cultivate cannabis~~marijuana~~ and pick up a handout setting forth the owner and lessee responsibilities under this section. This notification shall be provided prior to the commencement of the cultivation except that, for existing cultivation, the information shall be provided within ten (10) days of the effective date of this chapter. The police department may direct the owner and lessee to the department of planning and development services for more information about building code and permit requirements that may be applicable if alterations or additions to the residence are contemplated. The police department and department of planning and development services shall keep patient information confidential to the extent required by law.
14. Additional Requirements for Garages and Accessory Buildings. The following additional requirements shall apply for personal use cultivation that occurs in a garage or accessory building: the garage or accessory building shall be secure, locked, and fully enclosed, with a ceiling, roof or top, and entirely opaque. The garage or building shall include a burglar alarm monitored by an alarm company or private security company. The garage or building, including all walls, doors, and the roof, shall be constructed with a firewall assembly of green board meeting the minimum building code requirements for residential structures and include material strong enough to prevent entry except through an open door.

~~B. Collective or Cooperative Cultivation. Except as provided in Chapter 17.99, the collective or cooperative cultivation of marijuana shall be prohibited in the city.~~

(Ord. No. 17-05, § 1, 4-25-2017; Ord. No. 17-13, § 4, 9-12-2017) ~~8.36.060 – Marijuana dispensaries.~~

- A. ~~Commercial Marijuana Operations. Except as provided in Chapter 17.99, commercial marijuana operations as defined in Section 8.36.030 are prohibited within the city.~~
- B. ~~Dispensaries. Marijuana dispensaries as defined in Section 8.36.030 are prohibited within the city.~~
- C. ~~Exceptions. The following facilities providing medical marijuana to qualified patients are not subject to the dispensary ban so long as they comply with this section, the Mendota Municipal Code, Health and Safety Code Sections 11362.5 and 11362.7 et seq. and all other applicable laws, and hold a current and valid state license duly issued in accordance with the applicable California law:~~
- ~~1. A clinic, as defined in Section 1200 of the Health and Safety Code;~~
 - ~~2. A health care facility, as defined in Section 1250 of the Health and Safety Code;~~
 - ~~3. A residential care facility for persons with chronic life-threatening illness, as defined in Section 1568.01 of the Health and Safety Code;~~
 - ~~4. A residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code;~~
 - ~~5. A home health agency, as defined in Section 1727 of the Health and Safety Code, or a hospice that operates in accordance with Section 1726 of the Health and Safety Code; and~~
 - ~~6. A pharmacy, as defined in Section 4037 of the Business and Professions Code.~~
- D. ~~Deliveries. The delivery of marijuana as defined in Section 8.36.030 is prohibited in the city regardless of whether the delivery is initiated within or outside of the city, and regardless of whether a technology platform is used for delivery by the dispensary.~~

(Ord. No. 17-05, § 1, 4-25-2017; Ord. No. 17-13, § 5, 9-12-2017)

8.36.0760 – Violation and enforcement

Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by Title 1, Chapter 1.20 of this code. Additionally, as a nuisance per se, any violation of this chapter shall be subject to injunctive relief, payment to the city any and all monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, civil penalties as set by the city council by resolution and any other relief or remedy available at law or equity. The city may also pursue any and all remedies and actions available and applicable under local and state laws for any violations of this chapter. The Mendota Police Department, with administrative assistance from the city manager's office, shall have primary responsibility for enforcement of the provisions of this chapter; however, nothing herein shall limit the ability of the city's designated code enforcement officer to enforce the provisions of this chapter as may be necessary from time-to-time.

Should a court of competent jurisdiction subsequently determine that the criminal penalty provision renders this chapter unlawful, the city intends that such penalties be severable from the remaining penalty provisions and the city will only pursue non-criminal remedies for violations of this chapter.

Nothing in this chapter shall be construed as imposing on the enforcing officer or the city of Mendota any duty to issue any notice to abate, nor to abate, nor to take any other action with regard to any violation of this chapter, and neither the enforcing officer nor the city of Mendota shall be held liable for failure to issue an order to abate, nor for failure to abate, nor for failure to take any other action with regard to any violation of this chapter.

(Ord. No. 17-05, § 1, 4-25-2017)

8.36.0870 – Judicial review

Judicial review of a decision made under this chapter may be had by filing a petition for a writ of mandate with the superior court in accordance with the provisions of the Section 1094.5 of the California Code of Civil Procedure. Any such petition shall be filed within ninety (90) days after the day the decision becomes final as provided in Section 1094.6 of the California Code of Civil Procedure, which shall be applicable for such actions.

(Ord. No. 17-05, § 1, 4-25-2017)

8.36.0980 – Severability

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

(Ord. No. 17-05, § 1, 4-25-2017)

SECTION 4.Title 8, Chapter 8.37 is hereby added to the Mendota Municipal Code as set forth below:

Chapter 8.37 – COMMERCIAL CANNABIS BUSINESSES

8.37.010 – Purpose and Intent

It is the purpose and intent of this Chapter to implement the provisions of the Medicinal and Adult Use Cannabis Regulation and Safety Act ("MAUCRSA") to accommodate the needs of medically-ill persons in need of and provide access to cannabis for medicinal purposes as recommended by their health care provider(s), as well as provide access to adult use cannabis, while imposing sensible regulations on the use of land to protect the city's residents, neighborhoods, and businesses from disproportionately negative impacts. As such, it is the purpose and intent of this Chapter to regulate the cultivation, processing, manufacturing, testing, sale, delivery, distribution, and transportation of cannabis, cannabis products, medicinal cannabis, and medicinal cannabis products in a responsible manner to protect the health, safety, and welfare of the residents of the City and to enforce rules and regulations consistent with state law. The provisions of this Chapter are in addition to any other permits, licenses, and approvals which may be required to conduct business in the City, and are in addition to any permits, licenses, and approvals required under state, city, or other law.

8.37.020 – Definitions

When used in this Chapter, the following words shall have the meanings ascribed to them as set forth herein. Any reference to California statutes includes any regulations promulgated thereunder and is deemed to include any successor or amended version of the referenced statute or regulatory provision.

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

"Cannabis" means all parts of the Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. It also means the separated resin, whether crude or purified, obtained from cannabis. It includes

medicinal cannabis, intended to be sold for use pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code, by a medicinal cannabis patient in California who possesses a physician's recommendation. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, the sterilized seed of the plant which is incapable of germination, or "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Cannabis retail business" means a business where cannabis, cannabis products, or devices for the use of cannabis or cannabis products are offered, either individually or in any combination, for retail sale, including an establishment (whether fixed or mobile) that delivers, pursuant to express authorization, cannabis and cannabis products as part of a retail sale, and where the operator holds a valid commercial cannabis business permit from the city authorizing the operation of a retailer, and a valid state A-license or M-License as required by state law to operate a retailer.

"Canopy" means the designated area(s) at a licensed premise, except nurseries, that will contain mature plants at any point in time. (1) Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all areas(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries; (2) Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary which include, but are not limited to: interior walls, shelves, greenhouse walls, hoop house walls, garden benches, hedgerows, fencing, garden beds or garden plots; and if mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

"Caregiver" or "primary caregiver" has the same meaning as that term is defined in Section 11362.7 of the California Health and Safety Code.

"Chief of Police" means the Chief of Police of the City of Mendota, or his or her designee(s).

"City" means the City of Mendota.

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

"Code" means the Mendota Municipal Code.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis or cannabis products by an operator who has a license issued by the state.

"Commercial cannabis business" means any business or operation which engages in commercial cannabis activity.

"Commercial cannabis business permit" means a regulatory permit issued by the City pursuant to this Chapter to a commercial cannabis business, and is required before any commercial cannabis activity may be conducted in the City. The initial permit and annual renewal of a commercial cannabis business permit is made expressly contingent upon the business' ongoing compliance with all of the requirements of this Chapter and any regulations adopted by the City governing the commercial cannabis activity at issue.

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

"Cultivation site" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

"Cultivator" means a person holding a valid commercial cannabis business permit for cultivation issued by the City, and, a valid state license for cultivation.

"Customer" means a natural person 21 year of age or over or a natural person 18 year of age or older who possesses a physician's recommendation.

"Day care center" has the same meaning as in Section 1596.76 of the Health and Safety Code.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. It also includes the use by a retailer of any technology platform owned and controlled by the retailer. Delivery must be part of a store-front retailer.

"Dispensing" means any activity involving the retail sale of cannabis or cannabis products from a retailer.

"Distribution" means the procurement, sale, and transport of cannabis and cannabis products between licensees.

"Distributor" means a person holding a valid commercial cannabis business permit for distribution issued by the City, and, a valid state license for distribution, required by state law to engage in the business of purchasing cannabis from a licensed

cultivator, or cannabis products from a licensed manufacturer, for sale to a licensed retailer.

"Dried flower" means all dead cannabis that has been harvested, dried, cured, or otherwise processed, excluding leaves and stems.

"Greenhouse" means a fully enclosed permanent structure that is clad in transparent material with climate control, such as heating and ventilation capabilities and supplemental artificial lighting, and that uses a combination of natural and supplemental lighting for cultivation.

"Harvest batch" means a specifically identified quantity of dried flower or trim, leaves, and other cannabis plant matter that is uniform in strain, harvested at the same time, and, if applicable, cultivated using the same pesticides and other agricultural chemicals and harvested at the same time.

"Labeling" means any label or other written, printed, or graphic matter upon a cannabis product, upon its container.

"License" means a license issued by the state to engage in commercial cannabis activity, and includes both an A-license and an M-license, as well as a testing laboratory license.

"Licensee" means any person holding a state license, regardless of whether the license held is an A-license or an M-license, and includes the holder of a testing laboratory license.

"Limited-access area" means an area in which cannabis is stored or held and is only accessible to some licensee and authorized personnel.

"Live plants" means living cannabis flowers and plants, including seeds, immature plants, and vegetative stage plants.

"M-license" means a state license issued for commercial cannabis activity involving medicinal cannabis.

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

"Manufacturer" means a licensee with a valid commercial cannabis business permit that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or container.

"Microbusiness" means the cultivation of cannabis on an area less than 10,000 square feet, by an entity authorized to act as a licensed distributor, Level 1 manufacturer, and retailer under state law, provided such licensee can demonstrate compliance with all requirements imposed by state law on licensed cultivators, distributors, Level 1 manufacturers, and retailers to the extent the licensee engages in such activities. Microbusiness licenses that authorize cultivation of cannabis shall include the license conditions described in subdivision (b) of Section 26060.1 of the Business and Professions Code.

"Operation" means any act for which licensure is required under the provisions of state law or any commercial transfer of cannabis or cannabis products.

"Owner" means any of the following: (1) a person with an aggregate ownership interest of 20 percent or more in the person applying for a license or a licensee, unless the interest is solely a security, lien, or encumbrance; (2) the Manager of a nonprofit or other entity; (3) a member of the board of directors of a nonprofit; or (4) an individual who will be participating in the direction, control, or management of the person applying for a license or who has a financial interest in the business other than a fixed lease of real property.

"Patient" or "qualified patient" shall have the same definition as California Health and Safety Code Section 11362.7 et seq., as it may be amended, and which means a person who is entitled to the protections of California Health & Safety Code Section 11362.5.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Physician's recommendation" means a recommendation by a physician and surgeon that a patient use cannabis provided in accordance with the Compassionate Use Act of 1996 (Proposition 215), found at Section 11362.5 of the Health and Safety Code.

"Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or licensee where the commercial cannabis activity will be or is conducted. The premises shall be a contiguous area and shall only be occupied by one licensee unless the operator is granted an M-License and an A-License for the same type of activity and such operation is lawful under state and local laws, rules and regulations.

"Sell," "sale," and "to sell" include any transaction whereby, for any consideration, title to cannabis or cannabis products are transferred from one person to another, and includes the delivery of cannabis or cannabis products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not

include the return of cannabis or cannabis products by a licensee to the licensee from whom the cannabis or cannabis product was purchased.

"Testing laboratory" means a laboratory, facility, or entity with a commercial cannabis business permit that offers or performs tests of cannabis or cannabis products and that is both of the following: (1) accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state; (2) licensed by the Bureau.

"Transport" means the transfer of cannabis products from the permitted business location of one licensee to the permitted business location of another licensee, for the purposes of conducting commercial cannabis activity authorized by MAUCRSA which may be amended or repealed by any subsequent State of California legislation regarding the same.

"Youth center" means any public or private facility that is primarily used to host recreation or social activities for minors, including, but not limited to, private youth membership organizations or clubs, social service teenage club facilities, video arcades where 10 or more video games or game machines or devices are operated, and where minors are legally permitted to conduct business, or similar amusement park facilities. It shall also include a park, playground or recreational area specifically designed to be used by children which may have play equipment installed, including public grounds designed for athletic activities such as baseball, softball, soccer, or basketball or any similar facility located on a public or private school grounds, or on city, county or state parks. This definition shall not include any private martial arts, yoga, ballet, music or similar studio of this nature nor shall it include any private athletic training facility, pizza parlor, dentist office or doctor's office primarily serving children.

8.37.030 – Commercial Cannabis Operations Prohibited Except as Specifically Authorized by this Chapter

Except as specifically authorized in this Chapter, the commercial cultivation, manufacture, processing, storing, laboratory testing, labeling, sale, delivery, distribution or transportation (other than as provided under Bus. & Prof. Code section 26090(e)), of cannabis or cannabis products and medicinal cannabis or medicinal cannabis product is expressly prohibited in the City.

8.37.040 – Compliance with Laws

This Chapter is intended to implement state law. Every cannabis retail business and commercial cannabis business must comply with all applicable state and local laws.

8.37.050 – Permits Required to Engage in Commercial Cannabis Operations

It shall be unlawful for any person in or upon property located within the City to engage in, conduct or carry on (or to permit to be engaged in, conducted or carried on)

commercial cannabis operations unless the person: (1) has applied for and entered into a development agreement with the City; (2) has a valid commercial cannabis business permit from the City; (3) has a valid state license for the business's cannabis activity; (4) has a valid Conditional Use Permit; (5) is currently in compliance with all applicable state and local laws; (6) has a Cannabis Business License Tax certificate.

8.37.060– Development Agreement Required for Commercial Cannabis Businesses

- A. Prior to operating in the City and as a condition of issuance of a Conditional Use Permit for commercial cannabis operations, each commercial cannabis business shall enter into a development agreement pursuant to Government Code Section 65864 et seq. with the City setting forth the terms and conditions under which the commercial cannabis business will operate that are in addition to the requirements of this Chapter, including, but not limited to, public outreach and education, community service, payment of fees and other charges as set forth in subsection (C) of this section, and such other terms and conditions that will protect and promote the public health, safety, and welfare. Further procedures and minimum standards for a development agreement may be enacted by resolution of the City Council.
- B. The Planning Commission shall make a recommendation to the City Council on whether to approve a development agreement submitted to it by City staff. The City Council shall make a final decision on whether to approve a development agreement recommended to the City Council by the Planning Commission.
- C. Development agreements shall include a provision requiring the payment of a public safety impact mitigation fee based on a pro-rata share of projected annual enforcement costs for commercial cannabis businesses within the City.
- D. All cannabis businesses operating pursuant to a development agreement shall be subject to any applicable taxes approved by the voters.

8.37.070– Development Agreement Application

- A. Application Process
 - 1. Completed development agreement applications shall be submitted via US Mail or in person to City Hall, located at 643 Quince St, Mendota, CA 93640, with attention to the City Manager.
 - 2. Completed development agreement applications shall be submitted during the Development Agreement Application Submittal Period (the "Submittal Period"), which shall be established by resolution of the City Council. The City Council may by resolution establish one or more Submittal Periods, as necessary to implement the provisions of this Chapter.

3. Applicants are required to submit one unbound and two bound copies of the complete application, including all appendix and/or attachments. Applicants are also required to submit the complete application on either a USB thumb drive or CD.
4. Development agreement applications must be submitted in accordance with the requirements set forth in subdivision (B) herein, and with the required cost recovery deposit, which shall be established by resolution of the City Council.
5. The City Manager shall review development agreement applications for completeness within thirty (30) days after the end of the Submittal Period.
6. Within sixty (60) days after the end of the Submittal Period, development agreement applications shall be scored by an independent five-member Application Evaluation Committee, selected by the City Manager. The City shall employ blind scoring, whereby the identities of the owners will not be revealed, when the written proposals are scored by the Application Evaluation Committee in accordance with the criteria set forth in the Guidelines. No individual reviewing applications for completeness may participate in the selection of applicants by the Application Evaluation Committee.
7. The top two scoring development agreement applicants for all authorized license-types shall be placed on the Qualified Applicant List maintained by the City Manager. Upon conclusion of any appeal of the selections made by the Application Evaluation Committee, or the appeal period if no appeal is filed, the applicants on the Qualified Application List shall be notified that they are invited to submit an application for a Conditional Use Permit.
8. Applicants applying for more than one license type, or more than one location may not combine their application submittal package. A separate independent application must be submitted for each license type.

B. Application Format

1. Application shall be limited to 75 pages, including all responses, appendix, tables, etc. The page total does not include the applicant/owner information form or proof of payment, but does include the cover letter. Any submittal pages beyond this requirement will not be considered. Double-sided pages count as two pages.
2. 12-point font shall be used in the narrative portions of the application. All pages shall measure 8.5" x 11" and all pages are to be numbered in sequential order.

C. Application Contents. Development agreement applications shall include all required information set forth below and shall be provided (and labeled) in the application in the same order as shown below:

1. *Location of Proposed Cannabis Business.* Proposed commercial cannabis businesses may only operate in a location where such land uses will be consistent with the provisions of Title 17 of this Code.
2. *Evidence of Owner Consent.* Evidence that the applicant has consent of the owner of the property to operate a commercial cannabis business at the proposed location. A real estate letter of intent (“RELOI”) to lease or buy from an authorized party, a lease, an option to lease or purchase and ownership are acceptable forms of control. Letters of interest of any kind shall not be accepted. RELOIs, lease options and leases must clearly and specifically state that the RELOI, lease option or lease is for the type of establishment listed in the proposal. The RELOI, lease option or lease must be for two years or longer.
3. *Statement of Qualifications.* Describe applicant’s qualification relative to the application, and experience running businesses similar to the one proposed, including cannabis and/or non-cannabis businesses. Applicants should also provide a plan demonstrating a minimum percentage of locally hired employees and proposed recruitment strategies for new hires.
4. *Business Implementation.* Provide verifiable, detailed descriptions and other background information for owners, key personnel and staff of the business, including the estimated number of employees to be hired in the first year, second year, third year, fourth year and fifth year and hourly wages for each employee. Describe other resources, including financial resources, dedicated to implement this proposal.
5. *Understanding and Approach.* Provide a statement demonstrating the business’ understanding and approach to running the business and how that approach will integrate the business into the community in which it is located. This section shall include the following:
 - i. Description of day-to-day operations to meet industry best practices for the specific type of license in which applying for in the City.
 - ii. Description of how and where inventory will be kept, including the specific manner of securing the inventory, and how records will be maintained.
 - iii. Description of how any transaction information including patient records, reports, manifest and any other documents will be stored.

- iv. Description of how medical and adult-use will be tracked and monitored to prevent diversion.
- v. Description of applicant's practices for preventing deterioration of any cannabis goods held by the applicant, including any practices for responding to product recalls.
- vi. Description of applicant's practice for transfer/transport of cannabis products to and from premises.
- vii. Description of method(s) that will be used to dispose of unused cannabis.
- viii. A schedule for beginning operations, including a narrative outlining any proposed construction, improvements, and a timeline for completion.
- ix. Description of any environmentally-friendly business practices relating to energy and climate, water conservation and materials/waste storage.
- x. Description of the method(s) by which the applicant will mitigate any potentially adverse impact, such as loitering, graffiti, traffic, light, odor or noise, on surrounding property owners.
- xi. Site Plan – a scaled premises diagram showing the boundaries of the property and proposed premises with all boundaries, dimensions, entrances and exits, interior partitions walls, labeling of each room, windows and common shared entryways. If the proposed premises consist of only a portion of the property, the diagram shall be labeled indicating which part of the property is the proposed premises and what the remaining property is used for. A floor plan shall also be included.
- xii. Business Plan – a budget for construction, operation, maintenance, compensation of employees, equipment costs, utility costs, and other operation costs. The budget must demonstrate sufficient capital in place to pay startup costs and at least three months of operating costs, as well as a description of the source and uses of funds.
- xiii. Air Quality Management Plan – must demonstrate that air circulation does not impact employee health and welfare, those surrounding the business, and surrounding outdoor areas.
- xiv. If the application is for a retail business with delivery services:

1. Description of the process to ensure driver and patient safety.
 2. Description of the process to verify delivery is to a qualified purchaser and to a qualified location
 3. Description of the process to track and maintain communication with the delivery person at all times
 4. Description of the process to verify deliveries and provide accurate manifest for audit purposes.
6. *Local Ownership and Community Benefit.* Describe the business plan, if any, to maximize local ownership and community benefit.

8.37.080–Location and Design Requirements for Commercial Cannabis Businesses

A. Each proposed commercial cannabis business shall:

1. Be within a fully enclosed building and must not be visible from the public right-of-way.
2. Conform to the General Plan, any applicable specific plans, master plans, and design requirements.
3. Comply with all applicable zoning and related development standards.
4. Be constructed in a manner that prevents odors to surrounding uses, and promotes quality design and construction, and consistency with the surrounding properties. Odors from the commercial cannabis business shall not be detectable from outside the premises. Best available odor control technology shall be utilized.
5. Be adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping and all items required for the development.
6. Be served by highways adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate.
7. Be provided with adequate electricity, sewerage, disposal, water, fire protection and storm drainage facilities for the intended purpose.
8. Each applicant shall provide a neighborhood responsibility plan so the review authority may find that the proposed use and its operating characteristics are not detrimental to the public health, safety,

convenience, or welfare of persons residing, working, visiting, or recreating in the surrounding neighborhood and will not result in the creation of a nuisance.

B. Each proposed commercial cannabis business shall:

1. Demonstrate compatibility with the surrounding character of the neighborhood and blend in with existing buildings. The establishment should look like any other similarly situated building.
2. Comply with all applicable zoning and related development standards including, but not limited to, parking, lighting, materials, and colors.
3. Signage, as described below, shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered.

8.37.090 – Additional Location Requirements for Retail Cannabis Businesses

- A. All cannabis retail businesses must be located on property zoned C-3 (Central Business and Shopping) and must meet all of the requirements for development in that zone.
- B. All properties in which the cannabis retail business is located shall be no closer than eight hundred (800) feet from any parcel containing any of the following:
 1. A cannabis retail business.
 2. A school providing instruction for any grades pre-school through 12 (whether public, private, or charter, including pre-school, transitional kindergarten, and K-12).
 3. A day care center licensed by the state Department of Social Services that is in existence at the time a complete commercial cannabis business permit application is submitted.
 4. A youth center that is in existence at the time a complete commercial cannabis business permit application is submitted.

8.37.100 – Limit on Number of Retail Cannabis Businesses Permitted to Operate

A maximum of one cannabis retail business shall be permitted for every 15,000 residents in the City.

8.37.110 – Operating Requirements for Commercial Cannabis Businesses

- A. Cannabis shall not be consumed by any person on the premises of any commercial cannabis business.
- B. No person shall cause or permit the sale, dispensing, or consumption of alcoholic beverages on or about the premises of the commercial cannabis business.
- C. No person shall cause or permit the sale of tobacco products on or about the premises of the commercial cannabis business.
- D. No cannabis or cannabis products or graphics depicting cannabis or cannabis products shall be visible from the exterior of any property issued a commercial cannabis business permit, or on any of the vehicles owned or used as part of the commercial cannabis business or cannabis retail business. No outdoor storage of cannabis or cannabis products is permitted at any time.
- E. Commercial cannabis businesses shall have in place a point-of-sale or management inventory tracking system to track and report on all aspects of the business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the city. Cannabis retail businesses and commercial cannabis businesses shall ensure that such information is compatible with the city's record-keeping systems. In addition, the system must have the capability to produce historical transactional data for review. Furthermore, any system selected must be approved and authorized by the City Manager or his/her designee(s) prior to being used by the permittee.
- F. All cannabis and cannabis products sold, distributed, or manufactured shall be cultivated, manufactured, and transported by licensed facilities that maintain operations in full conformance with state and local laws.
- G. Commercial cannabis businesses shall provide the City Manager or his/her designee(s) with the name, telephone number (both landline and mobile, if available) of an on-site employee or owner to whom emergency notice can be provided at any hour of the day.
- H. Signage
 - 1. Business identification signage shall conform to the requirements of this Code.
 - 2. No signs placed on the premises of a cannabis retail business or a commercial cannabis business shall obstruct any entrance or exit to the building or any window.
 - 3. Each entrance shall be visibly posted with a clear and legible notice indicating that smoking, ingesting, or otherwise consuming cannabis or

cannabis products on the premises or in the areas adjacent to the business is prohibited.

4. Business identification signage shall be limited to that needed for identification only and shall not contain any logos or information that identifies, advertises, or lists the services or the products offered. No commercial cannabis business may advertise by having a person holding a sign and advertising the business to passersby, whether such person is on the premises or elsewhere including, but not limited to, the public right-of-way.
5. Signage shall not be directly illuminated, internally or externally. No banners, flags, billboards or other prohibited signs may be used at any time.

I. Minors

1. Except as provided below, persons under the age of twenty-one (21) years shall not be allowed on the premises of a commercial cannabis business and shall not be allowed to serve as a driver for a delivery service. It shall be unlawful and a violation of this Chapter for any person to employ any person who is not at least twenty-one (21) years of age.
2. The entrance to a commercial cannabis business shall be clearly and legibly posted with a notice that no person under the age of twenty-one (21) years of age is permitted to enter upon the premises of the commercial cannabis business.
3. Persons at least eighteen (18) years old shall be allowed on the premises of a medicinal cannabis retail business to purchase medicinal cannabis or medicinal cannabis products. The entrance to a medicinal cannabis retail business shall be clearly and legibly posted with a notice that no person under the age of eighteen (18) is permitted to enter upon the premises of the medicinal cannabis retail business.

- J. Best available odor control technology and devices shall be incorporated in a commercial cannabis business to ensure that odors from cannabis are not detectable off-site. A sufficient odor absorbing ventilation and exhaust system shall be provided so that odor generated inside the premises that is distinctive to its operation is not detected outside of the facility, anywhere on adjacent property or public rights-of-way, on or about the exterior or interior common area walkways, hallways, breezeways, foyers, lobby areas, or any other areas available for use by common tenants or the visiting public, or within any other unit located inside the same building as the cannabis retail business or commercial cannabis business. The following equipment, or any other equipment which the City Manager or his/her designee(s) determine is a more effective method or technology, must be installed and maintained:

1. An exhaust air filtration system with odor control that prevents internal odors and pollen from being emitted externally;
 2. An air system that creates negative air pressure between the premises' interior and exterior, so that the odors generated inside the premises are not detectable outside the premises.
- K. The original copy of the commercial cannabis business permit issued by the City and the City-issued business license shall be posted inside the commercial cannabis business in a location readily visible to the public.
- L. The owner and/or operator of a commercial cannabis business shall prohibit loitering by persons outside the facility both on the premises and within fifty (50) feet of the premises.
- M. Community Relations
1. Each commercial cannabis business shall provide the name, telephone number, and email address of a community relations contact to whom notice of problems associated with the business can be provided. Each commercial cannabis business shall also provide the above information to all businesses and residences located within one hundred (100) feet of the commercial cannabis business.
 2. During the first year of operation pursuant to this Chapter, the owner, manager, and community relations representative from commercial cannabis business shall attend meetings with the City Manager or his/her designee(s), and other interested parties as deemed appropriate by the City Manager or his/her designee(s), to discuss costs, benefits, and other community issues arising as a result of implementation of this Chapter. After the first year of operation, the owner, manager, and community relations representative from each commercial cannabis business shall meet with the City Manager or his/her designee(s) when and as requested by the City Manager or his/her designee(s).
 3. Each commercial cannabis business or cannabis retail business shall develop a city approved public outreach and educational program for youth organizations and educational institutions that outlines the risks of youth use of cannabis, and that identifies resources available to youth related to drugs and drug addiction.
- N. The commercial cannabis business shall continually maintain the premises and its infrastructure so that it is visually attractive and not dangerous to the health, safety and general welfare of employees, patrons, surrounding properties, and the general public. The premises shall not be maintained in a manner that causes a public or private nuisance. Litter must be removed daily from the premises, including adjacent public sidewalks and all parking lots under the

control of the cannabis retail business or commercial cannabis business; these areas must be swept or cleaned, either mechanically or manually, on a weekly basis to control debris; upkeep and operating characteristics must be compatible with abutting properties and the surrounding neighborhood.

8.37.120– Operating Requirements for Cannabis Retail Businesses

A. General

1. Cannabis retail businesses, including delivery of cannabis, may operate between the hours of 6 am and 10 pm. Other non-sales related activities germane to the business may take place on premises after hours.
2. There shall not be a physician located on the premises, or available through electronic means, such as video conference, at any time for the purpose of evaluating patients for the issuance of a cannabis recommendation or card where applicable.
3. Prior to dispensing cannabis or cannabis products to any person, the cannabis retail business shall verify the age of each customer.
4. Entrances shall be locked at all times with entry strictly controlled. A "buzz-in" electronic/mechanical entry system shall be utilized to limit access to and entry to the retailer to separate it from the reception/lobby area. Individuals must show their identification in order to gain access into the retailer.
5. A cannabis retail business may have only that quantity of cannabis and cannabis products readily available to meet the daily demand for sale on-site in the retail sales area of the premises.
6. All restroom facilities shall remain locked and under the control of management.
7. Delivery vehicles shall be unmarked vehicles with no indication that the vehicles are transporting cannabis or cannabis products.

B. Security Measures

1. A permitted cannabis retail business shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products at the cannabis retail business. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:

- i. Premises contain a secured lobby/trap room, where a customer first enters and awaits verification by the cannabis retail business that the customer is a qualified to purchase cannabis.
- ii. Premises contain only one entrance which members of the public enter and exit.
- iii. Premises shall have a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
- iv. Premises shall have perimeter security and lighting, including motion sensors, as approved by the Chief of Police.
- v. Prevent individuals from remaining on the premises and nearby vicinity if they are not engaging in an activity directly related to the permitted operations of the cannabis retail business.
- vi. Establish limited access areas accessible only to authorized cannabis retail business personnel.
- vii. All cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products shall be kept in a manner as to prevent diversion, theft, and loss.
- viii. Install 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the cannabis retail business which are open and accessible to the public, all interior spaces where cannabis, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cannabis retail business shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and that it is compatible with the City's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s). Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or his/her designee(s) upon request. Video shall be of sufficient quality

for effective prosecution of any crime found to have occurred on the site of the cannabis retail business, and shall be capable of enlargement via projection or other means, Internet Protocol address information shall be provided to the Mendota Police Department by the cannabis retail business, to facilitate remote monitoring of security cameras by the Mendota Police Department or its designee.

- ix. Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- x. Panic buttons shall be installed with direct notification to Mendota Police Department dispatch, and shall be configured to immediately alert dispatch for the Mendota Police Department.
- xi. Any bars installed on the windows or the doors shall be installed only on the interior of the building.
- xii. Armed security personnel shall be on-site during operating hours. If armed security personnel are not on-site when the cannabis retail business is closed, a verified response security patrol shall be utilized. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld. Firearms shall be carried by security personnel at all times that they are on duty, except as otherwise authorized by the Chief of Police.
- xiii. Premises shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- xiv. Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the cannabis retail business; or (b) a licensed security professional.
- xv. The interior must have at least one camera placed to focus on each transaction, to include the clerk as well as the customer waiting area. At least one camera should be focused on the entrance, and the camera view should clearly show an image of a color-coded height tape installed on the inside of the door jamb.

- xvi. An accounting software system in place to provide point of sale data as well as audit trails of both product and cash, where applicable.
 - xvii. Demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products.
 - xviii. State of the art network security protocols in place to protect computer information and all digital data.
 - xix. Exterior vegetation shall be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
2. Each cannabis retail business shall identify a designated security representative/liaison to the city, who shall be reasonably available to meet with the City Manager or his/her designee(s) regarding any security related measures or operational issues. The designated security representative/liaison shall, on behalf of the cannabis retail business, annually prepare and submit to the Chief of Police a security plan for approval and maintain a copy of the current security plan on the premises, to present to a peace officer immediately upon request that meets the following requirements:
- i. Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of patrons.
 - ii. Identifies all Managers of the cannabis retail business and their contact phone numbers.
 - iii. Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.
 - iv. Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
 - v. Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the premises, the parking lot, and any adjacent property under the business' control.
 - vi. Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these

areas are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of patrons and their vehicles one-half hour after closing.

3. Provide a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency. For delivery, include provisions relating to vehicle security and the protection of employees and product during loading and in transit.
4. Cooperate with the City whenever the City Manager or his/her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.
5. Notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - i. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee(s).
 - ii. Diversion, theft, loss, or any criminal activity involving the cannabis retail business or any agent or employee of the cannabis retail business.
 - iii. The loss or unauthorized alteration of records related to cannabis, registering qualifying patients, primary caregivers, or employees or agents of the cannabis retail business.
 - iv. Any other breach of security.
6. Compliance with the foregoing requirements shall be verified by the Chief of Police prior to commencing business operations. The Chief of Police may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

8.37.130– Operating Requirements for Cannabis Distributors

A. General

1. Distributors may operate 24 hours a day. Operations shall be subject to the provisions of the Noise Control Ordinance, Title 9, Chapter 9.05 of this Code, as may be amended.
2. Distributor vehicles shall be unmarked vehicles with no indication that the vehicles are transporting cannabis or cannabis products.

3. Distributor shall comply with all applicable state standards and laws, including but not limited to, Section 26001 (r) of the Business and Professions Code, as may be amended.

B. Security Measures

1. A permitted distributor shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis or cannabis products. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:
 - i. Premises shall have a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
 - ii. Premises shall have perimeter security and lighting, including motion sensors, as approved by the Chief of Police.
 - iii. Prevent individuals from remaining on the premises if they are not engaging in an activity directly related to the permitted operations of the distributor.
 - iv. Establish limited access areas accessible only to authorized personnel.
 - v. All cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis or cannabis products shall be kept in a manner as to prevent diversion, theft, and loss.
 - vi. Install 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces which are open and accessible to the public, all interior spaces where cannabis, cannabis products, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The distributor shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and that it is compatible with

the city's software and hardware. In addition, remote and realtime, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s). Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or his/her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the distributor, and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Mendota Police Department by the distributor, to facilitate remote monitoring of security cameras by the Department or its designee.

- vii. Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- viii. Panic buttons shall be installed with direct notification to Mendota Police Department dispatch, and shall be configured to immediately alert dispatch for the Mendota Police Department.
- ix. Any bars installed on the windows or the doors of the premises shall be installed only on the interior of the building.
- x. Armed security personnel shall be on-site during all hours of operation or alternative security as authorized by the City Manager or his/her designee(s). Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld. Firearms shall be carried by security personnel at all times that they are on duty, except as otherwise authorized by the Chief of Police.
- xi. Premises shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- xii. Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the distributor; or (b) a licensed security professional.
- xiii. The interior must have at least one camera placed to focus on each transaction. At least one camera should be focused on the entrance, and the camera view should clearly show an image of a color-coded height tape installed on the inside of the door jamb.

- xiv. An accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.
- xv. Demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products.
- xvi. Have state of the art network security protocols in place to protect computer information and all digital data.
- xvii. Exterior vegetation shall be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- xviii. Identify a designated security representative/liaison to the city, who shall be reasonably available to meet with the City Manager or his/her designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the distributor, annually prepare and submit to the Chief of Police a security plan for approval and maintain a copy of the current security plan on the premises of the business, to present to a peace officer immediately upon request that meets the following requirements:
 - 1. Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of patrons.
 - 2. Identifies all Managers and their contact phone numbers.
 - 3. Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.
 - 4. Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
 - 5. Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the commercial cannabis business, the parking lot, and any adjacent property under the business' control.
 - 6. Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure

that these areas are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of patrons and their vehicles one-half hour after closing.

2. As part of the application and permitting process each distributor shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency. The distributor shall stagger transportation times, vary routes from the premises, and take other security measures as requested by the Chief of Police.
3. The distributor shall cooperate with the City whenever the City Manager or his/her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.
4. Notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - i. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee(s).
 - ii. Diversion, theft, loss, or any criminal activity involving the distributor or any agent or employee of the distributor.
 - iii. The loss or unauthorized alteration of records related to cannabis, or employees or agents of the commercial cannabis business.
 - iv. Any other breach of security.
5. Compliance with the foregoing requirements shall be verified by the Chief of Police prior to commencing business operations. The Chief of Police may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

8.37.140– Operating Requirements for Cannabis Cultivators

A. General

1. Cultivator may operate 24 hours a day. Operations shall be subject to the provisions of the Noise Control Ordinance, Title 9, Chapter 9.05 of this Code, as may be amended.
2. Outdoor Cultivation Prohibited. The cultivation of all cannabis must occur indoors or in a greenhouse.

3. Cannabis plants shall not be visible from a public or private road, sidewalk, park, or any common public viewing area.
4. Cultivator shall only be allowed to cultivate the square feet of canopy space permitted by state law.
5. Cannabis cultivation shall be conducted in accordance with state and local laws related to land conversion, grading, electricity, water usage, water quality, woodland and riparian habitat protection, agricultural discharges, and similar matters.
6. Pesticides and fertilizers shall be properly labeled and stored to avoid contamination through erosion, leakage or inadvertent damage from pests, rodents or other wildlife.
7. The cultivation of cannabis shall at all times be operated in such a way as to ensure the health, safety, and welfare of the public, the employees working at the cultivation site, visitors to the area, neighboring properties, and the end users of the cannabis being cultivated, to protect the environment from harm to streams, fish, and wildlife; to ensure the security of the cannabis being cultivated; and to safeguard against the diversion of cannabis.
8. All applicants seeking a commercial cannabis business permit for cultivation uses shall submit the following in addition to the information generally otherwise required for a commercial cannabis business permit:
 - i. A cultivation and operations plan that meets or exceeds minimum legal standards for water usage, conservation and use; drainage, runoff, and erosion control; watershed and habitat protection; and proper storage of fertilizers, pesticides, and other regulated products to be used on the parcel, and a description of the cultivation activities (indoor, mixed-light) and schedule of activities during each month of growing and harvesting, or explanation of growth cycles and anticipated harvesting schedules for all-season harvesting (indoor, mixed-light).
 - ii. A description of a legal water source, irrigation plan, and projected water use.
 - iii. Identification of the source of electrical power and plan for compliance with applicable Building Codes and related codes.
 - iv. Plan for addressing public nuisances that may derive from the cultivation site.

B. Security Measures

1. A permitted cultivator shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products and to deter and prevent the theft of cannabis and cannabis products at the commercial cannabis business. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:
 - i. Premises shall have a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
 - ii. Premises shall have perimeter security and lighting, including motion sensors, as approved by the Chief of Police.
 - iii. Prevent individuals from remaining on the premises and nearby vicinity if they are not engaging in an activity directly related to the permitted operations of the cultivator.
 - iv. Establish limited access areas accessible only to authorized personnel.
 - v. Except for live growing plants which are being cultivated at a cultivation facility, all cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products, including live plants that are being cultivated, shall be kept in a manner as to prevent diversion, theft, and loss.
 - vi. Install 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces within the business which are open and accessible to the public, all interior spaces where cannabis, cannabis products, cash, or currency, is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The cultivators shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and real-time, live access to the video footage from the cameras shall be provided to the City Manager or his/her

designee(s). Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or his/her designee(s) upon request. Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the cultivation site business, and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Mendota Police Department by the cultivator, to facilitate remote monitoring of security cameras by the Mendota Police Department or its designee.

- vii. Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- viii. Panic buttons shall be installed with direct notification to Mendota Police Department dispatch, and shall be configured to immediately alert dispatch for the Mendota Police Department.
- ix. Any bars installed on the windows or the doors shall be installed only on the interior of the building.
- x. Armed security personnel shall be on-site during all hours of operation. Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld. Firearms shall be carried by security personnel at all times that they are on duty, except as otherwise authorized by the Chief of Police.
- xi. Premises shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- xii. Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the cultivator; or (b) a licensed security professional.
- xiii. The interior must have at least one camera placed to focus on each transaction. At least one camera should be focused on the entrance, and the camera view should clearly show an image of a color-coded height tape installed on the inside of the door jamb.

- xiv. An accounting software system in place to provide point of sale data as well as audit trails of both product and cash, where applicable.
- xv. Demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products.
- xvi. State of the art network security protocols in place to protect computer information and all digital data.
- xvii. Exterior vegetation shall be planted, altered and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- xviii. Each cultivator shall identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager or his/her designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the cultivator, annually prepare and submit to the Chief of Police a security plan for approval and maintain a copy of the current security plan on the premises, to present to a peace officer immediately upon request that meets the following requirements:
 - 1. Confirms that a designated Manager will be on duty during business hours.
 - 2. Identifies all Managers and their contact phone numbers.
 - 3. Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.
 - 4. Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
 - 5. Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the premises, the parking lot, and any adjacent property under the business' control.
 - 6. Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these areas are: (a) free of individuals loitering or

causing a disturbance; (b) are cleared of patrons and their vehicles one-half hour after closing.

2. As part of the application and permitting process each cultivator shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.
3. Cooperate with the City whenever the City Manager or his/her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.
4. Notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - i. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee(s).
 - ii. Diversion, theft, loss, or any criminal activity involving the cultivator or any agent or employee of the cultivator.
 - iii. The loss or unauthorized alteration of records related to cannabis, or employees or agents of the commercial cannabis business.
 - iv. Any other breach of security.
5. Compliance with the foregoing requirements shall be verified by the Chief of Police prior to commencing business operations. The Chief of Police may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

8.37.150– Operating Requirements for Cannabis Testing Laboratory

A. General

1. Testing laboratories may operate 24 hours a day. Operations shall be subject to the provisions of the Noise Control Ordinance, Title 9, Chapter 9.05 of this Code, as may be amended.
2. Testing Laboratories shall comply with all applicable state standards and laws. Standard Operating Procedures, as recommended by the Bureau, must be followed.
3. Testing laboratories shall be required to conduct all testing in a manner pursuant to Business and Professions Code 26100 and shall be subject to any additional or subsequent state and local law.

B. Security Measures.

1. A permitted testing laboratory shall implement sufficient security measures to deter and prevent the unauthorized entrance into areas containing cannabis or cannabis products, and to deter and prevent the theft of cannabis and cannabis products. Except as may otherwise be determined by the City Manager or his/her designee(s), these security measures shall include, but shall not be limited to, all of the following:
 - i. Premises shall have a professionally installed, maintained, and monitored real-time alarm system by a security company licensed by the State of California Bureau of Security and Investigative Services.
 - ii. Premises shall have perimeter security and lighting, including motion sensors, as approved by the Chief of Police.
 - iii. Prevent individuals from remaining on the premises if they are not engaging in an activity directly related to the permitted operations of the testing laboratory.
 - iv. Establish limited access areas accessible only to authorized personnel.
 - v. All cannabis and cannabis products shall be stored in a secured and locked vault or vault equivalent. All safes and vaults shall be compliant with Underwriter Laboratories burglary-resistant and fire-resistant standards. All cannabis and cannabis products shall be kept in a manner as to prevent diversion, theft, and loss.
 - vi. Install 24-hour security surveillance cameras of at least HD-quality to monitor all entrances and exits to and from the premises, all interior spaces which cannabis, cannabis products, cash, or currency is being stored for any period of time on a regular basis and all interior spaces where diversion of cannabis could reasonably occur. All cameras shall record in color. All exterior cameras shall be in weather-proof enclosures, shall be located so as to minimize the possibility of vandalism, and shall have the capability to automatically switch to black and white in low light conditions. The distributor shall be responsible for ensuring that the security surveillance camera's footage is remotely accessible by the City Manager or his/her designee(s), and that it is compatible with the city's software and hardware. In addition, remote and realtime, live access to the video footage from the cameras shall be provided to the City Manager or his/her designee(s). Video recordings shall be maintained for a minimum of ninety (90) days and shall be made available to the City Manager or his/her designee(s) upon request.

Video shall be of sufficient quality for effective prosecution of any crime found to have occurred on the site of the testing laboratory, and shall be capable of enlargement via projection or other means. Internet Protocol address information shall be provided to the Mendota Police Department by the testing laboratory, to facilitate remote monitoring of security cameras by the Department or its designee.

- vii. Sensors shall be installed to detect entry and exit from all secure areas, and shall be monitored in real time by a security company licensed by the State of California Bureau of Security and Investigative Services.
- viii. Panic buttons shall be installed with direct notification to Mendota Police Department dispatch, and shall be configured to immediately alert dispatch for the Mendota Police Department.
- ix. Any bars installed on the windows or the doors of the premises shall be installed only on the interior of the building.
- x. Security personnel shall be on-site during all hours of operation or alternative security as authorized by the City Manager or his/her designee(s). Security personnel must be licensed by the State of California Bureau of Security and Investigative Services personnel and shall be subject to the prior review and approval of the City Manager or his/her designee(s), with such approval not to be unreasonably withheld.
- xi. Premises shall have the capability to remain secure during a power outage and shall ensure that all access doors are not solely controlled by an electronic access panel to ensure that locks are not released during a power outage.
- xii. Entrance areas are to be locked at all times and under the control of a designated responsible party that is either; (a) an employee of the testing laboratory; or (b) a licensed security professional.
- xiii. The interior must have at least one camera placed to focus on each transaction. At least one camera should be focused on the entrance, and the camera view should clearly show an image of a color-coded height tape installed on the inside of the door jamb.
- xiv. An accounting software system in place to provide point of sale data as well as audit trails or both product and cash, where applicable.

- xv. Demonstrate to the Chief of Police, City Manager or their designees, compliance with the state's track and trace system for cannabis and cannabis products.
- xvi. Have state of the art network security protocols in place to protect computer information and all digital data.
- xvii. Exterior vegetation shall be planted, altered, and maintained in a fashion that precludes its use as a hiding place for persons on the premises.
- xviii. Identify a designated security representative/liaison to the City, who shall be reasonably available to meet with the City Manager or his/her designee(s) regarding any security related measures or and operational issues. The designated security representative/liaison shall, on behalf of the testing laboratory, annually prepare and submit to the Chief of Police a security plan for approval and maintain a copy of the current security plan on the premises of the business, to present to a peace officer immediately upon request that meets the following requirements:
 - 1. Confirms that a designated Manager will be on duty during business hours and will be responsible for monitoring the behavior of patrons.
 - 2. Identifies all Managers and their contact phone numbers.
 - 3. Confirms that first aid supplies and operational fire extinguishers are located in the service areas and the Manager's office.
 - 4. Confirms that burglar, fire, and panic alarms are operational and monitored by a licensed security company 24 hours a day, seven days a week, and provides contact information for each licensed security company.
 - 5. Identify a sufficient number of licensed, interior and exterior security personnel who will monitor individuals inside and outside the testing laboratory, the parking lot, and any adjacent property under the business' control.
 - 6. Confirm that the licensed security personnel shall regularly monitor the parking lot and any adjacent property to ensure that these areas are: (a) free of individuals loitering or causing a disturbance; (b) are cleared of patrons and their vehicles one-half hour after closing.

2. As part of the application and permitting process each testing laboratory shall have a storage and transportation plan, which describes in detail the procedures for safely and securely storing and transporting all cannabis, cannabis products, and any currency.
3. The testing laboratory shall cooperate with the City whenever the City Manager or his/her designee(s) makes a request, without prior notice, to inspect or audit the effectiveness of any security plan or of any other requirement of this Chapter.
4. Notify the City Manager or his/her designee(s) within twenty-four (24) hours after discovering any of the following:
 - i. Significant discrepancies identified during inventory. The level of significance shall be determined by the regulations promulgated by the City Manager or his/her designee(s).
 - ii. Diversion, theft, loss, or any criminal activity involving the testing laboratory or any agent or employee of the testing laboratory.
 - iii. The loss or unauthorized alteration of records related to cannabis, or employees or agents of the commercial cannabis business.
 - iv. Any other breach of security.
5. Compliance with the foregoing requirements shall be verified by the Chief of Police prior to commencing business operations. The Chief of Police may supplement these security requirements once operations begin, subject to review by the City Manager if requested by the business owner.

8.37.160–[Reserved]

8.37.170– Other Operational Requirements

The City Manager or his/her designee may develop other commercial cannabis activity operational requirements or regulations as are determined to be necessary to protect the public health, safety and welfare.

8.37.180 – Commercial Cannabis Business Permits

Prior to commencing operations, a commercial cannabis business shall obtain a commercial cannabis business permit.

8.37.190– Effect of State License Suspension, Revocation, or Termination

Suspension of a license issued by the state shall immediately suspend the ability of a commercial cannabis business to operate within the City, until the state reinstates or reissues the license. Should the state revoke or terminate the license of a commercial cannabis business, such revocation or termination shall also revoke or terminate the ability of the commercial cannabis business to operate within the City.

8.37.200– City Business License

Prior to commencing operations, a commercial cannabis business shall obtain a City business license.

8.37.210–Building Permits and Inspection

Prior to commencing operations, a commercial cannabis business shall be subject to a mandatory building inspection and must obtain all required permits and approvals which would otherwise be required for any business of the same size and intensity operating in that zone.

8.37.220–Promulgation of Regulations, Standards, and Other Legal Duties

- A. In addition to any regulations adopted by the City Council, the City Manager or his/her designee is authorized to establish any additional rules, regulations and standards governing the issuance, denial or renewal of commercial cannabis business permits, the ongoing operation of commercial cannabis businesses and the City's oversight, or concerning any other subject determined to be necessary to carry out the purposes of this Chapter.
- B. Regulations shall be published on the City's website.
- C. Regulations promulgated by the City Manager shall become effective upon date of publication.

8.37.230–Records and Recordkeeping

- A. Each owner and operator of a commercial cannabis business shall maintain accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities. On no less than an annual basis (at or before the time of the renewal of a commercial cannabis business permit issued pursuant to this Chapter), or at any time upon reasonable request of the City, each commercial cannabis business shall file a sworn statement detailing the number of sales by the commercial cannabis business during the previous twelve-month period (or shorter period based upon the timing of the request), provided on a per-month basis. The statement shall also include gross sales for each month, and all applicable taxes paid or due to be paid. On an annual basis, each owner and operator shall submit to the City a financial audit of the business's operations conducted by an independent certified public

accountant. Each permittee shall be subject to a regulatory compliance review and financial audit as determined by the City Manager or his/her designee(s).

- B. Each owner and operator of a commercial cannabis business shall maintain a current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the commercial cannabis business or cannabis retail business, and separately of all the officers, managers, employees, agents and volunteers currently employed or otherwise engaged by the commercial cannabis business. The register required by this paragraph shall be provided to the City Manager or his/her designee(s) upon a reasonable request.
- C. All commercial cannabis businesses shall maintain an inventory control and reporting system that accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products for all stages of the growing and production or manufacturing, laboratory testing, and distribution processes until purchase as set forth MAUCRSA.
- D. Subject to any restrictions under the Health Insurance Portability and Accountability Act (HIPAA) regulations, each commercial cannabis business shall allow the City to have access to the business's books, records, accounts, together with any other data or documents relevant to its permitted commercial cannabis activities, for the purpose of conducting an audit or examination. Books, records, accounts, and any and all relevant data or documents will be produced no later than twenty-four (24) hours after receipt of the City's request, unless otherwise stipulated by the City. The City may require the materials to be submitted in an electronic format that is compatible with the City's software and hardware.

8.37.240–Fees, Charges, and Taxes

- A. No person may commence or continue any commercial cannabis activity in the City without timely paying in full all fees and charges required for the operation of a commercial cannabis business. Fees and charges associated with the operation of a commercial cannabis business shall be established by resolution of the City Council which may be amended from time to time.
- B. All commercial cannabis businesses authorized to operate under this Chapter shall pay all sales, use, business, and other applicable taxes, and all license, registration, and other fees required under federal, state, and local law. Each commercial cannabis business shall cooperate with the City with respect to any reasonable request to audit the business' books and records for the purpose of verifying compliance with this section, including but not limited to a verification of the amount of taxes required to be paid during any period.

8.37.250–Limitations on City’s Liability

To the fullest extent permitted by law, the City shall not assume any liability whatsoever with respect to having issued a commercial cannabis business permit pursuant to this Chapter or otherwise approving the operation of any commercial cannabis business. As a condition to the approval of any commercial cannabis business permit, the applicant shall be required to meet all of the following conditions before they can receive the commercial cannabis business permit:

- A. They must execute an agreement, in a form approved by the City Attorney, agreeing to indemnify, defend (at applicant's sole cost and expense), and hold the City, and its officers, officials, employees, representatives, and agents, harmless, from any and all claims, losses, damages, injuries, liabilities or losses which arise out of, or which are in any way related to, the city's issuance of the commercial cannabis business permit or the alleged violation of any federal, state or local laws by the commercial cannabis business or cannabis retail business or any of its officers, employees or agents.
- B. Maintain insurance at coverage limits and with conditions thereon determined necessary and appropriate from time to time by the City Manager.
- C. Reimburse the City for all costs and expenses, including but not limited to legal fees and costs and court costs, which the City may be required to pay as a result of any legal challenge related to the City's approval of the applicant's commercial cannabis business permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve any of the obligations imposed hereunder.

8.37.260–Permit Holder Responsible for Violations

The person to whom a commercial cannabis business permit is issued pursuant to this Chapter shall be responsible for violations of any laws, whether committed by the permittee or any employee or agent of the permittee, which occur in or about the premises of the commercial cannabis business or cannabis retail business.

8.37.270–Inspection and Enforcement

- A. The City Manager, or his/her designee(s) charged with enforcing the provisions of this Chapter, may enter the location of a commercial cannabis business at any time, without notice, and inspect the premises as well as any recordings and records required to be maintained pursuant to this Chapter under applicable provisions of state law.
- B. It is unlawful for any person to impede, obstruct, interfere with, or otherwise not to allow, the City to conduct an inspection, review or copy records, recordings or other documents required to be maintained by a commercial cannabis business

under this Chapter or under state or local law. It is also unlawful for a person to conceal, destroy, deface, damage, or falsify any records, recordings or other documents required to be maintained by a commercial cannabis business under this Chapter or under state or local law.

- C. The City Manager, or his/her designee(s) charged with enforcing the provisions of this Chapter may enter the premises of a commercial cannabis business at any time during the hours of operation and without notice to obtain samples of the cannabis to test for public safety purposes. Any samples obtained by the City shall be logged, recorded, and maintained in accordance with established procedures by the City Manager.

8.37.280–Violations Declared a Public Nuisance

Each and every violation of the provisions of this Chapter is hereby deemed unlawful and a public nuisance.

8.37.290–Each Violation a Separate Offense

Each and every violation of this Chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by the City. Additionally, as a nuisance per se, any violation of this Chapter shall be subject to injunctive relief, any permit issued pursuant to this Chapter being deemed null and void, disgorgement and payment to the City for any monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, and any other relief or remedy available at law or in equity. The City may also pursue any and all remedies and actions available and applicable under state and local laws for any violations committed by the commercial cannabis business, or persons related to, or associated with, the commercial cannabis activity. Additionally, when there is determined to be an imminent threat to public health, safety or welfare, the City Manager, or his/her designee(s), may take immediate action to temporarily suspend a commercial cannabis business permit issued by the City.

8.37.300–Criminal Penalties

Each and every violation of the provisions of this Chapter may in the discretion of the District Attorney or City Attorney be prosecuted as a misdemeanor and upon conviction be subject to a fine not to exceed one thousand dollars (\$1,000) or imprisonment in the County jail for a period of not more than twelve (12) months, or by both such fine and imprisonment. Each day a violation is committed or permitted to continue shall constitute a separate offense.

8.37.310–Remedies Cumulative and Not Exclusive

The remedies provided herein are not to be construed as exclusive remedies. The City is authorized to pursue any proceedings or remedies provided by law.

8.37.320–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.

8.37.330–No Vested Rights

Neither this Chapter, nor any other provision of this Code or action, failure to act, statement, representation, certificate, approval, or permit issued by the City or its departments, or their respective representatives, agents, employees, attorneys, or assigns, shall create, confer, or convey any vested or nonconforming right or benefit regarding any commercial cannabis activity. Any benefit conferred by this ordinance shall expire permanently and in full on the effective date of the City Council's enactment of new cannabis legislation or upon repeal of this ordinance. Should the City repeal or amend this Chapter, no claim for loss of property rights or due process of any kind shall be maintained against the City.

8.37.340–Yearly Review

The City Manager shall review the operation of this Chapter within twelve months of its effective date and report his/her findings and recommendations to the City Council. After the initial twelve month review, the City Council shall annually review this Chapter and its effects on the community.

SECTION 10.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 11.This ordinance shall take effect thirty (30) days after its passage.

SECTION 12.The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

* * * * *

The foregoing ordinance was introduced on the 28th day of May, 2019 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 11th day of June, 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

Code Enforcement Monthly Log

Address	Type of Case	1st Notice	Deadline	Status	Fine Amount
687 LOZANO	FOLLOW UP/ MUNICODE	5/1/2019	N/A	COMPLETE	\$0.00
617 GARCIA	FOLLOW UP/ MUNICODE	5/1/2019	N/A	COMPLETE	\$0.00
OLLER/ 6TH	VEHICLE CHECK	5/3/2019	5/6/2019	RED TAGGED	\$0.00
1000 BLK PUCHEU	VEHICLE CHECK	5/3/2019	N/A	TOWED/ CITED	\$50.00
512 STAMOULES	VEHICLE CHECK	5/3/2019	N/A	CITED	\$50.00
63 VERA CIR	MUNICODE VIOLATION/ LIVESTOCK	5/4/2019	N/A	WARNING	\$0.00
MEPD	LOBBY TRAFFIC/ CE	5/7/2019	N/A	COMPLETE	\$0.00
2ND / OLLER	PARKING VIOLATION	5/7/2019	N/A	CITED	\$100.00
715 MARIE	MUNICODE VIOLATION/ SHOPPING CARTS	5/8/2019	N/A	COMPLETE	\$0.00
8TH/ UNIDA	MUNICODE VIOLATION/ TRASH BINS	5/8/2019	N/A	WARNING	\$0.00
200 BLK TUFT	VEHICLE CHECK	5/8/2019	N/A	CITED	\$50.00
300 BLK GOMEZ	COMMUNITY CONTACT	5/8/2019	N/A	ADVISED	\$0.00
796 UNIDA	FOLLOW UP/ TRASHBINS	5/9/2019	N/A	WARNING	\$0.00
OLLER/ 2ND	PARKING VIOLATION	5/9/2019	N/A	CITED	\$100.00
411 SILVA	MUNICODE/ NO BUSINESS LICENSE	5/9/2019	N/A	UNABLE TO LOCATE	\$0.00
297 VALENZUELA	MUNICODE/ DILAPIDATED FENCE	5/9/2019	N/A	WARNING	\$0.00
766 DERRICK	MUNICODE/ VEHICLE NUISANCE	5/9/2019	N/A	CITED	\$0.00
1766 9TH	VEHICLE CHECK	5/11/2019	N/A	CITED	\$50.00
QUINCE/ 7TH	VEHICLE CHECK	5/11/2019	N/A	CITED	\$50.00
PUCHEU/ 6TH	MUNICODE/ TRASHBINS	5/11/2019	N/A	WARNING	\$0.00
311 RIOS	VEHICLE CHECK	5/11/2019	3/14/2019	RED TAGGED	\$0.00
1000 BLK PUCHEU	MUNICODE/ TRASHBINS	5/14/2019	N/A	WARNING	\$0.00
356 KATE	VEHICLE CHECK	5/14/2019	N/A	CITED	\$50.00
500 BLK L ST	VEHICLE CHECK	5/14/2019	N/A	CITED	\$50.00
MEPD	LOBBY TRAFFIC/ CE	5/14/2019	N/A	COMPLETE	\$0.00
4TH/ I	MUNICODE/ VEHICLE NUISANCE	5/15/2019	N/A	CITED	\$50.00
424 DERRICK	MUNICODE/ VEHICLE NUISANCE	5/15/2019	N/A	TOWED/ CITED	\$50.00
543 STAMOULES	MUNICODE/ PUBLIC NUISANCE	5/16/2019	N/A	COMPLETE	\$0.00
1067 QUINCE	VEHICLE CHECK	5/16/2019	N/A	COMPLETE	\$0.00
200 BLK TUFT	COMMUNITY CONTACT	5/17/2019	N/A	ADVISED	\$0.00
700 BLK TULE	VEHICLE CHECK	5/18/2019	N/A	TOWED/ CITED	\$50.00
BELMONT/ HWY 33	MUNICODE/ VEHICLE NUISANCE	5/18/2019	N/A	CITED	\$100.00
748 QUINCE	MUNICODE/ DUMPING	5/21/2019	N/A	COMPLETE	\$0.00

Code Enforcement Monthly Log

290 MCCABE	VEHICLE CHECK	5/21/2019	5/24/2019	RED TAGGED/ CITED	\$50.00
700 BLK JUANITA	MUNICODE/ SHOPPING CARTS	5/21/2019	N/A	COMPLETE	\$0.00
578 LOLITA	ADMINISTRATIVE MEETING	5/21/2019	N/A	COMPLETE	\$0.00
JUANITA/ 7TH	VEHICLE CHECK	5/24/2019	5/27/2019	RED TAGGED	\$0.00
FRESNO	ADMINISTRATIVE MEETING	5/24/2019	N/A	COMPLETE	\$0.00
600 BLK DE LA CRUZ	COMMUNITY CONTACT	5/24/2019	N/A	COMPLETE	\$0.00
543 STAMOULES	MUNICODE/ PUBLIC NUISANCE	5/25/2019	N/A	WARNING	\$0.00
485 NAPLES	COMMUNITY CONTACT	5/25/2019	N/A	COMPLETE	\$0.00
7TH/ JUANITA	COMMUNITY CONTACT	5/25/2019	N/A	COMPLETE	\$0.00
636 LOLITA	MUNICODE/ PUBLIC NUISANCE	5/26/2019	N/A	COMPLETE	\$0.00
1782 8TH	FOLLOW UP/ MUNICODE	5/26/2019	N/A	COMPLETE	\$0.00
290 MCCABE	VEHICLE CHECK	5/26/2019	5/24/2019	TOWED/ CITED	\$50.00
755 OLLER	FOLLOW UP/ MUNICODE	5/28/2019	N/A	COMPLETE	\$0.00
261 OLLER	FOLLOW UP/ MUNICODE	5/28/2019	N/A	COMPLETE	\$0.00
MEPD	LOBBY TRAFFIC/ CE	5/28/2019	N/A	COMPLETE	\$0.00
1167 PUCHEU	MUNICODE/ APPLIANCES	5/28/2019	N/A	CITED	\$50.00
800 BLK GARCIA	PARKING VIOLATION	5/28/2019	N/A	CITED	\$50.00
1840 7TH ST	MUNICODE/ TRASHBINS	5/28/2019	N/A	WARNING	\$0.00
SONORA MART	MUNICODE/ VEHICLE NUISANCE	5/28/2019	N/A	WARNING	\$0.00
10TH/ NAPLES	VEHICLE CHECK	5/29/2019	N/A	CITED	\$100.00
800 BLK GARCIA	VEHICLE CHECK	5/30/2019	N/A	CITED	\$50.00
800 BLK GARCIA	PARKING VIOLATION	5/30/2019	N/A	CITED	\$50.00
				TOTAL	\$1,200.00



POLICE

M E N D O T A

MEMORANDUM

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

An unknown suspect burglarized the victim's vehicle while it was parked on Derrick Avenue.

Restraining order violation at a residence on 2nd Street. A known restrained party went to the protected person's residence in an attempt to contact her. He was located by officers, arrested and transported to Jail.

The victim of an identity theft contacted officers at the Police Department and reported the incident.

On Tuft Street a known suspect hit the victim with blunt objects and attempted to cut him with a knife. Officers arrived, located the suspect and took her into custody. EMS responded and cleared the victim. The suspect's children were placed with CPS and she was transported to Jail.

An unknown suspect damaged the window to the victim's vehicle while it was parked at a local restaurant on Oller Street.

School zone traffic enforcement detail resulted in 9 citations

A wholesaler reported he lost an envelope containing cash in a business parking lot. Video surveillance showed a person picking up the envelope and walking away.

Disturbance on Oller involving a suspect chasing a victim while trying to hit and stab him. Officers interceded and detained both. The suspect was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while he was out of town and the car was parked in his driveway on Black Street.

Non-injury traffic collision at 7th/Unida. Both parties remained on scene.

Vehicle check on Lozano resulted in three FI's for information.

Warrant service at a residence on I Street resulted in the arrest of the wanted subject for parole violation and auto theft. He was transported to Jail.

Theft of property from a local mini mart on Oller Street. Officers located the suspect and recovered the stolen property. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on 6th Street.

The victim's vehicle was vandalized while it was parked on Belmont Avenue.

A known suspect (recent tenant) of a property on Oller was evicted and upon leaving damaged windows and other property.

Bicycle stop for swerving in vehicle traffic on 9th by Naples. He was found to be in possession of methamphetamine and a meth pipe. He was arrested, cited and released.

Disturbance on Elm discovered the subject causing was intoxicated and attempting to fight others. He was found to be on probation with a condition not to consume alcoholic beverages. He was arrested, probation violated and transported to Jail.

Disturbance on K Street discovered three subjects. One was found to be wanted on outstanding warrants. The other two were new to the City. All were FI'ed for information and the wanted subject was arrested and transported to Jail.

Subject check of a known probationer at Juanita/Airport Blvd discovered she was in possession of methamphetamine and wanted on an active warrant. She was arrested and transported to Jail.

One subject hit another at a local business on 7th Street. The suspect fled prior to officers arriving. The victim pressed charges.

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

Subject check on Derrick discovered an active warrant for his arrest. He was also found in possession of drug paraphernalia and methamphetamine. He was arrested, cited and released.

An unknown suspect stole the victim's vehicle while it was parked by Naples/3rd Street.

Burglary of a home on 8th Street that was being remodeled. The victim had construction tools and building materials stolen.

Damage to a gate at the entrance to a City facility on 2nd Street. Unknown if a hit and run or vandalism.

A vehicle drove off with the gas hose still attached from the lot of a gas station on Oller Street. The vehicle was located on another call for service and the owner admitted to being responsible.

An unknown suspect damaged the victim's window at her residence on Tuft Street.

An unknown suspect stole the victim's SS number and incurred an IRS tax bill.

A stolen vehicle was recovered on Kate Street and Officers identified a suspect in the auto theft investigation.

An unknown suspect stole property from the victim's front porch on Marie Street.

One student hit another at a local school. No injuries reported.

A window on the victim's vehicle was damaged by an unknown suspect while the vehicle was parked on Fleming Street.

Bicycle stop at Marie/5th discovered drug paraphernalia in the rider's possession. He was arrested, cited and released.

Suspects selling gas at half price while at a local gas station on Oller. Officers suspected stolen credit card use. The suspects left towards Firebaugh prior to officers arriving. Vehicle and suspect description broadcasted and Firebaugh PD units located the vehicle. Short pursuit ensued prior to the vehicle stopping. Primary suspect was a wanted parolee from the north valley. Stolen credit cards, checks and identification in multiple people's names were located in the vehicle along with drugs and an illegal firearm. Firebaugh transported both suspects to Jail. These suspects are believed to be involved in numerous fraudulent check cashing cases in the west valley.

Non-injury traffic collision on Lozano. All parties remained on scene.

A possible known suspect threw rocks at the victim on I Street, injuring him. The suspect fled prior to officers arriving. EMS treated and released the victim.

Subject check by a residence on Derrick discovered he was a prior convicted felon and in possession of a loaded firearm. He was arrested and transported to Jail.

School zone traffic enforcement resulted in 9 citations issued.

Subject check by the RR tracks Marie/2nd area. Both were found in possession of open containers of alcohol. One also had an active warrant for his arrest. Both were cited and released.

Disturbance in businesses by 7th/Quince where an intoxicated subject entered telling customers they owe him money. Upon officers arriving on scene the subject noticed them and attempted to flee. Officers contacted the subject and discovered he was intoxicated. He was also found to have active warrants for his arrest. He was arrested and transported to Jail.

Subject check by Lolita/7th found him to be in possession of methamphetamine. He was arrested, cited and released.

An unknown suspect shoplifted items from a store on Marie Street. Video surveillance captured the incident.

Subject check on 6th Street resulted in an FI for information.

Probation check on Stamoules discovered drug paraphernalia. Probationer officer notified.

Disturbance on Elm Street discovered the subject causing was intoxicated and in violation of a restraining order. He was contacted and arrested. He then resisted officers and was subdued. He was transported to Jail.

An unknown suspect burglarized a residence on Vera Circle.

Disturbance at a residence on De La Cruz resulted in the arrest of a suspect for hitting another person. He was transported to Jail.

Two unwanted subjects at a local church were found to be intoxicated. One resisted and injured an officer. Both were arrested and transported to Jail.

A known suspect killed an acquaintance on Holmes and then fled. He was located at another residence in town and arrested. Fresno Sheriff's Detectives took over the case.

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

Bicycle stop by 9th/Naples discovered an active warrant on the rider. He was arrested, cited and released.

Disturbance at a residence on I Street discovered the suspect hit the victim. The suspect was located in the area and arrested. He was transported to Jail.

A follow-up investigation revealed a large amount of drugs possibly in the suspect's possession. The drugs were seized and the case is ongoing.

Subject check on Whitesbridge/San Benito discovered drug paraphernalia and methamphetamine in her possession. She was arrested, cited and released.

Subject check at a local mini mart discovered outstanding warrants. He was arrested, cited and released.

Officers assisted State Parole with a compliance check at a parolee's residence. The parolee was found to be out of compliance and arrested. She was transported to Jail.

Disturbance on Lolita discovered one of the parties fled prior to officers arriving. The other party was Fled for information

School zone traffic enforcement detail resulted in 3 citations

Subject check at Stamoules/6th discovered an illegal knife, methamphetamine and drug paraphernalia. He was arrested, cited and released.

Suspicious subject in a vehicle attempted to contact students by a local school. Info obtained by officers and school officials advised.

Traffic enforcement detail resulted in 8 citations

Subject check by 7th/Quince discovered an active warrant. He was arrested and transported to Jail.

Bicycle stop on Oller located drug paraphernalia on both riders. Both were arrested, cited and released to parents.

Burglary in progress on 4th Street was interrupted by the victim, who chased the suspect out of the residence. Officers responded and located the suspect. He was arrested and transported to Jail.

A resident was discovered burning trash in his Puchue Street backyard. Neighbors extinguished the flames. Cal Fire and Code Enforcement responded. Air Pollution District advised.

An unknown suspect scammed a Mendota victim on the internet out of \$800.00

Hit and run traffic collision on Sorensen. Officers observed the suspect vehicle leaving the scene of the collision and conducted a vehicle stop. The driver was unlicensed and admitted to hitting the property and then fleeing. He was arrested, cited and released to his parents.

Non-injury traffic collision on Naples. All parties removed on scene.

Disturbance by a residence on Derrick. As officers approached, a suspect demonstrated gang behavior towards officers. The suspect provided false identification to officers in an attempt to avoid a warrant for his arrest being located. Officers discovered his true ID and located the warrant. He was arrested and transported to Jail.

An unknown suspect attempted to steal the victim's car while it was parked on Rio Street.

A known suspect entered a store on 2nd Street and stole a can of beer. He was seen leaving the store without paying.

Vehicle stop by Smoot/Derrick discovered an active warrant for the arrest of the driver. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle while it was parked on De La Cruz Street. Surveillance video from neighbors system captured an unrecognizable subject walking towards the victim vehicle.

Officers assisted bail bondsman with issuing a citation to a subject arrested on an outstanding warrant.

Vehicle stop at Marie/7th discovered the driver was wanted on outstanding warrants. He was arrested, cited and released.

Subject check at Lozano/Perez resulted in an FI for information.

An unknown suspect attacked the victim with a knife, cutting him on an arm. Incident occurred behind a mini mart on Oller Street. The suspect fled the scene. The victim transported himself to CRMC and reported the incident to medical staff who called MPD.

Unwanted subjects at a property on Lolita. Officers contacted both subjects who previously refused to leave the property when instructed to by the owner. Both were arrested. One was cited and released; the other was transported to Jail.

Officers witnessed a disturbance between subjects on Derrick Avenue. Upon contact one of the subjects began demonstrating gang lifestyle behavior while approaching officers. The subject lied to officers about his identity in an attempt to avoid an active warrant being detected. His true identity and the warrant were discovered. He was arrested and transported to Jail.

Vehicle stop on J Street discovered both subjects were wanted on active warrants. They were both arrested and found to be in possession of methamphetamine and drug paraphernalia. They were transported to Jail.

School zone traffic enforcement detail resulted in 9 citations

Disturbance at a residence on J Street discovered the victim was hit and scratched by the suspect. The suspect was arrested and transported to Jail. Her minor children were turned over to a relative.

Subject check at Divisadero/Kate discovered an active arrest warrant. She was arrested, cited and released.

Unwanted subject contacted by a residence on 2nd Street. He was found to be wanted on an outstanding warrant and the restrained subject on a restraining order. He was arrested and transported to Jail.

Suspicious subject at a local store on Oller Avenue was contacted by officers and FI'ed for information.

Subject check at Quince/9th discovered an active warrant. He was arrested and transported to Jail.

Subject check at Rio Frio/7th located an outstanding arrest warrant. He was arrested and transported to Jail.

Vehicle stop by Marie/Divisadero on a suspected reckless driver. He was found to be intoxicated and driving on a suspended CDL for a prior DUI. He became combative with officers prior to arrest, but was subdued and taken into custody. He was transported to Jail.

Vehicle stop by Canal/9th discovered an active warrant. He was arrested, cited and released.

An involved subject ran from officers at a disturbance on I Street. He was apprehended, found to be wanted on active warrants and in possession of prescription drugs. He was arrested and transported to Jail.

Traffic collision, vehicle vs. pedestrian at 8th/Oller. Driver remained on scene and the pedestrian was transported to CRMC.

Vehicle stop at Oller/9th discovered the driver was intoxicated. He was arrested, cited and released.

Non-injury hit and run on Gurrola. An unknown suspect hit the victim's car while it was parked.

An unknown suspect stole the victim's car while it was parked on Peach Street.

A known parolee was contacted on I Street and FI'ed for information.

Vehicle stop by I Street/2nd discovered an active warrant. He was arrested, cited and released.

Subject check by 7th/Oller discovered an active warrant. He was arrested and transported to Jail.

An unknown suspect damaged the windshield to the victim's vehicle while it was parked on 10th Street.

Non-injury traffic collision at Sorensen/Black. All parties remained on scene.

Vehicle stop on Oller discovered the driver was intoxicated. He refused a breath test and was arrested. He was transported to Jail.

Unwanted subject at a residence on Kate Street. He was contacted by officers and found to be wanted on an active warrant. He was arrested and transported to Jail.

An unknown suspect stole the victim's vehicle from Blanco Street.

Bicycle stop on Oller located drug paraphernalia. He was arrested, cited and released.

Subject check on Kate Street located methamphetamine in his possession. He was arrested, cited and released.

Subject check on 7th Street located an outstanding warrant. He was arrested, cited and released.

An unknown suspect vandalized the victim's bicycle while it was in the victim's front yard.

At a disturbance on Lolita officers discovered the subject responsible. She was found in possession of drug paraphernalia. She was arrested, cited and released.

Non-injury hit and run on 2nd Street. Officers located a witness who provided the suspect vehicle's license plate. Investigation is ongoing.

Disturbance at a residence on Lozano Street. Officers discovered the subject causing was a restrained party and the protected party was at the location. He was arrested and transported to Jail.

Subject check on Quince Street of a known wanted subject resulted in his arrest. He was transported to Jail.

Subject check in the front parking lot at the PD discovered outstanding warrants. He was arrested, cited and released.

Strategic Planning:

- Records Manager attended supervisor's class
- Interviewed CSO candidates for vacant position
- 3 police officers attend traffic radar training

Personnel Information:

- Officer returned from Medical Leave to light duty status.
- Officer released from employment

- Community Service Officer ended employment to attend Police Academy
- Police Officer candidate accepted position
- The following Police Department positions remain vacant and frozen:
 - One Police Officer
 - One Administrative Assistant