



CITY OF MENDOTA

"Cantaloupe Center Of The World"

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

AGENDA MENDOTA CITY COUNCIL

Regular City Council Meeting
City Council Chambers
643 Quince Street
Mendota, California 93640
July 25, 2023
6:00 PM

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

The Mendota City Council welcomes you to its meetings, which are scheduled for the 2nd and 4th Tuesday of every month. Your interest and participation are encouraged and appreciated. Notice is hereby given that Council may discuss and/or take action on any or all of the items listed on this agenda. **Please turn your cell phones on vibrate/off while in the council chambers.**

Any public writings distributed by the City of Mendota to at least a majority of the City Council regarding any item on this regular meeting agenda will be made available at the front counter at City Hall, located at 643 Quince Street Mendota, CA 93640, during normal business hours, 8 AM – 5 PM.

In compliance with the Americans with Disabilities Act, individuals requiring special assistance to participate at this meeting please contact the City Clerk at (559) 655-3291 or (559) 577-7692. Notification of at least forty-eight hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to the meeting.

Si necesita servicios de interpretación para participar en esta reunión, comuníquese con la Secretaria de la Ciudad al (559) 655-3291 o (559) 577-7692 entre las 8 a.m. y las 5 p.m. de lunes a viernes. La notificación de al menos veinticuatro horas antes de la reunión permitirá al personal adoptar las disposiciones necesarias para garantizar su participación en la reunión.

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATION

1. City Council to recognize Mendota Police Officer Juan Gurrola for outstanding work performance.

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

At this time, members of the public may address the City Council on any matter not listed on the agenda involving matters within the jurisdiction of the City Council. Please complete a "request to speak" form and limit your comments to THREE (3) MINUTES. Please give the completed form to the City Clerk prior to the start of the meeting. All speakers shall observe proper decorum. The Mendota Municipal Code prohibits the use of boisterous, slanderous, or profane language. All speakers must step to the podium and state their names and addresses for the record. Please watch the time.

City Council Agenda

1

July 25, 2023

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 11, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

Matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Calendar and will be considered separately.

1. JULY 5, 2023 THROUGH JULY 18, 2023
WARRANT LIST CHECK NOS. 53497 THROUGH 53564
TOTAL FOR COUNCIL APPROVAL = \$734,000.74
2. Proposed adoption of **Resolution No. 23-50**, authorizing the publication of a Request for Proposals for the Purchase and Potential Development of City-Owned Real Property.
3. Proposed adoption of **Resolution No. 23-51**, approving the Proposal and Consultant Services Agreement from Provost & Pritchard Consulting Group, Inc. for planning services for the Phase 1: Mendota Airport Conceptual Land Plan and Authorizing the City Manager to execute all necessary documents.
4. Proposed adoption of **Resolution No. 23-52**, authorizing signature authority for items related to the Derrick and Oller Roundabout Project.
5. Proposed adoption of **Resolution No. 23-53**, approving the quote submitted by Mechanical Irrigation Solutions for the purchase of a SMG Motor Grader in the amount of \$234,877.74 and authorizing the City Manager to execute all documents necessary to effectuate the purchase.
6. Proposed adoption of **Resolution No. 23-54**, authorizing the City Manager to purchase two vehicles for the Public Utilities and Public Works Departments in an amount not to exceed \$116,000.00, and execute all documents necessary to effectuate the purchases.
7. Proposed adoption of **Resolution No. 23-55**, establishing an Honor Wall Fundraising Program.
8. Proposed adoption of **Resolution No. 23-56**, approving an amendment to the 401(K) profit sharing plan, and authorizing the City Manager to execute all documents necessary to effectuate the amendment.

9. Proposed adoption of **Resolution No. 23-57**, approving the quote submitted by Commerce Truck Equipment Sales, LLC, for the purchase of a Ram 4500 Bucket Truck in the amount of \$151,562.38, and authorizing the City Manager to execute all documents necessary to effectuate the purchase.
10. Proposed adoption of **Resolution No. 23-58**, approving the trust agreement and trustee designation for the City's 401(K) profit sharing plan.
11. Proposed adoption of **Resolution No. 23-59**, approving the quote submitted by Mechanical Irrigation Solutions for the purchase of a CLG2030 Forklift in the amount of \$34,319.99, and authorizing the City Manager to execute all documents necessary to effectuate the purchase.

BUSINESS

1. Proposed adoption of **Resolution No. 23-60**, approving the proposal submitted by RRM Design Group for Mendota Community Center Conceptual Programming Services, and authorizing the City Manager to execute all documents necessary to effectuate the proposal.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides input and considers Resolution No. 23-57 for adoption*
2. Discussion and consideration of **Ordinance No. 23-02**, amending Title 15 of the Mendota Municipal Code related to adoption by reference of the 2022 California Building Code and Associated Trade Codes.
 - a. *Receive report from City Manager Gonzalez*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor opens the floor to receive any comment from the public*
 - d. *Council considers introduction and waiver of the first reading of Ordinance No. 23-02 and sets a public hearing for August 8, 2023*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

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

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor

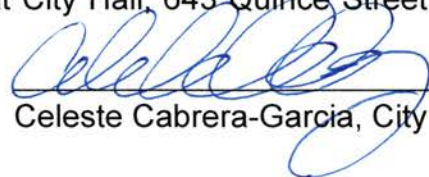
CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9 (one potential case).

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of July 25, 2023, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, July 21, 2023, at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

July 11, 2023

Meeting called to order by Mayor Martinez at 6:00 PM.

Roll Call

Council Members Present: Mayor Victor Martinez, Council Members Jose Alonso, Joseph Riofrio, and Oscar Rosales

Council Members Absent: Mayor Pro Tem Libertad “Liberty” Lopez

Flag salute led by Mayor Martinez

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

A motion was made by Council Member Rosales to adopt the agenda, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Lopez).

PRESENTATION

1. Chief of Police Smith to introduce Police Officers Juliana Lopez, Juan Perez, Shahab Yaghoubi, Brayden Grove, William Cubias, and Jeremy Dao.

Chief of Police Smith requested that Presentation No. 2 be held first.

2. Chief of Police Smith to introduce the new members of the Mendota Police Department’s Explorers Program.

Chief Smith provided information on the Mendota Police Department (“MPD”) Explorers Program, including eligibility requirements and the purpose of the program; and introduced MPD Explorers Geovanni Gutierrez, Denise Conde, Zitlahi Tamayo, Angelie Trejo, Sharlene Barrera and shared their goals.

The Council congratulated the MPD Explorers.

1. Chief of Police Smith to introduce Police Officers Juliana Lopez, Juan Perez, Shahab Yaghoubi, Brayden Grove, William Cubias, and Jeremy Dao.

Chief Smith introduced Officers Grove, Perez, Lopez, Cubias, Yaghoubi, and Dao.

The Council congratulated the Police Officers and commented on their background and work and wished them all well.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

None offered.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of June 27, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

Council Member Alonso requested that a moment of silence held in honor of Mendota residents Francisco Andrade, Anastacio Macias, and Raymond Snowden at the regular City Council meeting of June 27, 2023 be translated to Spanish.

A motion was made by Council Member Riofrio to approve items 1 and 2, seconded by Council Member Rosales; unanimously approved (4 ayes, absent: Lopez).

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. JUNE 21, 2023 THROUGH JUNE 30, 2023
WARRANT LIST CHECK NOS. 53451 THROUGH 53496
TOTAL FOR COUNCIL APPROVAL = \$1,414,041.20
2. Proposed adoption of **Resolution No. 23-45**, authorizing the final payment of retention to the contractor for the Mendota Junior High School Safe Routes To School Project – ATPL-5285(021).
3. Proposed adoption of **Resolution No. 23-46**, approving a successor Memorandum

of Understanding between the City of Mendota and Operating Engineers Local Union No. 3, on behalf of the Mendota Police Officers Association.

4. Proposed adoption of **Resolution No. 23-47**, granting a Utility Distribution Easement to the Pacific Gas and Electric Company.

A motion was made by Council Member Rosales to approve items 1 through 4, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Lopez).

BUSINESS

1. Discussion and consideration of **Resolution No. 23-48**, appointing voting delegates for the League of California Cities' Annual Conference General Assembly.

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

Discussion was held on the item.

A motion was made by Council Member Rosales to appoint Mayor Victor Martinez as the voting delegate and Council Members Alonso and Rosales as the alternate voting delegates and adopt Resolution No. 23-48, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Lopez).

2. Discussion regarding Noise Ordinances and Enforcement.

Mayor Martinez introduced the item and Assistant City Attorney Castro presented information on the City of Mendota's ("City") noise ordinances and enforcement.

Discussion was held on the information presented.

Chief Smith provided additional information on the enforcement of the City's noise ordinances.

Marcos Martinez – inquired about the City's noise ordinances.

Ofelia Ochoa – stated that her neighbors do not violate the City's noise ordinances; commented on individuals using illegal fireworks; encouraged the Council to increase the amount that individuals can be fined for different violations and requested additional education and enforcement for teenagers regarding reckless driving.

Discussion was held on Ms. Ochoa's comments.

Berta Alvaro – inquired about the City's noise ordinances.

Discussion was held on individuals who violate the City's noise ordinances.

Andres Godoy – stated that residents should abide by the noise regulations; and encouraged everyone to do their part to enforce the regulations.

Discussion was held on the item.

Amparo Maravilla – stated that her son was bit by a dog and requested that the MPD address loose dogs and requested that the MPD assist with reckless driving.

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

Veronica Gill – inquired as to whether animal noises are covered by the City’s noise ordinances.

Discussion was held on the comments made by Ms. Gill and on the item, including revising the City Noise permit application; increasing noise enforcement with decibel meters; looking into what other cities allow regarding noise levels; how the City has addressed the item in the past and potentially modifying the City’s noise ordinances.

Miriam Nunez – requested that the Council discuss concerns that local restaurant owners have.

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

A motion was made by Council Member Rosales to direct staff to increase enforcement of the City’s noise ordinances with decibel meters and staff bring the item back to a future meeting agenda to discuss an alternate Noise Permit Application and noise level requirements, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Lopez).

3. Discussion regarding Food Vendor Regulations and Enforcement.

Mayor Martinez introduced the item and Assistant City Attorney Castro presented information on the City of Mendota’s (“City”) Food Vendor Regulations and Enforcement.

Discussion was held on the information presented.

Miriam Nunez – inquired as to what restaurant owners can do to address the issue that was presented.

Discussion was held on the item.

Ali Ali – commented on his experience as a sidewalk vendor.

Discussion was held on the comments made by Mr. Ali.

Miriam Nunez – inquired as to whether her restaurant can provide delivery services.

Discussion was held on comments made by Ms. Nunez.

Marcos Martinez – commented on regulations for food vendors.

Discussion was held on enforcement of regulations for food vendors.

Raquel Garcia – inquired about the regulations for food vendors.

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

Alfredo Arambula – commented on the item.

Discussion was held on the item.

A motion was made by Council Member Alonso to direct staff to research food vendor regulations and enforcements that other cities have in place and bring back to a future meeting for discussion and to increase enforcement of regulations already set in place in the City, seconded by Council Member Rosales; unanimously approved (4 ayes, absent: Lopez).

Ali Ali – commented on the rules regarding promotional signs for businesses.

Discussion was held on the comment made by Mr. Ali.

Miriam Nunez – inquired as to whether her restaurant can sell food via a vehicle.

Discussion was held on the inquiry made by Ms. Nunez.

PUBLIC HEARING

1. Public hearing regarding the adoption of **Resolution No. 23-49**, confirming the diagram and authorizing the levy and collection of assessments for Landscape and Lighting Maintenance District No. 2019-01 for Fiscal Year 2023-2024.

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

Mayor Martinez opened the hearing to the public at 8:37 p.m. and hearing no one willing to comment closed it within the same minute.

A motion was made by Council Member Rosales to adopt Resolution No. 23-49, seconded by Council Member Alonso; unanimously approved (4 ayes, absent: Lopez).

CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of

Government Code section 54956.9 (two potential cases).

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

At 8:37 p.m. the City Council moved into closed session.

At 8:59 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to Item 2 of the closed session, all four (4) City Council members present unanimously voted in favor of beginning legal proceedings against the William Robert Johnston Municipal Airport basin encampment.

A motion was made by Council Member Rosales to table the remainder of the Agenda for a future meeting, seconded by Council Member Rosales; unanimously approved (4 ayes; absent: Lopez).

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 9:00 p.m. by Council Member Riofrio, seconded by Council Member Rosales; unanimously approved (4 ayes, absent: Lopez).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

CITY OF MENDOTA
CASH DISBURSEMENTS
07/05/23 - 07/18/23
CK# 053497 - 053564

Check Date	Check Number	Gross Check Amount	Vendor Name	Cash Account	Invoice Description
	53497		VOID		
July 5, 2023	53498	\$ 143,774.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 06/19/23 - 07/02/23
July 7, 2023	53499	\$ 1,780.90	GERARDO GALAVIZ	GENERAL	PER DIEM & MILEAGE SUPERVISOR SCHOOL 7/09/23 - 07/21/23
July 7, 2023	53500	\$ 1,780.90	SANTIAGO JURADO	GENERAL	PER DIEM & MILEAGE SUPERVISOR SCHOOL 7/09/23 - 07/21/23
July 7, 2023	53501	\$ 739.21	CALIFORNIA BUSINESS MACHINES	GENERAL,WATER,SEWER	CONTRACT OVERAGE PERIOD FOR CITY HALL AND PD JUNE 2023
July 7, 2023	53502	\$ 398.97	COOK'S COMMUNICATIONS	GENERAL	(1) LEGEND ROC BOARD, DRIVER 1/2 HOUR LABOR
July 7, 2023	53503	\$ 12,434.58	EMPLOYER DRIVEN INSURANCE SERVICE	GENERAL	CLAIMS PAID JUNE 2023
July 7, 2023	53504	\$ 41.88	GUTHRIE PETROLEUM INC	WATER,STREET,SEWER	(8.2) BLK PROPANE
July 7, 2023	53505	\$ 1,059.66	OFFICE DEPOT	GENERAL,WATER,SEWER	(1) WRISTWREST GEL, (1) TONER BLACK, (1) PUTTY FILING CABINET,(2) PAPER, (1) RETRACT BLUE PENS ,(1) POST IT NOTES
July 7, 2023	53506	\$ 32,001.73	PROVOST & PRITCHARD	GENERAL,WATER,STREETS,SEWER	PROF SERV: CONTRUCTION OF WELL 10 & EXT TRANS MAY 2023, ROJAS-PIERCE PARK IMPROVEMENTS MAY 2023
July 7, 2023	53507	\$ 11,938.50	BANKCARD CENTER	GENERAL,WATER,SEWER	AMAZON, CHEWY.COM, ADOBE, MSFT MSBILL, MENDOTA FOOD CENTER, CBI VEEAM, LEAGUE OF CALIFORNIA, CABANAS
July 7, 2023	53508	\$ 363.72	USA BLUEBOOK	WATER	(1) BLACK HDPE TUBING, (5) SCHEDULE 80 COUPLING
July 7, 2023	53509	\$ 73.21	MARIA CALLEJAS	WATER	MQ CUSTOMER REFUND FOR CAL0042
July 7, 2023	53510	\$ 120.05	LOURDES YANETH PINEDA	WATER	MQ CUSTOMER REFUND FOR PIN0011
July 7, 2023	53511	\$ 93.41	HECTOR DARIO PINEDA	WATER	MQ CUSTOMER REFUND FOR PIN0013
July 7, 2023	53512	\$ 29.63	MARIA SANCHEZ	WATER	MQ CUSTOMER REFUND FOR SAN0077
July 7, 2023	53513	\$ 133.98	LETICIA VALLEJO	WATER	MQ CUSTOMER REFUND FOR VAL0114
July 13, 2023	53514	\$ 163.61	PETTY CASH	GENERAL,WATER,SEWER	ADELANTE MENDOTA POPCORN, WATER FOR CITY HALL
July 13, 2023	53515	\$ 66,347.36	GREENWOOD FORD	GENERAL,WATER,SEWER	(1)2023 FORD F-150: VIN# 1FTFW1E54PFB73305
July 13, 2023	53516	\$ 625.00	MADERA DISPOSAL SYSTEMS INC	GENERAL	TICKET: 434702, ANIMAL CONTROL DISPOSAL (PD)
July 13, 2023	53517	\$ 2,273.35	BADGER METER	WATER	ORION CELLULAR LTE SERVICE UNIT SERVICE JUNE 2023
July 13, 2023	53518	\$ 61.30	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR JUNE 2023
July 13, 2023	53519	\$ 1,049.41	CORBIN WILLITS SY'S INC.	GENERAL,WATER,SEWER	ENHANCEMENTS AND SERVICE FEES, MAINTENENCE JUNE 2023
July 13, 2023	53520	\$ 200.00	DATA TICKET, INC.	GENERAL	DAILY CITATION PROCESS, DAILY NOTICES MAY 2023 (PD)
July 13, 2023	53521	\$ 220.00	ALBER ADONAY GAMEZ GONZALEZ	GENERAL	REFUND FOR VEHICLE RELEASE- NO LONGER WANTS VEHICLE
July 13, 2023	53522	\$ 40.00	KERWEST NEWSPAPER	GENERAL	12 MONTHS REGULAR SUBSCRIPTION JOURNAL READER
July 13, 2023	53523	\$ 700.00	LAW & ASSOCIATES	GENERAL	LAW ENFORCEMENT BACKGROUND INVESTIGATION (PD)
July 13, 2023	53524	\$ 1,420.00	MADERA POWDER	GENERAL	(3)HAND RAILS, (2) HAND RAILS, (2) ORANGE PEDESTALS
July 13, 2023	53525	\$ 540.90	PROVOST & PRITCHARD	STREETS	PROF SERV: SAFE ROUTES TO SCHOOL MASTER PLAN MAY 2023
July 13, 2023	53526	\$ 193.74	KEVIN SMITH	GENERAL	EXPENSE REIMBURSEMENT: NITRILE GLOVES (13) BOXES

CITY OF MENDOTA
CASH DISBURSEMENTS
07/05/23 - 07/18/23
CK# 053497 - 053564

July 13, 2023	53527	\$ 66.73	THE BATTERY EXCHANGE LLC	GENERAL,STREETS	TROPOS: NEW 12-18 BATTERY
July 13, 2023	53528	\$ 150.00	VORTAL	GENERAL,WATER,SEWER	CITY WEBSITE HOSTING AND MAINTENENCE- JUNE 2023
July 17, 2023	53529	\$ 575.00	ADT SECURITY SERVICES	GENERAL,WATER,SEWER	SECURITV SERV 07/13/23 - 08/12/23 DMV AND CITY HALL, SECURITY SERV. 07/07/23 - 09/30/23 ROJAS CONCESSION STAND
July 17, 2023	53530	\$ 29,854.91	AETNA LIFE INSURANCE COMPANY	GENERAL	MEDICAL INSURANCE FOR JULY 2023
July 17, 2023	53531	\$ 5,558.88	AMERITAS GROUP	GENERAL	VISION AND DENTAL INSURANCE FOR AUGUST 2023,
July 17, 2023	53532	\$ 10,423.99	AMERICAN PAVING CO.	STREETS	FINAL RETENTION PAYMENT SAFE ROUTES TO SCHOOL
July 17, 2023	53533	\$ 125.78	AUTOZONE, INC.	GENERAL	(1) BRAKE FLUID, (2) YELLOW JACKET, (1)TURTLE WAX MAX POWER CAR WASH (PD)
July 17, 2023	53534	\$ 3,015.00	AVALON STUDIOS	GENERAL	REMAINDER BALANCE AND FREIGHT OF LION DRINKING FOUNTAIN- INCLUSIVE PARK
July 17, 2023	53535	\$ 18,000.00	BYRON R. BAKER	GENERAL	POLICE DEPARTMENT LEASE PAYMENT JULY - DECEMBER 2023
July 17, 2023	53536	\$ 93.57	CALIFORNIA BUSINESS MACHINES	GENERAL,WATER,SEWER	CONTRACT BASE RATE 07/01/23 - 07/31/23 FOR CITY HALL AND PD
July 17, 2023	53537	\$ 250.00	CCAC	GENERAL,WATER,SEWER	2023 - 2024 MEMBERSHIP DUES FOR CITY CLERK
July 17, 2023	53538	\$ 328,432.00	CSJVRMA	GENERAL	2023/2024 1ST QUARTER DEPOSIT
July 17, 2023	53539	\$ 1,995.22	COMCAST	GENERAL,WATER,SEWER	CITYWIDE XFINITY PHONE & INTERNET 07/06/23 - 08/05/23
July 17, 2023	53540	\$ 864.88	CORE & MAIN LP	WATER	(30) 2X1/8 DROP-IN MTR WASHER, (6) P15451N 2 CPLG
July 17, 2023	53541	\$ 1,065.07	CROWN SERVICES CO.	GENERAL,SEWER	TOILET 2XWK W/ SINK- 350 SORENSEN (ROJAS PARK), 1300 2ND ST (WWTP), BASS AVE (POOL PARK)
July 17, 2023	53542	\$ 1,037.00	EMPLOYER DRIVEN INSURANCE SERV	GENERAL	BILLING SUMMARY FOR JULY 2023
July 17, 2023	53543	\$ 201.30	FRESNO COUNTY SHERIFF	GENERAL	23- PRISONER PROCESSING SERVICE 4TH QTR 4/1/23 - 6/30/23
July 17, 2023	53544	\$ 1,349.62	GRAINGER INC.	GENERAL	(1) PORTABLE EVA PORATIVE COOLER-DOG KENNELS (PD)
July 17, 2023	53545	\$ 35,300.10	GUTHRIE PETROLEUM INC	GENERAL,WATER,SEWER, STREETS	(500 GAL) UNLEADED GASOLINE, (1584 GAL) DIESEL FUEL NO.2, (6947 GAL) UNLEADED GASOLINE
July 17, 2023	53546	\$ 50.00	LOS AMADORES	GENERAL	WELLNESS ARRANGEMENT
July 17, 2023	53547	\$ 2,500.00	OPHELIA LUGO MARADIAGA	GENERAL	NATIONAL NIGHT OUT SUPPLIES (PD)
July 17, 2023	53548	\$ 1,982.47	MUTUAL OF OMAHA	GENERAL	LIFE AD & D LTD STD INSURANCE FOR JULY 2023
July 17, 2023	53549	\$ 375.00	NEXUS ADMINISTRATORS, INC.	GENERAL,WATER,SEWER	QUARTERLY 2023 RETIREMENT PLAN BASE FEE
July 17, 2023	53550	\$ 246.23	RAMON'S TIRE & AUTO	WATER,SEWER,STREETS	FORD F-250 #13: TIRE INSTALL PACKAGE, TIRE DISPOSAL
July 17, 2023	53551	\$ 290.00	SAN JOAQUIN VALLEY AIR	WATER,SEWER	23/24 ANNUAL PERMIT TO OP: DIESEL-FIRED STANDBY GENERATOR
July 17, 2023	53552	\$ 40.25	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 07/01/23 - 07/20/23 (PD)
July 17, 2023	53553	\$ 120.00	TOP DOG TRAINING CENTER	GENERAL	MONTHLY MAINTENANCE: K-9 TRAINING VACA & YANOSCH
July 17, 2023	53554	\$ 5,000.00	TOWNSEND PUBLIC AFFAIRS, INC.	GENERAL,WATER,SEWER	CONSULTING SERVICES FOR JULY 2023
July 17, 2023	53555	\$ 295.29	TRIANGLE ROCK PRODUCTS,LLC	GENERAL,WATER,SEWER, STREETS	(16.35) WASHED CONCRETE SAND, AGG&ASPHALT
July 17, 2023	53556	\$ 600.00	UNITED HEALTH CENTERS	GENERAL,WATER,SEWER	(3) PRE-EMPLOYMENT PHYSICAL EXAMS
July 17, 2023	53557	\$ 146.50	UNIFIRST CORPORATION	GENERAL,WATER,SEWER	(1) WETMOP, (2) MOPS-UNFRAMED,(100)TERRY CLOTHS

CITY OF MENDOTA
 CASH DISBURSEMENTS
 07/05/23 - 07/18/23
 CK# 053497 - 053564

July 17, 2023	53558	\$ 865.38	UNITED RENTALS (NORTH AMERICA)	GENERAL,WATER,SEWER, STREETS	(1) FORKLIFT WHSE 5000# JULY 01-17 2023
July 17, 2023	53559	\$ 111.15	USA BLUEBOOK	WATER	(1) HDPE TUBING BLACK- CL17 TUBING REPAIR
July 17, 2023	53560	\$ 243.80	VERIZON WIRELESS	GENERAL,WATER,SEWER	CITYWIDE CELL SERVICE FOR 07/01/23 - 07/06/23
July 17, 2023	53561	\$ 720.00	VETERINARY MEDICAL CENTER	GENERAL	16 CITY EUTHANASIA (PD)
July 17, 2023	53562	\$ 150.00	VORTAL	GENERAL,WATER,SEWER	CITY WEBSITE HOSTING & MAINTENANCE- JULY 2023
July 17, 2023	53563	\$ 843.36	VULCAN MATERIALS COMPANY	STREETS	(9.29)ST 3/4IN HMA TYPE A, AGG & ASPHALT FEE
July 18, 2023	53564	\$ 463.26	PETTY CASH	GENERAL,WATER,SEWER	COUNCIL MEETING SUPPLIES, PARKING RECIEPT FOR PROP 64 MEETING, ADELANTE MENDOTA KARAOKE NIGHT

\$ 734,000.74

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING THE PUBLICATION OF A REQUEST FOR PROPOSALS FOR THE PURCHASE AND POTENTIAL DEVELOPMENT OF CITY-OWNED REAL PROPERTY
DATE: JULY 25, 2023

ISSUE

Should the City Council adopt Resolution No. 23-50, authorizing the publication of a Request for Proposals for the Sale and Development of City Real Property?

BACKGROUND

The City of Mendota owns Fresno County Assessor’s Parcel No. 013-030-72ST that consists of approximately 49.6 acres of land. In 2021, the City Council declared approximately 10 acres of the 49.6 acres of the property surplus as defined by California Government Code Section 54221 and directed staff to initiate the process outlined in the Surplus Land Act (“SLA”) to dispose of the property.

In March 2022, the City received notice from the California Department of Housing and Community Development that it had met all requirement under the SLA for the purposes of disposing of the 10 acres of surplus land, and that it could proceed with the sale of the property. Recently, the City Council provided direction to proceed with the potential sale of the property through a Request for Proposals process.

ANALYSIS

The surplus property is located within the Light Manufacturing Industrial zone district [M-1] and has a land use designation of Light Industrial. The property is also part of the City’s Commercial Cannabis Overlay District. The overlay district is meant to facilitate the establishment of commercial cannabis businesses in the City while still allowing the uses under the M-1 district. It also permits specified uses within the Overlay District that would otherwise be prohibited by the Zoning Ordinance, but only if a Conditional Use Permit (“CUP”) is first obtained. These uses are: (1) indoor cannabis cultivation, (2) cannabis manufacturing, (3) cannabis testing, and (4) cannabis distribution, (5) outdoor cannabis cultivation and (6) cannabis non-storefront dispensaries. The property is currently unused.

In light of the foregoing, City staff has prepared a Request for Proposals for the Sale and Potential Development of City Surplus Real Property (the “RFP”) for consideration by interested members of the public. The RFP seeks proposals to develop a 10-acre portion of the approximate 49.6-acre parcel, which is depicted in Exhibit “A” (the “Property”). A copy of the proposed RFP is attached as Exhibit “B.”

The RFP is open as to which potential land uses prospective applicants may propose. However, the RFP notes that certain uses relating to cannabis are permitted, subject to a Conditional Use Permit, as a result of the Property's location within the City's Overlay District.

The RFP contemplates that the City will begin accepting proposals when this RFP is issued and will continue to accept proposals until 5:00 pm on August 25, 2023. It is anticipated that the City Council will meet on September 26, 2023, for the purpose of considering all proposals.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-50, authorizing the publication of a Request for Proposals for the Purchase and Potential Development of City-Owned Real Property.

Attachments:

1. Resolution No. 23-50
2. Exhibit "A" – Image showing Potential Parcel for Sale
3. Exhibit "B" - Request for Proposals for the Sale and Potential Development of City Real Property

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE PUBLICATION OF A REQUEST FOR
PROPOSALS FOR THE PURCHASE AND
POTENTIAL DEVELOPMENT OF CITY-OWNED
REAL PROPERTY**

RESOLUTION NO. 23-50

WHEREAS, the City of Mendota (the "City") owns real property consisting of approximately 49.6 acres that is located along the eastern border of the City, as more particularly detailed in Exhibit "A" attached hereto; and

WHEREAS, the City intends to sell all, or a portion of, a 10-acre area within the 49.6-acre parcel, depicted on Exhibit "A" (the "Property"), to promote economic development within the City; and

WHEREAS, the California Department of Housing and Community Development has previously determined that the City as met all applicable noticing requirements under the Surplus Land Act such that the City may proceed with the sale of the Property; and

WHEREAS, the Property is located in the City's Commercial Cannabis Overlay District (the "Overlay District") which authorizes certain commercial cannabis uses therein, subject to a development agreement and compliance with all applicable State laws; and

WHEREAS, City staff prepared a Request for Proposals ("RFP") inviting developers to submit proposals for the purchase and development of the Property, attached hereto as Exhibit "B."

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the publication of the RFP for the purchase and development of the Property in substantially the form attached hereto as Exhibit "B"; and

BE IT FURTHER RESOLVED, that the City Manager, or his designee, is authorized to execute all documentation as may be required to effectuate the issuance of the RFP for the purchase and potential development of the Property.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

EXHIBIT B



CITY OF
MENDOTA

REQUEST FOR PROPOSALS

FOR THE PURCHASE AND POTENTIAL DEVELOPMENT OF CITY REAL PROPERTY

Dated: July 20

TABLE OF CONTENTS

I. INTRODUCTION 3

II. BACKGROUND 3

III. THE PROPERTY. 4

IV. THE PROJECT. 5

V. GENERAL PROPOSAL REQUIREMENTS. 6

VI. SPECIFIC PROPOSAL REQUIREMENTS 6

VII. SELECTION PROCESS & CRITERIA. 8

VIII. PROPOSAL SUBMISSION 9

IX. LIMITATIONS AND CONDITIONS 9



I. INTRODUCTION

The City of Mendota is seeking proposals from qualified parties (“Respondents”) to purchase and potentially develop certain real property consisting of approximately 10-acres located along the eastern border of the City, as more particularly identified below in Exhibit “A” attached hereto (the “Property”). Proposals for development of the Property may include any lawful use under California Law.

Respondents are encouraged to submit a proposal in accordance with the requirements set forth herein. The City will review all submitted proposals in accordance with the Selection Process & Criteria discussed below. If the City is able to reach an agreement with any of the Respondents, the specific terms and legal considerations of the sale will be documented in a formal Purchase and Sale Agreement (“PSA”) to be entered into by the City and the successful Respondent.

II. BACKGROUND

The Property comprises a 10-acre portion of a 49.6-acre parcel within the City. The Property is located within a Light Manufacturing Industrial zone district [M-1] and has a land use designation of Light Industrial. The City is open to considering proposals to modify the zoning and/or land use designation of the Property, as well as proposals to sell less than 10-acres.

Respondents should also note that the Property is located within the City’s Commercial Cannabis Overlay District (“Overlay District”). The Overlay District was created to facilitate the establishment of commercial cannabis businesses in the City. Mendota Municipal Code (“MMC”). Chapter 17.99 of the MMC maintains the Zoning Ordinance’s existing use classifications and development standards within the Overlay District.

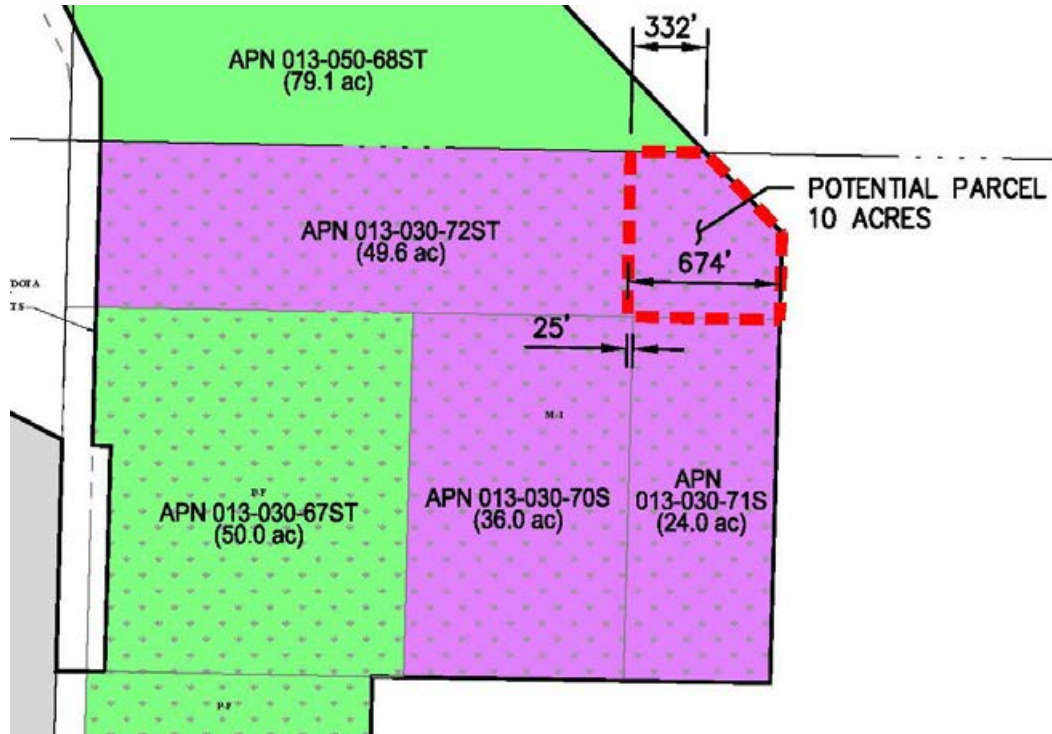
To the extent any proposal seeks to engage in activities authorized under MMC Chapter 17.99, prospective Respondents should note that the MMC requires the Respondent to obtain a Conditional Use Permit (“CUP”) before engaging in commercial cannabis activity in the Overlay District. MMC Chapter 17.99 incorporates existing CUP procedures but supplements these procedures by requiring that additional findings be made before a CUP may be granted. These additional findings are designed to ensure that the activity permitted in the Overlay District does not negatively impact other land uses or the health, safety, and welfare of the citizens of Mendota.

Among other things, MMC Chapter 17.99 requires a finding that the Respondent and the City have entered into a development agreement. The development agreement would contain the specific requirements that the Respondent must adhere to in order to develop the subject property for the proposed use. This approach is intended to allow City officials the flexibility to regulate the proposed land use based on the particulars of the proposed use, rather than mandating specific requirements that may not be necessary or appropriate under the circumstances of a particular case. Additionally, it is contemplated that the development agreement will contain revenue-raising provisions, such as a fee based on the property’s square footage, and, potentially, a fee based on the business’s gross revenues. By incorporating these provisions into the development agreement, the City would have the freedom to devise revenue-raising measures without the need to hold an election for the imposition of a new tax as required by Proposition 218.

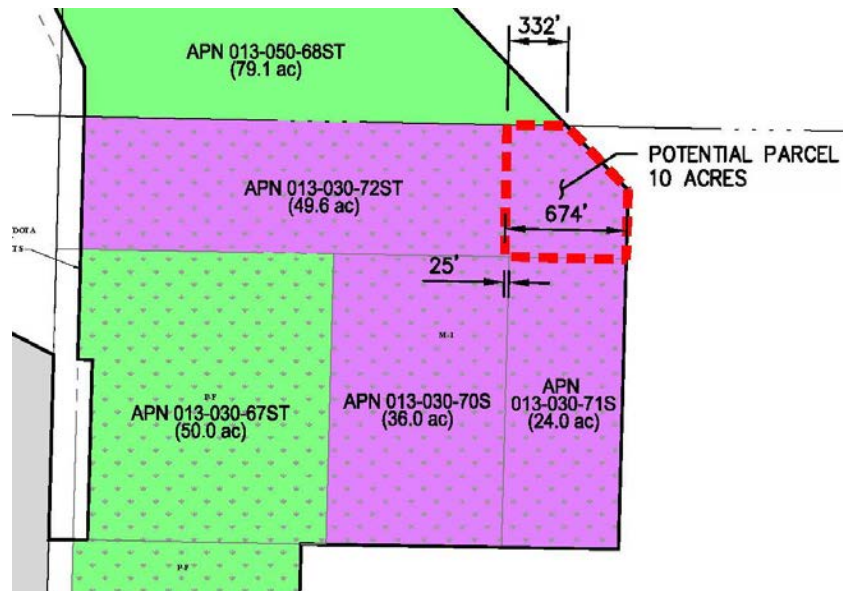
Respondents should also note that, because the Property is part of a larger parcel, the Respondent would be required to seek an adjustment of the parcel prior to the transfer of title to the Property.

III. THE PROPERTY

As noted above, the Property is a 10-acre portion of a larger parcel (A.P.N. 013-030- 72ST), consisting of approximately 49.6 acres of real property located along the eastern border of the City's limits. The existing 49.6-acre parcel is depicted below:



The City does not intend to sell the entirety of the 49.6-acre parcel, but instead seeks to sell a 10-acre portion of the Property, which would require, *inter alia*, an adjustment of the existing parcel. The portion of the Property the City intends to sell is generally depicted as follows:



The Property is zoned with the M-1 designation [Light Manufacturing Industrial] and is within the City’s Commercial Cannabis Overlay District, which authorizes commercial cannabis uses subject to obtaining a CUP.

The Property is surrounded by land owned by River Ranch LLC (used for agricultural purposes, kept vacant, or for vehicular travel or easement), Odyssey Agricultural Holdings, LLC (used for cannabis cultivation), Boca Del Rio Agricultural Holdings, LLC (used for cannabis cultivation) and the City of Mendota (used as leased land, currently with photovoltaic installations) or as part of the wastewater treatment system (principally for effluent storage and disposal). There are currently no improvements on this land.

IV. THE PROJECT

The City desires to sell the Property to an individual or entity capable of developing the Property to maximize benefits to the City and its residents. Please note that the City would be principally interested in developing the Property for commercial cannabis uses authorized by the MMC. The City of open to considering proposals that would require less than 10 acres. Under any circumstance, however, the Respondent would be required to obtain an adjustment of the parcel.

V. GENERAL PROPOSAL REQUIREMENTS

While attempting to allow potential Respondents the latitude to draft responses which meet their individual needs, the City wishes to provide some general guidelines regarding what it is looking for in a successful Respondent.

- City seeks a responsible, experienced developer capable of overseeing and implementing all phases of planning and development.
- City seeks a proposal that would maximize the benefit to the City from a financial perspective.
- To the extent the Respondent proposes a development project under MMC Chapter 17.99, the City seeks a developer with significant experience developing property for cannabis cultivation and related uses, or for functionally similar purposes.

VI. SPECIFIC PROPOSAL REQUIREMENTS

The City encourages qualified persons and/or private business firms to submit proposals in response to this RFP. Proposals shall include the following:

- The total amount Respondent is willing to pay to purchase Property;
- A narrative description of the proposed project;
- The square footage of the proposed project, including a phasing schedule, and a planned full buildout timeframe;
- The number of individuals employed by Respondent, including whether the project will employ, or make a best effort at employing, Mendota residents for 50% or more of its employees;
- An explanation of how Respondent intends to incorporate local contractors and purchase goods and materials locally;
- An explanation of how Respondent intends to engage meaningful, impactful outreach to the community;
- The wages for all levels of Respondent's employees, including office staff, cultivation staff, etc.;
- The estimated cost of the project in all phases and full buildout;
- To the extent the Respondent seeks to develop under MMC Chapter 17.99, a description of comprehensive security plans that will be implemented at the Property;
- Background information on Respondent's principals and investors, including:

- Whether any principal or investor has been found guilty of, or pled no contest to, a misdemeanor or felony and, if so, the relevant facts and circumstances, and
- Whether any principal or investor has ever declared bankruptcy, either in their personal capacity or in connection with their business operations;
- A project pro-forma demonstrating that due diligence has occurred and questions such as the availability and source of water, power grid interconnectivity costs, and improvement costs related to water, sewer, drainage, and roads have been accounted for;
- Information on the type of investment used to capitalize the project (e.g., venture capital, equity, angel, institutional), including the amount of the commitment from each source (Note: This information will not be made public and will only be discussed in closed session.);
- To the extent the Respondent seeks to develop under MMC Chapter 17.99, a proposal for the payment of the City's quarterly cannabis cultivation taxes, including whether the Respondent will be responsible for all tax payments from tenants or whether Respondent's tenants will be responsible for individually paying their taxes directly to the City. (As noted above, the City would prefer an arrangement where the Respondent is responsible for all tax payments from tenants.);
- References for at least three prior projects. References shall include the reference's name, title, affiliation, contact information, and a brief description of the relevant project.
- To the extent Respondent seeks to develop under MMC Chapter 17.99, a narrative description of whether the Respondent has applied and/or received any state license for commercial cannabis operations, and, if not, the steps Respondent has taken, or intends to take, to obtain such license, including an estimated timeframe for the receipt of a state license and whether the Respondent is eligible for priority status pursuant to Business and Professions Code section 26054.2(a).

VII. SELECTION PROCESS & CRITERIA

After the deadline for submission, the City Manager will evaluate all timely submitted proposals and invite any qualified Respondent(s) to present their proposal(s) to the evaluation subcommittee. The evaluation subcommittee will consider and evaluate the proposal(s) and provide a recommendation to the entire City Council for the selection and approval of the final selected proposal. It is anticipated that the City Council will render a final determination regarding whether to move forward with the sale and development of the property and approve the finalist at its regular meeting scheduled for September 26, 2023. If asked to present their proposal(s) to the subcommittee and/or City Council, Respondent(s) should be prepared to discuss the proposal in detail and to answer questions from the subcommittee, Council, and staff. The following criteria will be used to evaluate the Respondents' qualifications:

- Consistency of development concept with City objectives of: (i) generating employment opportunities for the City's residents; (ii) establishing a consistent source of revenue that can be used to benefit the City and its residents; and (iii) protecting the City and its residents from any negative impacts associated with the proposal;
- Design quality of any prior, similar completed projects;
- Type and feasibility of the Respondent's proposal;
- Experience of Respondent and Respondent's employees with similar projects;
- Financial capacity to obtain funding commitments and fund pre-development costs;
- Commitment to provide open space or sustainability features;
- Experience with community engagement during entitlement processes and proposed processes;
- Results of staff's evaluation of applicant's references;
- Proposed Property sale price; and
- Completeness and thoroughness of the applicant's responses to the application's required contents.

If a Respondent is selected to undertake their proposed project, the Respondent will be expected to:

- Enter into an Exclusive Negotiating Rights Agreement ("ENRA") with the City. The ENRA will provide a timeline and process for the negotiation of the Purchase and Development Agreement;
- Remit a performance payment, and compensate the City for staff, consultant, and legal counsel costs;
- Commence the entitlement and environmental review process for the development, including the payment of all applicable fees; and

- Agree to certain pre-sale requirements in the PSA, including the receipt of permits and approvals, financing conditions, terms of the PSA, and conditions for development of the proposed project.

VIII. PROPOSAL SUBMISSION

The City will begin accepting proposals when this RFP is published and will continue to accept proposals until 5:00 pm on August 25, 2023. It is anticipated that the evaluation subcommittee will meet on an agreed date/time, to be determined in the future but, between the dates of August 28, 2023, through September 8, 2023, for the purpose of considering all proposals submitted. It is also anticipated that the City Council will meet on September 12, 2023, for the purpose of considering the recommendation from the subcommittee and render a final determination on the sale and development of the Property.

Proposals must be complete, clear, and concise. Submit the proposal in standard pdf format by e-mail attachment(s) to cristian@cityofmendota.com, or by mail or delivery to the following address:

Mendota City Hall
Attn: Cristian Gonzalez, City Manager
643 Quince St
Mendota, CA 93640

All proposals shall be sealed and clearly marked: "Proposal for Sale and Potential Development of Property." Respondents shall be solely responsible for ensuring its proposal arrives to the City by the deadline set forth above. The City shall not be responsible for any issues arising from mail delivery or circulation.

IX. LIMITATIONS AND CONDITIONS

1. The City reserves the right to reject any and/or all responses, or to withhold the award for any reason. The City may also waive or decline to waive irregularities in any response.
2. The City reserves the right to request additional information from any Respondent.
3. The City reserves the right to extend the deadline for submissions in response to this RFP.
4. The City reserve the right to waive any of the requirements of this RFP.
5. The City may begin negotiations with selected Respondents at the City's discretion. The City anticipates negotiations regarding terms of sale to take place after the deadline for proposal submission. If negotiations are successful, the City Council may invite one or more Respondents to present its/their proposal(s) to the Council.
6. Upon selection of a Respondent, the City shall provide a Purchase and Sale Agreement for execution which will set forth the terms of the sale and development of the Property.
7. This RFP and any statements made by City staff or representatives are not a contract or a commitment of any kind by the City, do not commit the City to award an exclusive negotiating

agreement, nor constitute an offer to sell the Property.

8. Respondent developers are responsible for all costs associated with preparing their submissions. No reimbursement will be made by the City for any cost incurred in preparation of a response to this RFP.

9. The issuance of this RFP does not constitute an agreement by the City that the City Council will approve any contract or that the City will enter into any contract.

10. While the City is open to considering proposals contemplating the purchase of less than 10 acres, the City will not consider proposals contemplating the purchase and use of fewer than 5 acres.

11. The City will require any successful Respondent agree to begin construction and complete any project expeditiously.

12. The City will impose reasonable prohibitions against the re-sale of the Property, including, but not limited to, providing the City with a right of first refusal to purchase the Property at the purchase price paid by the Respondent.

13. Respondent's Duty to Investigate:

a. It is the sole responsibility of the Respondent to investigate and determine the conditions of the Property, including existing and planned utility connections, the suitability of the conditions for any proposed improvements, the status of any hazardous material remediation, and the need for any additional remediation of the Property.

b. The information presented in this RFP and in any report or other information provided by the City is provided solely for the convenience of the interested parties. It is the responsibility of interested parties to assure themselves that the information contained in this RFP or other documents is accurate and complete. The City and its employees and advisors provide no representations, assurances, or warranties pertaining to the accuracy of the information and no person responding to this RFP is entitled to rely upon any of the information provided.

14. All responses to this RFP shall become the property of the City. The City may use any and all ideas and materials included in any submittals, whether or not the Respondent is selected as the developer.

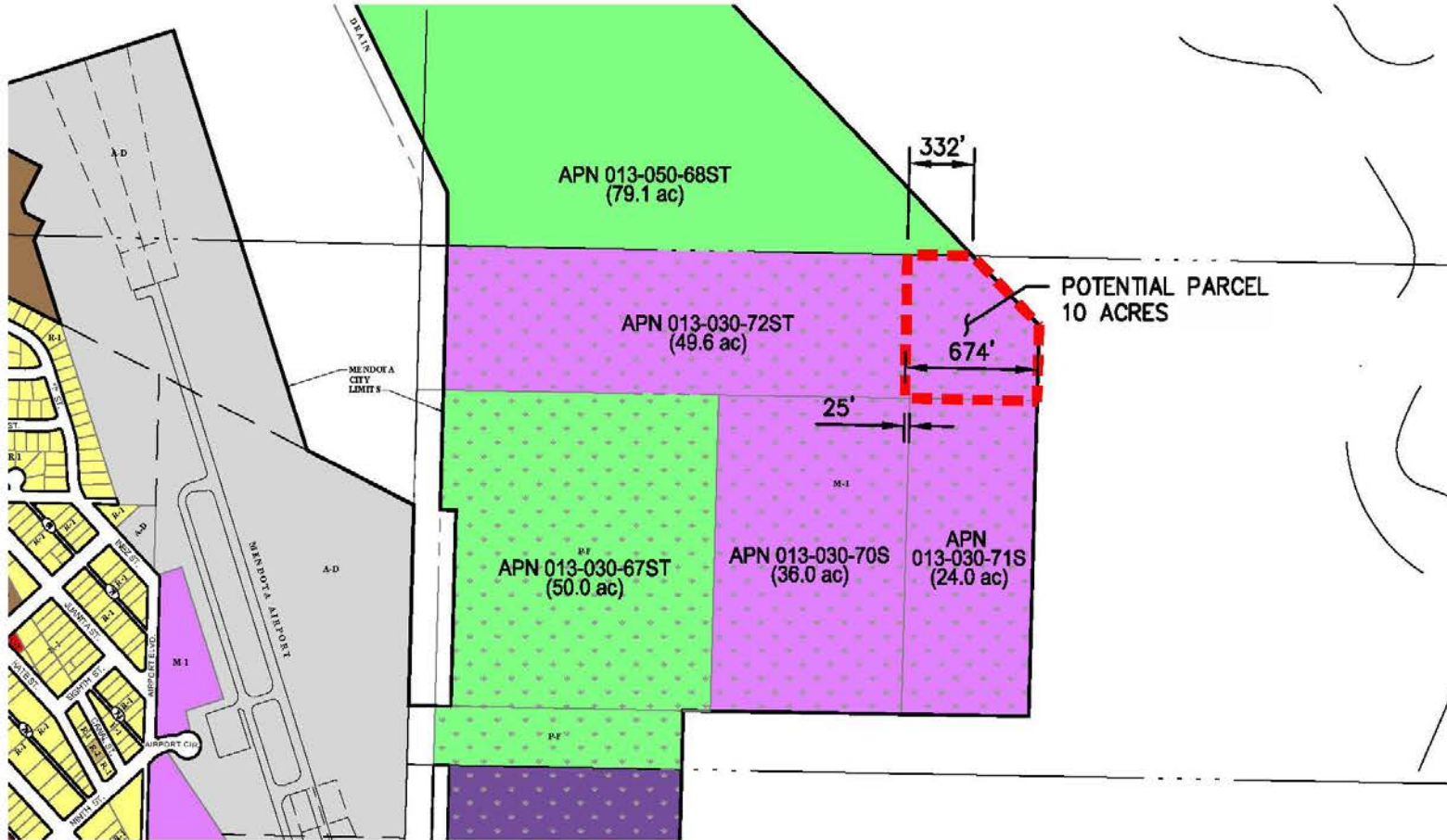
15. Proposals and all other information and documents submitted in response to this RFP are subject to the California Public Records Act, California Government Code § 6250 *et seq.*, which generally mandates the disclosure of documents in the possession of the City upon the request of any person, unless the content of the document falls within a specific exemption category.

16. "As-Is" Property Condition. The Property will be sold to the successful Respondent in an "as-is" condition, without representation or warranty by the City as to physical or environmental conditions of the land or any existing structures. The City makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of construction of any work, development, construction, or occupancy of the Property. Respondents will be responsible for independently reviewing all available information that may be available about existing conditions, and undertaking independent analysis of site conditions, including any environmental, health, and/or safety issues.

17. The City will not pay for any broker's commission and/or finder's fee applicable to the purchase of the Property. Therefore, any commission and/or finder's fee to be paid to any broker or representative of the successful Respondent shall be paid directly by the successful Respondent by a separate arrangement which does not involve the City.

EXHIBIT A

The easternmost 10± acres of Fresno County Assessor's Parcel No. 013-030-72ST, consisting of an irregular pentagonal shape with dimensions of approximately 740 feet north-to-south and 674 feet east-to-west, the northeastern portion of which is truncated along a diagonal line. The property is situated within the city limits of the City of Mendota, in the northwest corner of Section 32 of Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the documents on record at the office of the Recorder of Fresno County. See attached Exhibit Map.



EST. 1968
PROVOST & PRITCHARD
 CONSULTING GROUP
 An Employee Owned Company

COMMERCIAL CANNABIS OVERLAY DISTRICT
 POTENTIAL PARCEL FOR SALE
 CITY OF MENDOTA
 FRESNO COUNTY

EXHIBIT A

DESIGN ENGINEER:
 M.OSBORN
 DATE: 07/18/2023
 JOB NO: 333620009
 SHEET **1** OF **1**

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE PROPOSAL AND CONSULTANT SERVICES AGREEMENT FROM PROVOST & PRITCHARD CONSULTING GROUP, INC. FOR PLANNING SERVICES FOR THE PHASE 1: MENDOTA AIRPORT CONCEPTUAL LAND PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-51, approving the Proposal and Consultant Services Agreement from Provost & Pritchard Consulting Group, Inc. for Planning Services for the Phase 1: Mendota Airport Conceptual Plan and authorizing the City Manager to execute all necessary documents?

BACKGROUND

The William R. Johnston Municipal Airport (“Airport”) is located within the City of Mendota (“City”) and has been inactive for several years; its permit was suspended by the California Department of Transportation (“Caltrans”) in October 2022. Due to the high cost of the repair and restoration of the Airport, the City Council has directed staff to close the Airport and explore alternate land-uses for the approximate 110-acre Airport property. The City has initiated the process of formally decommissioning the Airport and would like to explore opportunities for the redevelopment of the property as well as facilitate development through approval of the appropriate land use planning documents.

ANALYSIS

To initiate the most appropriate land use planning process, a better understanding of the City’s needs and preferences for types of uses and level of control over the development of the Airport property is essential. Therefore, staff has solicited a proposal to retain the City Planner, Provost & Pritchard Consulting Group, Inc., to provide their planning services for the first phase of this planning effort as described in the attached Proposal.

FISCAL IMPACT

The fiscal impact for this item is a total of \$49,500.00. Funding for this item was not previously allocated in the City’s budget for Fiscal Year 2023-2024, but it has been determined that funding is available to be allocated for the costs out of the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-51, approving the Proposal and Consultant Services Agreement from Provost & Pritchard Consulting Group, Inc. for Planning Services for the Phase 1: Mendota Airport Conceptual Plan and authorizing the City Manager to execute all necessary documents.

Attachments:

1. Resolution No. 23-51
2. Exhibit "A" – Consultant Services Agreement
3. Exhibit "B" – Proposal

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE PROPOSAL AND CONSULTANT
SERVICES AGREEMENT FROM PROVOST
& PRITCHARD CONSULTING GROUP, INC.
FOR PLANNING SERVICES FOR THE
PHASE 1: MENDOTA AIRPORT CONCEPTUAL
LAND PLAN AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL NECESSARY
DOCUMENTS**

RESOLUTION NO. 23-51

WHEREAS, the City of Mendota (“City”) owns and maintains the William R. Johnston Municipal Airport (Federal Aviation Administration (“FAA”) Site No. 1882.2*A) and the approximately 110 acres of property on which the airport is situated; and

WHEREAS, in October 2022, the California Department of Transportation (“Caltrans”) suspended the City’s airport permit subject to costly repairs; and

WHEREAS, due to the high cost of repairs, the low use of the airport for years before the suspension of the permit, and the greater needs of the City’s residents, the City Council directed staff to explore options for the redevelopment of the airport property; and

WHEREAS, on July 7, 2023, the City delivered a letter to Caltrans and the FAA requesting the revocation of the airport permit; and

WHEREAS, the City intends to retain the City Planner, Provost & Pritchard Consulting Group, Inc., to provide planning services necessary to determine the future of the airport property; and

WHEREAS, the City Planner has submitted a Proposal and Consultant Services Agreement that is acceptable to City staff.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the Consultant Services Agreement and Proposal submitted by Provost & Pritchard Engineering Group, Inc., in substantially the form attached hereto as Exhibits “A” and “B,” respectively, and that the City Manager, or his designee, is hereby authorized to execute all documents required to effect each agreement.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

CONSULTANT SERVICES AGREEMENT

CSA NO:

City of Mendota Client/Agency	P23-380 Proposal No.
Cristian Gonzalez Attention	(559) 655-3291 x105 Telephone
City of Mendota Bill to	(559) 655-4064 Fax
643 Quince Street Billing Address	cristian@cityofmendota.com Email
Mendota, CA 93640 City, Zip Code	
Phase 1: Mendota Airport Conceptual Land Plan Project Title	Mendota, CA Location

DESCRIPTION OF SERVICES

Please refer to the attached proposal dated July 18, 2023, "Planning Services for Phase 1: Mendota Airport Conceptual Land Plan, Mendota, California."

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

TERMS AND CONDITIONS

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

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

DOCUMENTS

4. Client acknowledges that all reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by Consultant (collectively Work Product) are instruments of service which shall remain the property of Consultant and may be used by Consultant without the consent of Client. Consultant shall retain all common law, statutory law and other rights, including copyrights. Consultant grants Client a perpetual, royalty-free fully paid-up, nonexclusive and irrevocable license to copy, reproduce perform, dispose of, use and re-use the Work Product in connection with the Project, in whole or in part, and to authorize others to do so for the benefit of Client. Client acknowledges that its right to utilize Work Product pursuant to

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

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

LIMITATIONS

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

INDEMNIFICATION

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

FINANCIAL

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

LIMITATION OF LIABILITY

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

DISPUTE RESOLUTION

20. In an effort to resolve any conflicts or disputes that arise regarding performance under this agreement by either party, Client and Consultant agree that all such disputes shall be submitted to nonbinding mediation, using a

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

CONSTRUCTION PROJECTS

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

SUSPENSION AND TERMINATION

26. If the Project or the Consultant's services are suspended by the Client for more than thirty (30) consecutive calendar days, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

27. If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.
28. If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach that caused the Consultant to suspend services, the Consultant shall resume services, and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
29. Client acknowledges Consultant has the right to complete all services included in this agreement. In the event this agreement is terminated before the completion of all services, unless Consultant is responsible for such early termination, Client agrees to release Consultant from all liability for services not performed or completed by Consultant and from liability for any third-party reliance, use, interpretation or extrapolation of Consultant's work product. In the event all or any portion of the services by Consultant are suspended, abandoned, or otherwise terminated, Client shall pay Consultant all fees and charges for services provided prior to termination, not to exceed the contract limits specified herein, if any. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as extra services pursuant to Section 26. Client acknowledges if project services are terminated for the convenience of Client, Consultant is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to Section 31.
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.

City of Mendota
Client/Agency

By
Cristian Gonzalez
Name
City Manager
Title

Provost & Pritchard Engineering Group, Inc.,
dba Provost & Pritchard Consulting Group

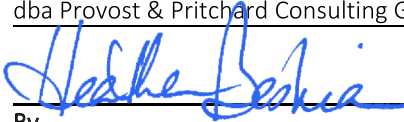

By
Heather Bashian
Name
Director of Operation
Title

EXHIBIT B

PROVOST & PRITCHARD CONSULTING GROUP

455 W Fir Ave • Clovis, CA 93611 • (559) 449-2700
www.provostandpritchard.com

July 18, 2023

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

Subject: Planning Services for Phase 1: Mendota Airport Conceptual Land Plan, Mendota, California

Dear Mr. Gonzalez:

Thank you for the opportunity to submit this proposal to provide planning services for the above project. This proposal discusses our understanding of the City of Mendota's request for assistance in identifying a land plan and preparing the related planning documents for the land currently utilized for the William R. Johnston Municipal Airport. Our approach is to propose two phases of work, including Phase 1: Mendota Airport Conceptual Land Plan and Phase 2: Plan Preparation and Adoption.

This proposal outlines a recommended scope of work for Phase 1: Mendota Airport Conceptual Land Plan, including tasks, associated fees, deliverables, and approximate schedules, and sets forth our assumptions for the work. A separate proposal and scope of work will be prepared for Phase 2: Plan Preparation and Adoption following completion of Phase 1.

PROJECT UNDERSTANDING

The William R. Johnston Municipal Airport (Airport) is located within the City of Mendota and has been inactive for several years; its permit was suspended by Caltrans in October 2022. Due to the high cost of the repair and restoration of the airport, the City Council has directed staff to close the Airport and explore alternate land-uses for the Airport property. The City of Mendota has initiated the process of formally decommissioning the Airport and would like to explore opportunities for the redevelopment of the property as well as facilitate development through approval of the appropriate land use planning documents. To initiate the most appropriate land use planning process, a better understanding of the City's needs and preferences for types of uses and level of control over the development of the Airport property is essential. Therefore, we are proposing an approach that includes the following two phases.

- **Phase 1: Mendota Airport Conceptual Land Plan.** Summarize existing conditions and trends in Mendota, identify opportunities and constraints relative to the Airport property, and receive input from the public and decision makers on the types of uses to be considered for development of the property. Phase 1 will include development of up to three conceptual land plans for consideration by the City, selection of a preferred land plan, and a recommendation for the type of planning document most suited to achieve the City's vision for the property.
- **Phase 2: Plan Preparation and Adoption.** Based on the outcome of Phase 1, the Provost & Pritchard team will move forward with preparation of the selected type of planning document for review and approval by the City of Mendota.

\\ppeng.com\pzd\data\docs\Marketing\Proposals\2023\City of Mendota - Airport Land Use Plan Process 23-380\Working Drafts\Proposal_Phase 1 Mendota Airport Conceptual Land Use Plan.docm

As noted above, this proposal focuses on the recommended scope of work for Phase 1: Mendota Airport Conceptual Land Plan only, as outlined below.

SCOPE OF SERVICES

PHASE 1: MENDOTA AIRPORT CONCEPTUAL LAND PLAN

TASK 1.1: KICKOFF AND PROJECT MANAGEMENT (ONGOING)

Successful project management begins with coordination with City staff to review and confirm the expectations for the work effort. The Provost & Pritchard team will meet with City staff to discuss the proposed scope of work. In this meeting, we will discuss communication protocols and confirm key points of contact for the project as well as confirm the scope of work, schedule, goals, outreach methods, communication channels, and tools to involve diverse perspectives.

Sara Allinder will serve as the Project Manager and primary point of contact for City staff. Ongoing project management duties will include internal and external coordination, billings, record keeping, scheduling, meeting coordination, and staff work assignments. Regular coordination calls are assumed to occur monthly during the project.

TASK 1.1 MEETINGS:

- Remote (via Teams) attendance by up to two Provost & Pritchard staff at the kickoff meeting and monthly coordination calls

TASK 1.1 DELIVERABLES:

- Kickoff meeting agenda and notes
- Coordination call notes
- Monthly invoices

TASK 1.2 EXISTING CONDITIONS REPORT

Following the kickoff meeting, Provost & Pritchard will prepare an Existing Conditions Report (ECR). The ECR will summarize community characteristics and technical information related to existing land use, zoning, demographic trends, transportation networks, community facilities, and parks and open spaces. Environmental constraints such as flood zones will also be documented in the ECR. Information included in the ECR will rely primarily on existing data available; however, Provost & Pritchard will conduct a site visit to document the Airport property and key community features, such as adjacent development and connections points in the vicinity of the property. The information included in the ECR will provide important baseline information that will serve as the foundation for discussions with the community and decision makers in Tasks 1.5 and for identifying opportunities and constraints as well as developing the conceptual land plans for consideration in Task 1.6.

An administrative draft ECR will be submitted to City staff for review and comment. The City will provide Provost & Pritchard with one consolidated, internally consistent set of comments on the administrative draft ECR. Provost & Pritchard will revise the ECR based on City comments received and prepare the draft ECR.

This ECR will also provide a basis for future development of the appropriate planning document, to be prepared as part of Phase 2: Plan Preparation and Adoption (to be completed under a separate scope of work).

TASK 1.2 MEETINGS:

- In-person site visit by two Provost & Pritchard staff

d

TASK 1.2 DELIVERABLES:

- Administrative draft ECR (Word)
- Draft ECR (Word, PDF)

TASK 1.3 PUBLIC SAFETY SUBCOMMITTEE

Provost & Pritchard will present the draft ECR to the Public Safety Subcommittee for review and comment. The intention is to receive input from the Subcommittee on any necessary revisions to the data included in the ECR or to identify any gaps in the information included.

TASK 1.3 MEETINGS:

- In-person attendance by up to two Provost & Pritchard staff at the Public Safety Subcommittee meeting

TASK 1.3 DELIVERABLES:

- Presentation materials
- Summary of input received (PDF)

TASK 1.4 PUBLIC REVIEW DRAFT EXISTING CONDITION REPORT

Provost & Pritchard will revise the ECR based on Public Safety Subcommittee comments received and prepare the public review draft ECR.

TASK 1.4 MEETINGS:

- None anticipated

TASK 1.4 DELIVERABLES:

- Public review draft ECR (Word, PDF)

TASK 1.5 JOINT PLANNING COMMISSION/CITY COUNCIL STUDY SESSIONS

Provost & Pritchard will present the public review draft ECR to the Planning Commission and City Council at a joint study session (PC/CC study session) for review and comment. The intention is to receive input from the Planning Commission and City Council on the ECR but also to solicit comments about what opportunities or constraints should be considered for redevelopment of the Airport property. It is also intended to gain a clearer understanding of the City's goals for redevelopment of the Airport property, including the level of direction the City would like to have in the uses and design of development. The study session will also provide the opportunity for the community to learn about the process and provide input on what uses or issues should be considered for the Airport property. Input received from this study session will inform the development of the Conceptual Land Plans and Recommendations to be prepared under Task 1.6.

TASK 1.5 MEETINGS:

- In-person attendance by up to two Provost & Pritchard staff at the joint PC/CC study session

TASK 1.5 DELIVERABLES:

- Presentation materials
- Summary of input received (PDF)

TASK 1.6 CONCEPTUAL LAND PLAN AND RECOMMENDATIONS

Provost & Pritchard will prepare a summary of opportunities and constraints for the Airport property based on information documented in the ECR and from input received during the joint PC/CC study session. Provost & Pritchard will then prepare up to three conceptual land plans for the Airport property. The conceptual plans will identify potential land use categories and mobility network connections for the property and include buildout assumptions for consideration. Provost & Pritchard will also outline recommendations for the type of planning document that would best achieve the goals of the City for redevelopment of the Airport property, as identified through discussions during the joint PC/CC study session. It is anticipated that the deliverable for this task will include:

- Summary of the opportunities and constraints
- Conceptual land and circulation plans
- Recommendations for the types of planning document to implement the concept plans
- Additional considerations, such as potential funding opportunities for plan development and implementation

An administrative draft of the Conceptual Land Plan and Recommendations deliverable will be submitted to City staff for review and comment. The City will provide Provost & Pritchard with one consolidated, internally consistent set of comments on the administrative draft document. Provost & Pritchard will revise the deliverable based on City comments received and prepare the public review draft Conceptual Land Plan and Recommendations deliverable.

TASK 1.6 MEETINGS:

- None anticipated

TASK 1.6 DELIVERABLES:

- Administrative draft Conceptual Land Plan and Recommendations (Word)
- Public review draft Conceptual Land Plan and Recommendations (Word, PDF)
- Summary of input received (PDF)

TASK 1.7 PLANNING COMMISSION MEETING – PREFERRED CONCEPT PLAN RECOMMENDATION

The Provost & Pritchard team will attend a Planning Commission meeting to present the options and recommendations identified in the Conceptual Land Plan and Recommendations deliverable. It is assumed that City staff will prepare any necessary staff reports for the meeting and Provost & Pritchard will prepare the presentation materials. The purpose of the meeting is to receive input and a recommendation on the preferred concept plan for consideration and direction by the City Council.

TASK 1.7 MEETINGS:

- In-person attendance by up to two Provost & Pritchard staff at the Planning Commission meeting

TASK 1.7 DELIVERABLES:

- Presentation materials

TASK 1.8 CITY COUNCIL MEETING – PREFERRED CONCEPT PLAN SELECTION

The Provost & Pritchard team will present the options and recommendations identified in the Conceptual Land Plan and Recommendations deliverable to the City Council for discussion and direction. A summary of comments received during the Planning Commission meeting will be provided to the City Council for consideration. It is assumed that City staff will prepare any necessary staff reports for the meeting and Provost & Pritchard will prepare the presentation materials. The purpose of the meeting is to receive direction on the preferred concept plan and recommendations. City Council direction received at this meeting will inform the scope of work for Phase 2: Plan Preparation and Adoption.

TASK 1.8 MEETINGS:

- In-person attendance by up to two Provost & Pritchard staff at the City Council meeting

TASK 1.8 DELIVERABLES:

- Presentation materials

PROFESSIONAL FEES

Provost & Pritchard Consulting Group will perform the services in this Phase 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 eight (8) months, our fee for completion of the scope of work outlined above will be **\$49,500**. Fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated amount above. If it appears we will need to exceed the 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

Provost & Pritchard anticipates an eight-month schedule for completion of the tasks identified in the Scope of Services. Assuming a kickoff in early September 2023, completion is expected in April 2024.

ASSUMPTIONS

- No CEQA analysis is included in the scope of services.
- Tasks related to the decommissioning of the airport are outside this scope of work.
- The schedule assumes two weeks for each review by City staff.
- All deliverables are electronic unless stated otherwise.
- Mutually agreed upon modifications to the scope and tasks may modify this scope of work and contract.
- Provost & Pritchard is not responsible for any costs associated with notifying interested parties.
- The City will be responsible for mailing or posting all notices.

TERMS AND CONDITIONS

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

If you have any questions, or if you would like any additional information, please contact Ms. Allinder at (559) 449-2700 or email sallinder@ppeng.com. We look forward to working with you on this important project.

Sincerely Yours,
Provost & Pritchard Consulting Group



Sara Allinder, AICP
Principal Planner



Heather Bashian, RCE 73075
Director of Operations

TERMS AND CONDITIONS ACCEPTED

By City of Mendota

Signature

Cristian Gonzalez
Printed Name

City Manager
Title _____ Date _____

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: MICHAEL OSBORN, CITY ENGINEER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING SIGNATURE AUTHORITY FOR ITEMS RELATED TO THE DERRICK AND OLLER ROUNDABOUT PROJECT
DATE: JULY 25, 2023

ISSUE

Should the City Council adopt Resolution No. 23-52, authorizing signature authority for items related to the Derrick and Oller Roundabout Project?

BACKGROUND

The City of Mendota (“City”) has entered into a Cooperative Agreement with the California Department of Transportation (“Caltrans”) to design and construct the Derrick and Oller Roundabout (the “Project”) at the intersection of Derrick Avenue (also known as State Route 33) and Oller Street (also known as State Route 180) utilizing local transportation funds, Caltrans State Minor A funds and Federal Congestion Management and Air Quality (“CMAQ”).

ANALYSIS

The process of design, permitting, right of way clearance, funding authorization and construction for the Project will involve coordination with Caltrans, private property owners, and a number of agencies. Normally, agreements and applications would come to the City Council in the normal course of business for review and signature authorization. However, due to the time sensitivity and level of complexity of this project, staff is suggesting that an alternative process be used.

Where applications, inquiries, correspondences or whatever the case may be are directly related to the Project, we propose that the City Manager have authority to sign necessary documents as required, based on the attached resolution, and would regularly report actions taken to your Council for awareness. This authority would be relatively general but limited to activities necessary to pursue the project.

Once the projects have been approved and are ready to go to construction, bid results will be brought to the City Council for award of a construction contract in accordance with normal procedure and the construction phases of the projects would proceed normally.

The City Attorney has reviewed the concept and is satisfied that the City Council would be acting within its powers in granting the City Manager extended signature authority for this specific construction program.

FISCAL IMPACT

This item has no direct impact on the City's budget.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-52, authorizing signature authority for items related to the Derrick and Oller Roundabout Project.

Attachment:

1. Resolution No. 23-52

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
SIGNATURE AUTHORITY FOR ITEMS
RELATED TO THE DERRICK & OLLER
ROUNDBOUT PROJECT**

RESOLUTION NO. 23-52

WHEREAS, in 2014 and 2022 the City of Mendota was awarded \$650,000.00 and \$1,798,457.00, respectively, in Federal Congestion Management and Air Quality (“CMAQ”) regional complete bid funds for the construction of a roundabout at the intersection of Derrick Avenue & Oller Street (“Project”); and

WHEREAS, Derrick Avenue is State Route 33 and Oller Street is State Route 180, both under the jurisdiction of the State of California Department of Transportation (“Caltrans”); and

WHEREAS, Caltrans agreed to partner with the City to move the Project forward to construction and provide \$1,250,000.00 in Minor A funds toward construction; and

WHEREAS, necessary coordination with agencies such as Caltrans and Federal Highway Administration (“FHWA”) and other agencies and private property owners for such items as permits, right-of-way clearances, and funding requests will require the City to submit signed documents for the Project which might otherwise have to be individually brought to the City Council for signature authority; and

WHEREAS, City staff will be able to more efficiently manage the Project’s needs and requirements if authorized to act within the constraints of the Project’s approved scope; and

WHEREAS, the City Council would rely on the City Manager’s experience and recommendation for similar signatures in any case, and is willing to extend such authority in a more general fashion for this Project.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby authorizes the City Manager to sign, at his discretion, all documents necessary for the prosecution and progress of the Project, up to but not including award of construction contracts.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE QUOTE SUBMITTED BY MECHANICAL IRRIGATION SOLUTIONS FOR THE PURCHASE OF A SMG MOTOR GRADER IN THE AMOUNT OF \$234,877.74 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-53, approving the quote submitted by Mechanical Irrigation Solutions for the purchase of a SMG Motor Grader in the amount of \$234,877.74 and authorizing the City Manager to execute all documents necessary to effectuate the purchase?

BACKGROUND

The City of Mendota (“City”) purchases equipment for its Public Works and Utilities Departments (“Department(s)”) in accordance with the purchasing procedures outlined in Chapter 2.48 of the Mendota Municipal Code (“MMC”) regularly to ensure that the department has reliable equipment to provide essential services, including maintaining City infrastructure.

ANALYSIS

Due to the lasting impacts of the Covid-19 pandemic, the climate of the economy and market conditions, the process for purchasing certain types of equipment has dramatically changed. The availability of specific equipment that is needed by the City has decreased and is limited, which has made it difficult to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the MMC. As such, staff is requesting that the City Council authorize the City Manager to purchase one SMG Motor Grader through direct sale from Mechanical Irrigation Solutions (“MIS”). The SMG Motor Grader quoted by MIS meets all of the City’s requested specifications.

FISCAL IMPACT

The fiscal impact for this item is \$234,877.74. Funding for this item was included in the approved budget for Fiscal Year 2023-2024 and will be expended from the General, Sewer, Water, Measure C, and LTF Funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-53, approving the quote submitted by Mechanical Irrigation Solutions for the purchase of a SMG Motor Grader in the amount of \$234,877.74 and authorizing the City Manager to execute all documents necessary to effectuate the purchase.

Attachments:

1. Quote from Mechanical Irrigation Solutions
2. Resolution No. 23-53



SANY
AMERICA INC.



**3199 E. Onstott Rd
Yuba City, CA 95991**

July 18, 2023

UNIT: SMG 200
PRICE: \$219,000.00 (BEFORE TAXES)
WARRANTY: 3 YEAR 3,000 HOURS
FULL WARRANTY



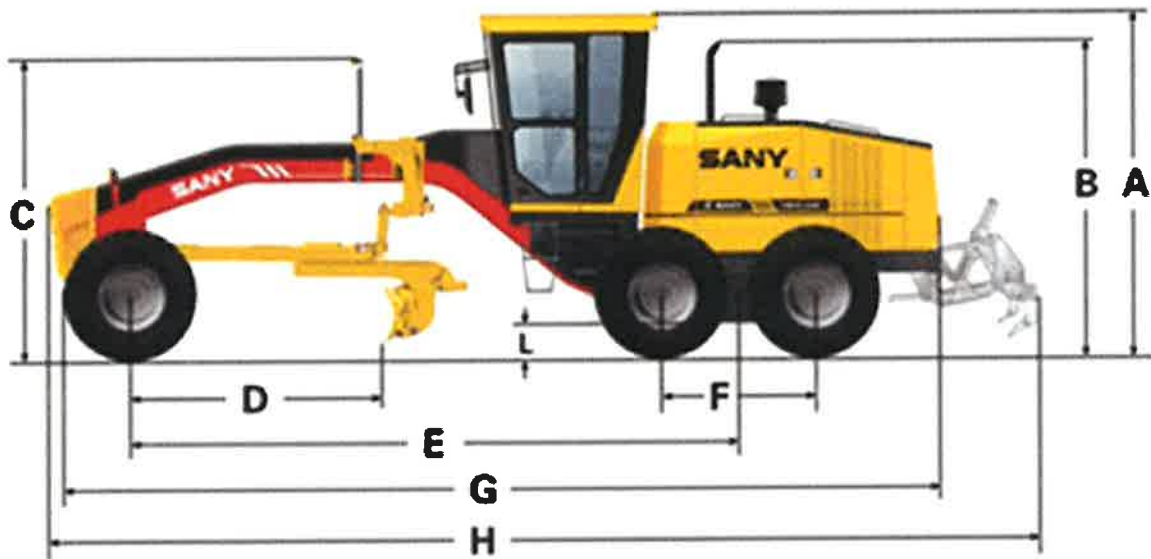
Phone: (530) 674-7030 / Fax: (530) 674-0385



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*



Phone: (530) 674-7030 / Fax: (530) 674-0385



SANY
AMERICA INC.



**3199 E. Onstott Rd
Yuba City, CA 95991**

OVERALL DIMENSIONS

		Standard	Metric
A	Height to Top of Cab	10' 7"	3214 mm
B	Height to Top of Exhaust Stack	10' 4"	3155 mm
C	Height to Top of Blade Lift Cylinders	10' 2"	3110 mm
D	Length Front Axle to Moldboard	8' 3"	2520 mm
E	Wheelbase	20' 3"	6175 mm
F	Tandem Axle Spacing	5' 0"	1524 mm
G	Overall Length	28' 4"	8646 mm
H	Overall Length (Including Ripper)	36' 6"	11,137 mm
I	Width of Tire Center Lines	6' 10"	2077 mm
J	Width of Outside Rear Tires	8' 11"	2725 mm
K	Width of Outside Front Tires	8' 8"	2634 mm
L	Ground Clearance at Rear Axle	1' 3"	381 mm
M	Blade Length	14' 0"	4267mm



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

FORWARD

D (Auto Gearing)

	Standard	Metric
Travelling Speed, Manual Gearing	Speed 1	2.4 mph 3.8 km/h
	Speed 2	3.2 mph 5.2 km/h
	Speed 3	4.6 mph 7.5 km/h
	Speed 4	6.5 mph 10.4 km/h
	Speed 5	10.4 mph 16.8 km/h
	Speed 6	13.7 mph 22.1 km/h
	Speed 7	19 mph 30.5 km/h
	Speed 8	27.2 mph 43.8 km/h



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

REVERSE

R (Auto Gearing)

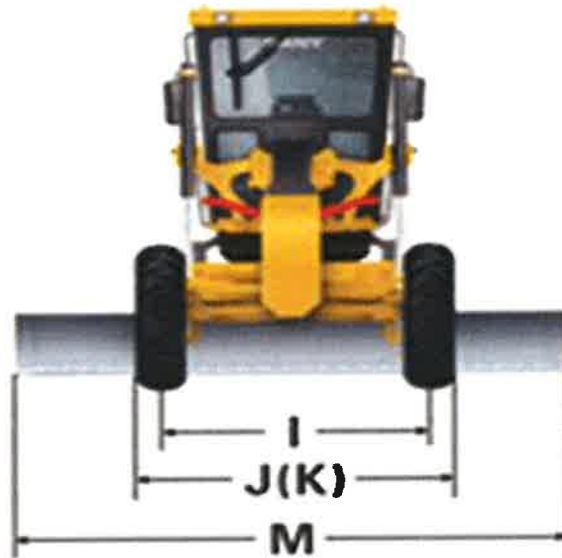
	Standard	Metric
Travelling Speed, Manual Gearing	Speed 1	1.9 mph 3.0 km/h
	Speed 2	3.5 mph 5.6 km/h
	Speed 3	5.1 mph 8.2 km/h
	Speed 4	8 mph 12.8 km/h
	Speed 5	15 mph 24.0 km/h
	Speed 6	21.5 mph 34.6 km/h



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*



Phone: (530) 674-7030 / Fax: (530) 674-0385



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

MACHINE PARAMETERS

Wheels	Tire Specification	17.5R25, G-3	
	Ply Rating (PR)	12	
	Rim Size	8" (229 mm) One piece rim	
	Number of Bolts on Rim	10 x M20 x 1.5	
Moldboard		Standard	Metric
	Standard moldboard with replaceable end bits	2' x 14'	610 x 4267 mm
	Bolt Spacing	6"	152 mm
	Bolt Size	16 mm	
Force	Calculation	force calculated including front CWT and rear ripper	
	Blade Pull	26,985 lb	12,240 kg
	Blade Down Force	19,113 lb	8669 kg



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

MACHINE PARAMETERS

	Standard	Metric	
Operating Weight	Total	37,301 lb / 16,920 kg	
	Front Wheels	10,101 lb / 4582 kg	
	Rear Wheels	27,200 lb / 12,338 kg	
	Typical Operating Weight for Front Push, Block & Ripper		
	Front	12,170 lb / 5520 kg	
	Rear	29,983 lb / 13,600 kg	
	Total	42,152 lb / 19,120 kg	
Engine	Model	Cummins QSC 8.3	
	Gross Power	205 hp / 153 kW	
	Max. Torque	745 ft lb / 1010 Nm	
	Speed at Max. Torque	1450 rpm	
	Electrical System	24 volt	
Circle	Circle Diameter	5' 0" / 1520 mm	
	Rotation	360 °	
	Ear Plate Thickness	1" / 40 mm	
	Drive	Hydraulic Motor and worm gear with positive lock	



SANY
AMERICA INC.



3199 E. Onstott Rd
Yuba City, CA 95991

SMG 200 MOTOR GRADER - \$219,000.00

Total after tax - \$234,877.74

Validity: This quote is valid for 7 days.

Purchase Order #: _____ Date: _____

Name in Print: _____ Title: _____

Signature: _____

Phone: (530) 674-7030 / Fax: (530) 674-0385



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

Phone: (530) 674-7030 / Fax: (530) 674-0385

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE QUOTE SUBMITTED BY MECHANICAL
IRRIGATION SOLUTIONS FOR THE PURCHASE
OF A SMG 200 MOTOR GRADER IN THE
AMOUNT OF \$234,877.74 AND AUTHORIZING
THE CITY MANAGER TO EXECUTE ALL
DOCUMENTS NECESSARY TO EFFECTUATE
THE PURCHASE**

RESOLUTION NO. 23-53

WHEREAS, the City of Mendota (the “City”) is responsible for maintaining the City’s infrastructure, including local roads; and

WHEREAS, the City Council of the City allocated funding in the City’s approved Budget for Fiscal Year 2023-2024 for the Public Works Department (the “Department”) to purchase road paving equipment to repair and maintain local roads; and

WHEREAS, the current economic climate surrounding purchasing vehicles and certain equipment has made it increasingly difficult, if not impossible, to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the Mendota Municipal Code (“MMC”); and

WHEREAS, pursuant to MMC section 2.48.090, subdivision (E), City staff may dispense with competitive bidding requirements where there are “limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations or other valid reasons for proceeding without competitive bidding. . . .”; and

WHEREAS, in order to ensure that the Department acquires the necessary equipment to maintain and repair local roads and ensure the health, safety, and welfare of the community, it is imperative that the City Council authorize the purchase of a SMG 200 Motor Grader through direct sale in the amount of \$234,877.74.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council approves the quote submitted by Mechanical Irrigation Solutions for the purchase of a SMG 200 Motor Grader in the amount of \$234,877.74 and authorizes the City Manager, or his designee, to execute all documents necessary to effectuate the purchase.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: AUTHORIZING THE CITY MANAGER TO PURCHASE TWO VEHICLES FOR THE PUBLIC UTILITIES AND PUBLIC WORKS DEPARTMENTS IN AN AMOUNT NOT TO EXCEED \$116,000.00 AND EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASES
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-54, authorizing the City Manager to purchase two vehicles for the Public Utilities and Public Works Departments in an amount not to exceed \$116,000.00 and execute all documents necessary to effectuate the purchases?

BACKGROUND

The City of Mendota (“City”) purchases vehicles for its Public Utilities and Public Works Departments (“Department(s)”) in accordance with the purchasing procedures outlined in Chapter 2.48 of the Mendota Municipal Code (“MMC”) regularly to ensure that the department has reliable equipment to provide essential services, including maintaining City infrastructure.

Recently, existing vehicles in both departments have had unexpected mechanical issues and the costs associated with fixing and maintaining the vehicles are financially burdensome and significant. Additionally, both departments have recently experienced an increase in staffing levels resulting in the need for more vehicles.

ANALYSIS

Due to the lasting impacts of the Covid-19 pandemic, the climate of the economy and market conditions, the process for purchasing vehicles has dramatically changed. The availability of specific vehicles that are needed by the City has decreased and is limited, which has made it difficult to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the MMC. As such, staff is requesting that the City Council authorize the City Manager to purchase two commercial body trucks for the Departments that meets all of the City’s specifications through direct sale from a reputable dealer.

FISCAL IMPACT

The fiscal impact for this item is \$116,000.00. Funding for this item was included in the approved budget for Fiscal Year 2023-2024. The costs related to the purchase of the vehicle for the Public Works Department will be shared across the Water, Sewer, General, Measure C, LTF, and Gas Tax Funds. The costs related to the purchase of the

vehicle for the Public Utilities Department will be shared between the Water and Sewer Funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-54, authorizing the City Manager to purchase two vehicles for the Public Utilities and Public Works Departments in an amount not to exceed \$116,000.00 and execute all documents necessary to effectuate the purchases.

Attachment:

1. Resolution No. 23-54

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AUTHORIZING
THE CITY MANAGER TO PURCHASE TWO
VEHICLES FOR THE PUBLIC UTILITIES AND
PUBLIC WORKS DEPARTMENTS IN AN
AMOUNT NOT TO EXCEED \$116,000.00
AND EXECUTE ALL DOCUMENTS NECESSARY
TO EFFECTUATE THE PURCHASES**

RESOLUTION NO. 23-54

WHEREAS, the City of Mendota (the “City”) purchases vehicles for its the Public Utilities and Public Works Departments (the “Department(s)”) to ensure that the Departments have reliable transportation to provide essential services to the community and its residents; and

WHEREAS, the City Council of the City allocated funding in the City’s approved Budget for Fiscal Year 2023-2024 for the purchase of vehicles for the Departments; and

WHEREAS, the current economic climate surrounding purchasing vehicles has made it increasingly difficult, if not impossible, to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the Mendota Municipal Code (“MMC”); and

WHEREAS, pursuant to MMC section 2.48.090, subdivision (E), City staff may dispense with competitive bidding requirements where there are “limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations or other valid reasons for proceeding without competitive bidding. . . .”; and

WHEREAS, in order to ensure that the Departments maintain reliable transportation to continue serving the community by protecting its health, safety, and welfare, it is imperative that the City Council authorize the purchase of the vehicles through direct sale with a previously approved “not to exceed” amount.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City Council authorizes the City Manager, or their designee, to purchase two vehicles for the Public Works and Public Utilities Departments in an amount not to exceed \$116,000.00 and execute all documents necessary to effectuate the purchases.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: ESTABLISHING AN HONOR WALL FUNDRAISING PROGRAM
DATE: JULY 25, 2023

ISSUE

Should the City Council adopt Resolution No. 23-55, establishing an Honor Wall Fundraising Program?

BACKGROUND

For the last couple of years, the Recreation Commission and City Council have been discussing establishing various sponsorship/fundraising opportunities to raise funds to be used for park and recreation purposes at Rojas-Pierce Park. In 2021, the City of Mendota (“City”) established a banner program where sponsors may purchase a banner with their company logo to be displayed at the baseball fields at Rojas-Pierce Park.

Following the establishment of the Banner Program, the Recreation Commission and City Council directed staff to move forward with the construction of wall to facilitate the second type of sponsorship/fundraising opportunity: an honor wall where sponsors can purchase tiles to be engraved in honor of a business, family, or individual. In the summer of 2022, local business Tony & Sons Construction, Inc. constructed the honor wall at no cost to the City. The honor wall is located between the baseball fields at Rojas-Pierce Park. In addition, the Mendota Community Corporation (“MCC”), received a \$5,000 donation from Odyssey Insights, Inc. to cover the materials required for the wall’s construction.

Recently, the Recreation Commission approved the details and forms related to the Program and directed staff to bring the Program to the City Council for consideration and approval.

ANALYSIS

The proposed Honor Wall Program (“Program”) will offer two different sponsorship packages, with each package offering two distinct options. The attached Program flyer provides an overview of the packages. The tiles will be purchased through Polar Engraving (a company that specializes in fundraisers similar to the Program) and will be made out of a black sugar ceramic tile material.

Staff recommends that the Program be held in coordination with the MCC so that the MCC can assist with facilitating the Program’s payments. When the MCC receives payments related to the Program, it will pass the funding through to the City which can then be used for park and recreation purposes.

FISCAL IMPACT

The fiscal impact for the item is primarily staff time to manage the Program. Material costs for the Program will be paid through the sponsorships, with the revenue going into the General Fund to be used for park recreational purposes.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-55, establishing an Honor Wall Fundraising Program.

Attachment(s):

1. Honor Wall Program Flyer (English and Spanish)
2. Honor Wall Program Application (English and Spanish)
3. Resolution No. 23-55



CITY OF MENDOTA

HONOR WALL SPONSORSHIP PROGRAM

The City of Mendota's Honor Wall Sponsorship Program is a great opportunity to honor someone by displaying their name or display a message of significant importance to you. By purchasing a tile, sponsors can display their desired message permanently and year-round at the City of Mendota's Honor Wall. Due to its location between the Benny Mares Sr. Baseball Field and the new baseball field at Rojas-Pierce Park, your desired message will be seen by thousands of individuals who regularly visit the fields. There are two sponsorship packages with each package having two options:

Package 1A
4"x8" Tile
\$150

Package 1B
4"x8" Tile
(Replica Tile Included)
\$200

Package 2A
8"x8" Tile
\$300

Package 2B
8"x8" Tile
(Replica Tile Included)
\$375

To participate, please submit the Honor Wall Sponsorship Program Order Form and payment to:

**Mendota Community Corporation
643 Quince Street
Mendota, CA 93640
Memo: Honor Wall Sponsorship Program**

The Honor Wall Sponsorship Program is held in partnership with the Mendota Community Corporation ("MCC"). All contributions made out to the MCC are in a form of a charitable deduction because the MCC is a registered 501(c)3 non-profit organization (EIN 47-3855433).

If you have questions, please call Celeste at (559) 655-3291 or send an email to ccabrera@cityofmendota.com.



CITY OF MENDOTA

PROGRAMA DE PATROCINIO DEL MURO DE HONOR

El Programa de Patrocinio del Muro de Honor de la Ciudad de Mendota es una gran oportunidad para honrar a alguien mostrando su nombre o mostrando un mensaje de gran importancia para usted. Al comprar un azulejo, los patrocinadores pueden mostrar el mensaje deseado de forma permanente y durante todo el año en el Muro de Honor de la Ciudad de Mendota. Debido a su ubicación entre el campo de béisbol Benny Mares Sr. y el nuevo campo de béisbol en el Parque Rojas-Pierce su mensaje deseado será visto por miles de personas que visiten los campos. Hay dos paquetes de patrocinio y cada paquete tiene dos opciones.

Paquete 1A
Azulejo 4"X8"
\$150

Paquete 1B
Azulejo 4"x8"
(Replica de Azulejo Incluido)
\$200

Paquete 2A
Azulejo 8"x8"
\$300

Paquete 2B
Azulejo 8"x8"
(Replica de Azulejo Incluido)
\$375

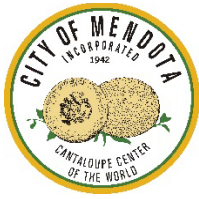
Para participar, envíe el Formulario y el pago a:

**Mendota Community Corporation
Calle Quince 643
Mendota, CA 93640**

Nota: Patrocinio del Muro de Honor

El Programa de Patrocinio del Muro de Honor se lleva a cabo en asociación con Mendota Community Corporation ("MCC"). Todas las contribuciones hechas al MCC son en forma de una deducción caritativa porque el MCC es una organización sin fines de lucro registrada 501(c)3 (EIN 47-3855433).

Si tiene preguntas, llame a Celeste a (559) 655-3291 o envíe un correo electrónico a ccabrera@cityofmendota.com.



City of Mendota Honor Wall Tile Program Overview

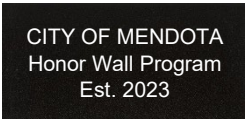
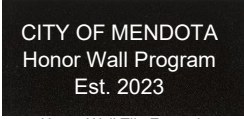
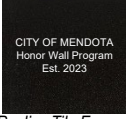
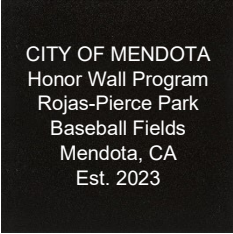
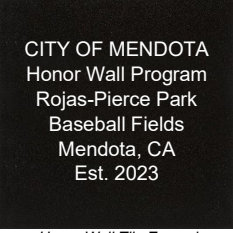



PROGRAM SUMMARY

The Honor Wall Sponsorship Program (the “Program”) was established in 2023 by the Mendota City Council and Recreation Commission, in partnership with the Mendota Community Corporation (“MCC”), as a sponsorship opportunity for the City of Mendota (“City”) Honor Wall at the Rojas-Pierce Park baseball fields. As part of the program, individuals/agencies have the ability to purchase a tile to be placed permanently and displayed year-round on the Honor Wall located in between the Benny Mares Sr. Baseball Field and the new baseball field. The proceeds from the Program will be utilized for recreational purposes in the City.

SPONSORSHIP PACKAGES

The Program has two packages with each package having two options. All orders will receive a commemorative certificate and notification letter.

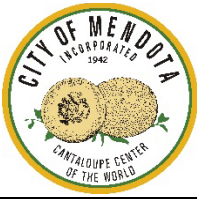
PACKAGE 1	
Option A - Cost: \$150.00	Option B - Cost: \$200.00
<p>Includes:</p> <ul style="list-style-type: none"> ● 4”x8” Black Sugar Ceramic tile that displays the sponsor’s desired engraved name/message <ul style="list-style-type: none"> ○ Up to 20 spaces per lines, 3 lines <div style="text-align: center; margin-top: 20px;">  <p><i>Honor Wall Tile Example</i></p> </div>	<p>Includes:</p> <ul style="list-style-type: none"> ● 4”x8” Black Sugar Ceramic tile that displays the sponsor’s desired engraved name/message <ul style="list-style-type: none"> ○ Up to 20 spaces per lines, 3 lines ● PLUS 4”x4” Replica Black Sugar Ceramic tile with the same engraving as the larger tile for the sponsor to keep or give to the honoree <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  <p><i>Honor Wall Tile Example</i></p> </div> <div style="text-align: center;">  <p><i>Replica Tile Example</i></p> </div> </div>
PACKAGE 2	
Option A – Cost: \$300.00	Option B – Cost \$375.00
<p>Includes:</p> <ul style="list-style-type: none"> ● 8”x8” Black Sugar Ceramic tile that displays the sponsor’s desired engraved name/message <ul style="list-style-type: none"> ○ Up to 20 spaces per lines, 6 lines <div style="text-align: center; margin-top: 20px;">  <p><i>Honor Wall Tile Example</i></p> </div>	<p>Includes:</p> <ul style="list-style-type: none"> ● 8”x8” Black Sugar Ceramic tile that displays the sponsor’s desired engraved name/message <ul style="list-style-type: none"> ○ Up to 20 spaces per lines, 6 lines ● PLUS 4”x4” Replica Black Sugar Ceramic tile with the same engraving as the larger tile for the sponsor to keep or give to the honoree <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;">  <p><i>Honor Wall Tile Example</i></p> </div> <div style="text-align: center;">  <p><i>Replica Tile Example</i></p> </div> </div>

APPLICATION PROCEDURE

To order an honor wall tile, sponsors must complete the Honor Wall Order Form and submit the fee to the Mendota Community Corporation, located at 643 Quince Street, Mendota, CA 93640. The MCC will accept payment via cash, check, money order, or debit card (there is a \$3 additional fee for debit card payments). Contributions made out to the MCC are in a form of a charitable deduction because the MCC is a registered 501(c)3 non-profit organization (EIN 47-3855433).

TILE INSTALLATION AND DISPLAY

The tiles will be installed at the Mendota Honor Wall located at Rojas-Pierce Park baseball fields. Tiles will be installed in batches and tiles will permanently be displayed. Upon tile installation, the sponsor will receive a notification letter, commemorative certificate, and, if applicable, the replica tile.



City of Mendota Honor Wall Tile Order Form



SPONSOR INFORMATION

Sponsor's Name: _____

Sponsoring Business's Name (if applicable): _____

Sponsor Address: _____

Mailing Address (if different than above): _____

Phone Number: _____

Email: _____

ORDER INFORMATION

PACKAGE 1: Option A - \$150 Option B - \$200

On the lines below, provide the name/message that you would like to include. The name/message can be in the applicant's desired language. You are not required to use all of the available lines. Please type or print clearly. There is a maximum of 20 spaces per line, including punctuation. Please note that the name/message must be approved by City of Mendota staff.

Line 1 (20 character limit): _____

Line 2 (20 character limit): _____

Line 3 (20 character limit): _____

PACKAGE 2: Option A - \$300 Option B - \$375

On the lines below, provide the name/message that you would like to include. The name/message can be in the applicant's desired language. You are not required to use all of the available lines. Please type or print clearly. There is a maximum of 20 spaces per line, including punctuation. Please note that the name/message must be approved by City of Mendota staff.

Line 1 (20 character limit): _____

Line 2 (20 character limit): _____

Line 3 (20 character limit): _____

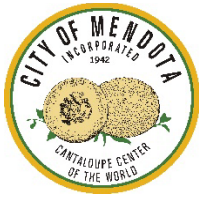
Line 4 (20 character limit): _____

Line 5 (20 character limit): _____

Line 6 (20 character limit): _____

*Please make checks payable to: **Mendota Community Corporation***
 Deliver or mail the Honor Wall Order Form and payment to:
Mendota Community Corporation
643 Quince Street
Mendota, CA 93640

For more information call Mendota City Hall at (559) 655-3291



Ciudad de Mendota Programa de Azulejos del Muro Honor Resumen



RESUMEN DEL PROGRAMA

El Programa de Patrocinio del Muro de Honor (el "Programa") fue establecido en 2023 por el Concejo Municipal y la Comisión de Recreación de Mendota, en asociación con Mendota Community Corporation ("MCC"), como una oportunidad de patrocinio para el Muro de Honor de la Ciudad de Mendota ("Ciudad") en los campos de béisbol del Parque Rojas-Pierce. Como parte del programa, las personas/agencias tienen la posibilidad de comprar un azulejo que se colocará de forma permanente y se exhibirá durante todo el año en el Muro de Honor ubicado entre el campo de béisbol Benny Mares Sr. y el nuevo campo de béisbol. Los ingresos del Programa se utilizarán con fines recreativos en la Ciudad.

PAQUETES DE PATROCINIO

El Programa tiene dos paquetes y cada paquete tiene dos opciones. Todos los pedidos recibirán un certificado conmemorativo y una carta de notificación.

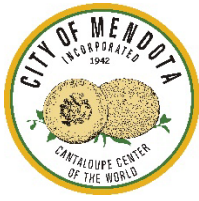
PAQUETE 1	
Opción A - Costo: \$150.00	Opción B - Costo: \$200.00
<p>Incluye:</p> <ul style="list-style-type: none"> ● 4"x8" Azulejo de Cerámica Azucar Negra que muestra el nombre/mensaje grabado deseado del patrocinador <ul style="list-style-type: none"> ○ Hasta 20 espacios por línea, 3 líneas <div style="text-align: center; margin-top: 20px;"> <div style="background-color: black; color: white; padding: 5px; width: fit-content; margin: 0 auto;"> Ciudad de Mendota Muro de Honor Est. 2023 </div> <p style="font-size: small; margin-top: 5px;"><i>Ejemplo del Azulejo del Muro de Honor</i></p> </div>	<p>Incluye:</p> <ul style="list-style-type: none"> ● 4"x8" Azulejo de Cerámica Azucar Negra que muestra el nombre/mensaje grabado deseado del patrocinador <ul style="list-style-type: none"> ○ Hasta 20 espacios por línea, 3 líneas ● MÁS 4"x4" Réplica del azulejo de cerámica azucar negra con el mismo grabado que el azulejo más grande para que se quede con el patrocinador o se entregue al homenajeado <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <div style="background-color: black; color: white; padding: 5px; width: fit-content; margin: 0 auto;"> Ciudad de Mendota Muro de Honor Est. 2023 </div> <p style="font-size: small; margin-top: 5px;"><i>Ejemplo del Azulejo del Muro de Honor</i></p> </div> <div style="text-align: center;"> <div style="background-color: black; color: white; padding: 5px; width: fit-content; margin: 0 auto;"> Ciudad de Mendota Muro de Honor Est. 2023 </div> <p style="font-size: small; margin-top: 5px;"><i>Ejemplo del Azulejo Réplica</i></p> </div> </div>
PAQUETE 2	
Opción A – Costo: \$300.00	Opción B – Costo \$375.00
<p>Incluye:</p> <ul style="list-style-type: none"> ● 8"x8" Azulejo de Cerámica Azucar Negra que muestra el nombre/mensaje grabado deseado del patrocinador. <ul style="list-style-type: none"> ○ Hasta 20 espacios por línea, 6 líneas <div style="text-align: center; margin-top: 20px;"> <div style="background-color: black; color: white; padding: 5px; width: fit-content; margin: 0 auto;"> Ciudad de Mendota Muro de Honor Parque Rojas-Pierce Campos de Béisbol Mendota, CA Est. 2023 </div> <p style="font-size: small; margin-top: 5px;"><i>Ejemplo del Azulejo del Muro de Honor</i></p> </div>	<p>Incluye:</p> <ul style="list-style-type: none"> ● 8"x8" Azulejo de Cerámica Azucar Negra que muestra el nombre/mensaje grabado deseado del patrocinador <ul style="list-style-type: none"> ○ Hasta 20 espacios por línea, 6 líneas ● MÁS 4"x4" Réplica del azulejo de cerámica azucar Negra con el mismo grabado que el azulejo más grande para que se quede con el patrocinador o se entregue al homenajeado <div style="display: flex; justify-content: space-around; margin-top: 20px;"> <div style="text-align: center;"> <div style="background-color: black; color: white; padding: 5px; width: fit-content; margin: 0 auto;"> Ciudad de Mendota Muro de Honor Parque Rojas-Pierce Campos de Béisbol Mendota, CA Est. 2023 </div> <p style="font-size: small; margin-top: 5px;"><i>Ejemplo del Azulejo del Muro de Honor</i></p> </div> <div style="text-align: center;"> <div style="background-color: black; color: white; padding: 5px; width: fit-content; margin: 0 auto;"> Ciudad de Mendota Muro de Honor Parque Rojas-Pierce Campos de Béisbol Mendota, CA Est. 2023 </div> <p style="font-size: small; margin-top: 5px;"><i>Ejemplo del Azulejo Réplica</i></p> </div> </div>

PROCEDIMIENTO DE SOLICITUD

Para ordenar un azulejo para el Muro de Honor, los patrocinadores deben completar el Formulario de Pedido del Muro de Honor y enviar la tarifa a Mendota Community Corporation, ubicada en 643 Quince Street, Mendota, CA 93640. El MCC aceptará pagos en efectivo, cheque, giro postal o tarjeta de débito (hay un cargo adicional de \$3 para pagos con tarjeta de débito). Las contribuciones hechas al MCC tienen la forma de una deducción caritativa porque el MCC es una organización sin fines de lucro registrada 501(c)3 (EIN 47-3855433).

INSTALACIÓN Y VISUALIZACIÓN DEL AZULEJO

Los azulejos se instalarán en el Muro de Honor de Mendota ubicado en los campos de béisbol del Parque Rojas-Pierce. Los azulejos se instalarán en lotes y se mostrarán de forma permanente. Al momento de la instalación del azulejo, el patrocinador recibirá una carta de notificación, un certificado conmemorativo y, si corresponde, la réplica del azulejo.



Formulario del Programa de Azulejo Del Muro de Honor De La Ciudad de Mendota



INFORMACIÓN DEL PATROCINADOR

Nombre del Patrocinador: _____

Nombre de la Empresa Patrocinadora (si corresponde): _____

Dirección del Patrocinador: _____

Dirección Postal (si es diferente a la anterior): _____

Número de Teléfono: _____

Correo Electrónico: _____

INFORMACIÓN DEL PEDIDO

PAQUETE 1: Opción A - \$150 Opción B - \$200

En las líneas a continuación, proporcione el nombre/mensaje que le gustaría incluir. El nombre/mensaje puede estar en el idioma deseado por el solicitante. No está obligado a utilizar todas las líneas disponibles. Escriba con letra clara o imprime. Hay un máximo de 20 espacios por línea, incluyendo la puntuación. Tenga en cuenta que el nombre/mensaje debe ser aprobado por el personal de la Ciudad de Mendota.

Línea 1 (Límite de 20 caracteres): _____

Línea 2 (Límite de 20 caracteres): _____

Línea 3 (Límite de 20 caracteres): _____

PAQUETE 2: Opción A - \$300 Opción B - \$375

En las líneas a continuación, proporcione el nombre/mensaje que le gustaría incluir. El nombre/mensaje puede estar en el idioma deseado por el solicitante. No está obligado a utilizar todas las líneas disponibles. Escriba con letra clara o imprime. Hay un máximo de 20 espacios por línea, incluyendo la puntuación. Tenga en cuenta que el nombre/mensaje debe ser aprobado por el personal de la Ciudad de Mendota.

Línea 1 (Límite de 20 caracteres): _____

Línea 2 (Límite de 20 caracteres): _____

Línea 3 (Límite de 20 caracteres): _____

Línea 4 (Límite de 20 caracteres): _____

Línea 5 (Límite de 20 caracteres): _____

Línea 6 (Límite de 20 caracteres): _____

Por favor haga los cheques a nombre de: **Mendota Community Corporation**
Entregue o envíe por correo el Formulario de Pedido del Muro de Honor y el pago a:
Mendota Community Corporation
643 Quince Street
Mendota, CA 93640

Para mas información llame al Ayuntamiento de Mendota al (559) 655-3291.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA ESTABLISHING
AN HONOR WALL FUNDRAISING PROGRAM**

RESOLUTION NO. 23-55

WHEREAS, the Recreation Commission (“Commission”) of the City of Mendota (“City”) has discussed and developed a honor wall program at Rojas-Pierce Park (the “Program”) to raise funds for recreational purposes; and

WHEREAS, at its regular meeting held on July 6, 2023, the Commission finalized the details for the Program and voted to recommend that the City Council establish the Program; and

WHEREAS, the Mendota Community Corporation (“MCC”), a 501(c)3 organization, will facilitate the Program; and

WHEREAS, any funds raised by the Program will be utilized for recreational purposes and activities by the City, all for the betterment of the City’s local community and its residents.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota, that the City of Mendota hereby establishes the Program and authorizes City staff to coordinate with the MCC, execute all required documents, and expend the funds necessary to facilitate the Program.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING AN AMENDMENT TO THE 401(K) PROFIT SHARING PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE AMENDMENT
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-56, approving an amendment to the 401(k) Profit Sharing Plan and authorizing the City Manager to execute all documents necessary to effectuate the amendment?

BACKGROUND

In May of 2023, the City of Mendota (“City”) issued a Request for Proposals for Retirement Investment Advisory Services. The City selected BRS Financial Group (“BRS”) as the new Financial Advisor for the City’s 401(k) plan. BRS has evaluated the City’s plan and provided the recommendation to offer a Roth Elective Deferral. Further, BRS identified updates that need to be made to the 401(k) Profit Sharing Plan Agreement, which are included in exhibit ‘A’.

ANALYSIS

By adding a Roth Elective Deferral, the City would be offering employees an alternative compensation deferral option. The Roth Elective Deferral option allows employees to contribute after-tax dollars, but then withdraw tax-free dollars from their account when they retire. There would be no additional cost to the City for offering this additional option.

FISCAL IMPACT

There is no fiscal impact caused to the City by this item.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-56, approving an amendment to the 401(k) Profit Sharing Plan and authorizing the City Manager to execute all documents necessary to effectuate the amendment.

Attachments:

1. Resolution No. 23-56
2. Exhibit “A” – 401(k) Profit Sharing Plan Amendment

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
AN AMENDMENT TO THE 401(K) PROFIT
SHARING PLAN AND AUTHORIZING THE
CITY MANAGER TO EXECUTE ALL
DOCUMENTS NECESSARY TO
EFFECTUATE THE AMENDMENT**

RESOLUTION NO. 23-56

WHEREAS, the City of Mendota (the "City") maintains the City of Mendota 401(k) Profit Sharing Plan (the "Plan") for the benefit of eligible employees; and

WHEREAS, pursuant to Section 12.01 of the Plan, the City desires to amend the Plan, as outlined in Exhibit "A," attached hereto and incorporated herein by reference, effective August 01, 2023.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City hereby approves the Plan amendment in substantially the form attached hereto as Exhibit "A," and authorizes the City Manager, or his designee, to execute all documents necessary to effectuate the amendment.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

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

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

**CITY OF MENDOTA
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City Of Mendota (the "Employer").

With respect to the amendment of the City of Mendota 401(k) Profit Sharing Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended in the form attached hereto, which amendment is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute said amendment on behalf of the Employer;

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this [redacted] day of [redacted], 2023.

[redacted]

[redacted]

[redacted]

CITY OF MENDOTA 401(K) PROFIT SHARING PLAN

AMENDMENT

WHEREAS, City Of Mendota (the "Employer") maintains the City of Mendota 401(k) Profit Sharing Plan (the "Plan") for the benefit of certain of its employees; and

WHEREAS, Pursuant to Section 12.01 of the Plan, the Employer desires to amend the Plan;

NOW, THEREFORE, the Plan is hereby amended by substituting the following in the Adoption Agreement, effective as of 08/01.2023:

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Features

8. Elective Deferrals

a. Elective Deferrals are permitted (Section 4.01):

[X] Yes [] No

b. Roth Elective Deferrals are permitted:

[X] Yes [] No

NOTE: If "No" is selected in A.8a, no Elective Deferrals, Voluntary Contributions, Employer Matching Contributions or 401(k) safe harbor contributions shall be permitted - A.8b, A.9, A.10, A.12, and A.13 shall be deemed to be "No".

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

Table with 4 columns: Exclusion Category, Elective Deferrals/ Voluntary Contributions, Employer Match, Non-Elective. Rows include No Exclusions, Union Employees, Leased Employees, Non-Resident Alien, and Other Employees (Section 3.06(a)): CalPERS participants.

NOTE: For safe harbor contributions, the exclusion of classes of employees for "Eligible Employee" shall have the same meaning as for Elective Deferrals.

NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not be based on age or length of service, create an indirect service requirement or be specified in a manner that is subject to Employer discretion.

7. Service Requirement for Plan Participation

Table with 4 columns: Service Requirement, Elective Deferrals/ Voluntary Contributions, Employer Match, Non-Elective. Rows include No Minimum Service, Completion of one Year of Eligibility Service - Hours of Service necessary for a Year of Eligibility Service (not to exceed 1,000), Completion of one Year of Eligibility Service - Elapsed Time, and Completion of Hours of Service (not to exceed 1,000) within a 12-month period.

SECTION B. ELIGIBILITY

- requirement shall be deemed met at the time the specified number of Hours of Service are completed
- e. Completion of 1 month(s) of service - Elapsed Time (not to exceed 12) [X] [X] [X]
 - f. Completion of _____ Hours of Service (not to exceed 1,000) in a ____ month period (not to exceed 12; hours of service failsafe applies) [] [] []
 - g. Completion of _____ consecutive month(s) of continuous service (not to exceed 12; hours of service failsafe applies) [] [] []
 - h. Completion of two (2) Years of Eligibility Service - Hours of Service (100% vesting required under Sections E.8 and E.9); Hours of Service necessary for a Year of Eligibility Service (not to exceed 1,000): _____ n/a [] []
 - i. Completion of two (2) Years of Eligibility Service - Elapsed Time (100% vesting required under Sections E.8 and E.9) n/a [] []
 - j. Other: _____ (hours of service failsafe applies if Elapsed Time is not specified) [] [] []
 - k. Additional Requirements: _____ [] [] []

NOTE: Service taken into account for purposes of B.7 shall be determined under the terms and conditions specified for determining a Year of Eligibility Service.

NOTE: Hours of service failsafe: if B.7f, B.7g or B.7j is selected and the Plan uses the Hours of Service method, the service requirement under B.7 shall be deemed met no later than the end of an Eligibility Computation Period during which the Eligible Employee completes 1,000 Hours of Service; provided, that the individual is an Eligible Employee on the applicable entry date.

NOTE: If "Other" is selected, the service requirements provided must comply with Code section 410(a), be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion. For example, different service requirements for specified job classifications. A plan may not impose an eligibility condition that, on the surface, appears to be unrelated to age or service, but, in reality, is an age or service condition that violates the minimum age or service standards.

- l. Months of service (only applies if B.7f or B.7g is selected). If the service requirement is not met in the first consecutive period of months, describe the next service requirement:
 - i. [] Rolling. Each period shall begin immediately after the preceding period and shall end on or before the first Eligibility Computation Period after which time the Plan will revert to 1,000 Hours of Service in an Eligibility Computation Period.
 - ii. [] Revert to _____ Hours of Service (not to exceed 1,000) in an Eligibility Computation Period.

NOTE: The Employer has the discretion to apply the rolling periods in either an overlapping or consecutive manner. For example, if a three-month period is used, the overlapping method would look at hours worked from January through March, then February through April, etc. Conversely, a consecutive application would look at January through March, then April through June, etc.

8. Entry Dates for Plan Participation

	Elective Deferrals/ Voluntary Contributions	Employer Match	Non-Elective
a. Immediate	[]	[]	[]
b. First day of each payroll period	[]	[]	[]
c. First day of the calendar month	[X]	[X]	[X]
d. First day of each Plan quarter	[]	[]	[]
e. First day of the first month and seventh month of the Plan Year	[]	[]	[]
f. First day of the Plan Year	[]	[]	[]
g. Other: _____	[]	[]	[]

SECTION B. ELIGIBILITY

NOTE: If "First day of the Plan Year" is selected, the maximum age and service requirements are reduced by 1/2 year (i.e., age 20-1/2) unless the employee participates on the entry date nearest the date the employee completes the minimum age and service requirements and the entry date is the first day of the Plan Year.

NOTE: The Plan must provide that an Eligible Employee who has attained age 21 and who has completed one Year of Eligibility Service shall commence participation in the Plan no later than the earlier of: (1) the first day of the first Plan Year beginning after the date on which such Eligible Employee satisfied such requirements; or (2) the date that is 6 months after the date on which he satisfied such requirements.

9. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

	Elective Deferrals/ Voluntary Contributions	Employer Match	Non-Elective
a. Coincident with or next following the date the eligibility requirements are met	[X]	[X]	[X]
b. Next following the date the eligibility requirements are met	[]	[]	[]
c. Coincident with or immediately preceding the date the eligibility requirements are met	n/a	[]	[]
d. Immediately preceding the date the eligibility requirements are met	n/a	[]	[]
e. Nearest to the date the eligibility requirements are met	n/a	[]	[]

NOTE: If immediate entry (B.8a) is selected, an Eligible Employee shall become a Participant eligible for the applicable contribution source(s) immediately upon meeting the eligibility requirements.

SECTION D. CONTRIBUTIONS - EMPLOYER MATCHING, NON-ELECTIVE AND OTHER CONTRIBUTIONS

Employer Matching - Formula

7. Matched Employee Contribution Inclusions

- a.** Elective Deferrals are included in the definition of Matched Employee Contribution to the extent selected below
 - i.** [X] Include a Participant's Catch-up Contributions in the definition of Matched Employee Contribution
 - ii.** [] Include a Participant's Roth Elective Deferrals in the definition of Matched Employee Contribution
- b.** [] Include a Participant's Voluntary Contributions in the definition of Matched Employee Contributions

NOTE: Pre-tax Elective Deferrals that are not Catch-up Contributions are always included in the definition of Matched Employee Contribution.

28. Collective Bargaining Agreement

- a.** [] In addition to the formula selected in D.22, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: _____
- b.** The collective bargaining allocations will offset any other Employer contribution allocations that would otherwise be made to a Participant:
 - i.** [] Yes - Non-Elective Contributions only
 - ii.** [] No
 - iii.** [] Other: _____

NOTE: D.21-26 (amount, formula, timing, maximum and minimum Non-Elective Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in D.28b.

SECTION G. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: Safe harbor contributions will be distributable when the Qualified Non-Elective Contribution Account is distributable unless otherwise limited by the Code, Treasury Regulations or Adoption Agreement.

2. Hardship

Hardship withdrawals are allowed as follows (Section 8.01):

- a.** [] None
- b.** [X] All Accounts. A Participant may receive a distribution on account of Hardship, except from: (i) his Qualified Non-Elective Contribution Account, (ii) his Matching Contribution Account to the extent such Account has been used to satisfy the safe harbor

SECTION G. IN-SERVICE WITHDRAWALS

requirements of Code sections 401(k)(12) or 401(k)(13) or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution, and (iii) earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989

- c. Selected Accounts
 - i. Elective Deferral Account (excluding earnings on his Elective Deferral Account credited after the later of December 31, 1988, and the end of the last Plan Year ending before July 1, 1989)
 - ii. Employer Matching Contribution Account (except that portion that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) or 401(m)(11) or 401(m)(12) or to the extent such Account is treated as a Qualified Matching Contribution)
 - iii. Non-Elective Contribution Account
 - iv. Voluntary Contribution Account
 - v. Rollover Contribution Account
 - vi. Transfer Account
 - vii. Other: _____
- d. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:
 - i. Safe Harbor criteria set forth in Section 8.01(b)
 - ii. Non Safe Harbor criteria set forth in Section 8.01(c)
- e. More flexible Hardship criteria applies to permitted Account(s)
 - i. Use criteria specified in Section 8.01(c)
 - ii. Use criteria specified in Section 8.01(c) with the following additional criteria or modifications: _____
- f. Expand the Hardship criteria to include the Beneficiary of the Participant
- g. If a Participant may receive a Hardship withdrawal from his Elective Deferral Account, permit Hardship withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
 - i. Yes
 - ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No
- h. Other limitations on Hardship withdrawals: _____

NOTE: If G.2a is selected, G.2b through G.2h do not apply.

NOTE: G.2e only applies if Hardship withdrawals are permitted from Accounts not subject to Treas. Reg. 1.401(k)-1(d) (Accounts specified in G.2c.ii-vi to the extent applicable and selected above). If G.2e is selected, the requirements of Section 8.01(b)(2) shall not apply, the amount of the hardship distribution may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance shall apply.

NOTE: G.2f only applies if the Plan provides for in-service withdrawals on account of Hardship and uses the safe harbor criteria for Hardship determinations. If G.2f is selected, Hardship distributions may be made for a primary Beneficiary for expenses described in Treas. Reg. sections 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition, and funeral expenses, respectively). A "primary Beneficiary" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

NOTE: G.2g only applies if A.8b is "Yes", (Roth Elective Deferrals are permitted).

NOTE: Any limitations in G.2h (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Employer discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.

4. Specified Age

- a. In-service withdrawals are allowed on attainment of age 59 1/2 (Section 8.02):
 - i. None
 - ii. All Accounts
 - iii. Selected Accounts
- b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:
 - i. Elective Deferral Account
 - ii. Employer Matching Contribution Account
 - iii. Non-Elective Contribution Account
 - iv. Qualified Non-Elective Contribution Account
 - v. Voluntary Contribution Account
 - vi. Rollover Contribution Account
 - vii. Transfer Account
 - viii. Other: _____
- c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
 - i. Yes
 - ii. Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)

SECTION G. IN-SERVICE WITHDRAWALS

iii. No

NOTE: If G.4a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) or 401(m)(11) or 401(m)(12) shall not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.4a and G.4b.

NOTE: G.4b only applies if G.4a.iii is selected.

NOTE: G.4c only applies if A.8b is "Yes", (Roth Elective Deferrals are permitted) and G.4a.ii or G.4a.iii and G.4b.i is selected.

Roth Rollovers and Transfers

13. In-Plan Roth Rollovers

a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted (Section 4.06(c)):

i. No

ii. Yes - no limitations

iii. Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal

iv. Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan and upon the attainment of age: _____

v. Yes - limitations or conditions apply: _____

b. In-Plan Roth Rollovers are permitted from partially vested accounts

c. Indicate method of preserving Code section 411(d)(6) protected benefits:

i. Preserve existing distributions/in-service withdrawals rights for each Account

ii. Other: _____

NOTE: To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations or conditions apply" and describe the circumstances under which Participants can take an In-Plan Roth Rollover.

NOTE: Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions and the portion of any Account that has been used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13) or 401(m)(11) or 401(m)(12) shall not be eligible for withdrawal until the Participant attains age 59-1/2 irrespective of G.13a.iii, an age entered under G.13a.iv, or other limitation under G.13a.v.

14. In-Plan Roth Transfers

If the Plan allows for Roth contributions, In-Plan Roth Transfers are permitted (Section 4.06(d)):

a. No

b. Yes

c. Yes - limitations or conditions apply: _____

NOTE: Assets included in an In-Plan Roth Transfer will retain the restrictions on distribution the assets had before such transfer.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed this _____ day of _____ 2023.

CITY OF MENDOTA:

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE QUOTE SUBMITTED BY COMMERCE TRUCK EQUIPMENT SALES, LLC, FOR THE PURCHASE OF A 2022 RAM 4500 BUCKET TRUCK IN THE AMOUNT OF \$151,562.38 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-57, approving the quote submitted by Commerce Truck Equipment Sales, LLC, for the purchase of a 2022 Ram 4500 Bucket Truck in the amount of \$151,562.38 and authorizing the City Manager to execute all documents necessary to effectuate the purchase?

BACKGROUND

The City of Mendota (“City”) purchases equipment for its Public Works Department (“Department”) in accordance with the purchasing procedures outlined in Chapter 2.48 of the Mendota Municipal Code (“MMC”) regularly to ensure that the department has reliable equipment to provide essential services, including maintaining City infrastructure.

ANALYSIS

Due to the lasting impacts of the Covid-19 pandemic, the climate of the economy and market conditions, the process for purchasing certain types of equipment has dramatically changed. The availability of specific equipment that is needed by the City has decreased and is limited, which has made it difficult to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the MMC. As such, staff is requesting that the City Council authorize the City Manager to purchase one 2022 Ram 4500 Bucket Truck through direct sale from Commerce Truck Equipment Sales, LLC (“CTES”). The 2022 Ram 4500 Bucket Truck quoted by CTES meets all of the City’s requested specifications.

FISCAL IMPACT

The fiscal impact for this item is \$151,562.38. Funding for this item was included in the approved budget for Fiscal Year 2023-2024 and will be expended from the Gas Tax Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-57, approving the quote submitted by Commerce Truck Equipment Sales, LLC, for the purchase of a 2022 Ram 4500 Bucket Truck in the amount of \$151,562.38 and authorizing the City Manager to execute all documents necessary to effectuate the purchase.

Attachments:

1. Quote from Commerce Truck Equipment Sales, LLC
2. Resolution No. 23-57



Quote

DATE 7/20/2023

INVOICE # 072023B

SOLD TO: City of Mendota
912 Marie St.
Mendota, CA 93640

SHIP TO: City of Mendota
912 Marie St.
Mendota, CA 93640

PHONE: (559) 860-8882

EMAIL: cristian@cityofmendota.com

CONTACT: Cristian Gonzalez

Item: 2022 RAM 4500 4x4, 6.7L DSL, A/T, A/C, P/S, C/C, Tilt, 16,500GVW, Spring Suspension, Hydraulic Brakes, Versalift, SST36NE-01, Serial Num. RJ220020, PW, PDL, PM			Price	\$135,900.00
			Doc Fee	\$85.00
			Smog Fee	
Serial Number/VIN	3C7WRLEL4NG424825		NVHTP Fee	\$30.00
Mileage	13			
COUNTY: Fresno	Tax Rate	9.225%	Sales Tax	\$12,547.38
License #	N/P		DMV Lic.	
Stock Number	22B2941		CA VEV Fee	
FOB	Norco		Delivery	3000

TOTAL PURCHASE PRICE **\$151,562.38**

SELLER: COMMERCE TRUCK & EQUIPMENT SALES LLC

DEPOSIT

BY: _____

TOTAL DUE \$151,562.38

PAYMENT DUE IN FULL THREE DAYS AFTER INVOICE DATE

BUYER (print) _____ FOR **City of Mendota**



(sign) _____

(date) _____

*Purchaser will NOT be granted WARRANTY unless purchaser signs Commerce Truck & Equip "Limited Warranty Contract". Purchaser responsible for proper use and operation of this vehicle and/or equipment. IN-USE HEAVY-DUTY DIESEL-FUELED VEHICLES - An on-road heavy-duty diesel or alternative-diesel vehicle operated in California may be subject to the California Air Resources Board Regulation to Reduce Particulate Matter and Criteria Pollutant Emissions from In-Use Heavy-Duty Diesel Vehicles. It therefore could be subject to exhaust retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the CA Air Resources Board website at <http://www.arb.ca.gov/dieseltruck>.

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE QUOTE SUBMITTED BY COMMERCE
TRUCK EQUIPMENT SALES, LLC, FOR THE
PURCHASE OF A RAM 4500 BUCKET TRUCK
IN THE AMOUNT OF \$151,562.38 AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL DOCUMENTS NECESSARY
TO EFFECTUATE THE PURCHASE**

RESOLUTION NO. 23-57

WHEREAS, the City of Mendota (the “City”) is responsible for maintaining the City’s infrastructure; and

WHEREAS, the City Council allocated funding in the City’s approved Budget for Fiscal Year 2023-2024 for the Public Works Department (the “Department”) to purchase a bucket truck; and

WHEREAS, the current economic climate surrounding purchasing vehicles and certain equipment has made it increasingly difficult, if not impossible, to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the Mendota Municipal Code (“MMC”); and

WHEREAS, pursuant to MMC section 2.48.090, subdivision (E), City staff may dispense with competitive bidding requirements where there are “limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations or other valid reasons for proceeding without competitive bidding. . . .”; and

WHEREAS, in order to ensure that the Department acquires the necessary equipment to maintain and repair local roads and ensure the health, safety, and welfare of the community, it is imperative that the City Council authorize the purchase of a Ram 4500 Bucket Truck through direct sale in the amount of \$151,562.38.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City approves the quote submitted by Commerce Truck Equipment Sales, LLC, for the purchase of a Ram 4500 Bucket Truck in the amount of \$151,562.38, and authorizes the City Manager, or his designee, to execute all documents necessary to effectuate the purchase.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: JENNIFER LEKUMBERRY, DIRECTOR OF ADMINISTRATIVE SERVICES/ ASSISTANT CITY MANAGER
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE TRUST AGREEMENT AND TRUSTEE DESIGNATION FOR THE CITY'S 401(K) PROFIT SHARING PLAN
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-58, approving the Trust Agreement and Trustee Designation for the City of Mendota's 401(k) Profit Sharing Plan?

BACKGROUND

The City of Mendota ("City") maintains the City of Mendota 401(k) Profit Sharing Plan ("Plan") for the benefit of eligible employees. Upon discussion and recommendation from City management, the following positions were identified to be the trustees of the Plan: City Manager, Assistant City Manager, and Finance Director.

ANALYSIS

A trustee is the person or entity entrusted to make investment decisions in the best interests of plan participants. The City's designated trustees will consider recommendations made by BRS Financial Group ("BRS") and bring such recommendations to the City Council for formal action.

FISCAL IMPACT

There is no fiscal impact caused to the City by this item.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-58, approving the Trust Agreement and Trustee Designation for the City of Mendota's 401(k) Profit Sharing Plan.

Attachments:

1. Resolution No. 23-58
2. Exhibit "A" – 401(k) Profit Sharing Plan Trust Agreement

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE TRUST AGREEMENT AND TRUSTEE
DESIGNATION FOR THE CITY'S 401(K)
PROFIT SHARING PLAN**

RESOLUTION NO. 23-58

WHEREAS, the City of Mendota ("City") sponsors the City of Mendota 401(k) Profit Sharing Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries"); and

WHEREAS, the trust agreement, attached hereto as Exhibit "A" and incorporated herein by reference, is effective January 1, 2023, between the City and City Manager, Finance Director, and Assistant City Manager (collectively, the "Trustee"); and

WHEREAS, the City designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), under which assets are held to provide funding and payment of benefits under the Plan; and

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold the Plan assets that have been and will be transferred to the Trustee in trust in accordance with the provisions of this Agreement (the "Trust Fund"); and

WHEREAS, the City is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan; and

WHEREAS, the City has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary"); and

WHEREAS, the City and the Trustee deem it necessary and desirable to enter into a written agreement of trust to accomplish the purposes outlined above.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the attached Trust Agreement in substantially the form attached hereto as Exhibit "A," and authorizes the City Manager, or his designee, to execute all documents necessary to effect the Trust Agreement approved herein for the City of Mendota 401(k) Profit Sharing Plan.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

CITY OF MENDOTA 401(K) PROFIT SHARING PLAN

TRUST AGREEMENT

2023
CCH Incorporated, DBA ftwilliam.com
All Rights Reserved.

TRUST AGREEMENT

THIS TRUST AGREEMENT is effective 01/01/2023, between City Of Mendota (the "Employer"), and City Manager, Finance Director and Assistant City Manager (collectively, the "Trustee").

WHEREAS, the Employer sponsors the City of Mendota 401(k) Profit Sharing Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries");

WHEREAS, the Employer designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), pursuant to which assets are being held to provide for the funding and payment of benefits under the Plan;

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold in trust those assets of the Plan that have been and will be transferred to the Trustee in accordance with the provisions of this Agreement (the "Trust Fund");

WHEREAS, the Employer is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan;

WHEREAS, the Employer has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary");

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree and declare as follows:

ARTICLE I TRUST FUND

Section 1.01 Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

Section 1.02 Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 1.03 Return of Contributions. Notwithstanding any other provision of the Plan: (a) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (b) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (c) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (d) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

Section 1.04 Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

Section 1.05 Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (a) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (b) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or

their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (c) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (d) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

ARTICLE II DUTIES OF THE TRUSTEE

Section 2.01 In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 2.02 Contributions. The Trustee agrees to accept contributions that are paid to it by the Plan Administrator (as well as rollover contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions of other than qualifying employer securities are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. Qualifying employer securities may be contributed to both pension and non-pension plans subject to the requirements of ERISA section 408(e). The Trustee shall have no responsibility for any property until it is received by the Trustee. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2.03 Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Article V. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

Section 2.04 Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

Section 2.05 Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

Section 2.06 Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

Section 2.07 Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States, unless in compliance with section 404(b) of ERISA and regulations thereunder.

Section 2.08 Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

Section 2.09 Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons except as may be required by ERISA section 405.

ARTICLE III GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Article IV hereof:

Section 3.01 Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes,

debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

Section 3.02 Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, provided that such property is held in conformance with DOL Reg. section 2550-403a-1(b) and that such property is held by (i) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or dealer; (iii) a "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee; or (iv) any other entity as provided in DOL Reg. section 2550-403a-1(b);

Section 3.03 Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

Section 3.04 To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

Section 3.05 Pursuant to the terms of Article VI, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

Section 3.06 Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

Section 3.07 To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

Section 3.08 To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

Section 3.09 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

Section 3.10 To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

Section 3.11 To invest in Treasury Bills and other forms of United States government obligations;

Section 3.12 To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

Section 3.13 To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

Section 3.14 To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

Section 3.15 To sell, either at public or private sale, option to sell, mortgage, lease for a term of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

Section 3.16 To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

Section 3.17 To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of

any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

Section 3.18 To purchase any authorized investment at a premium or at a discount;

Section 3.19 To purchase any annuity contract; and

Section 3.20 To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

ARTICLE IV OTHER INVESTMENT POWERS

Section 4.01 Requirement for Preapproval. The powers granted the Trustee under Article III shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Article V and VI. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

Section 4.02 Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code and ERISA.

Section 4.03 Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

Section 4.04 Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

ARTICLE V INSTRUCTIONS

Section 5.01 Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

Section 5.02 Designation of Agent.

(1) Employer. The Employer shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer.

(2) Trustee. If there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

Section 5.03 Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate

including, but not limited to: (a) taking action with or without formal meetings; and (b) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

Section 5.04 Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

ARTICLE VI INVESTMENT OF THE FUND

Section 6.01 Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the investment funds available for investment under the Plan ("Investment Funds"). In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Section 6.02, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

Section 6.02 Participant Self-Direction. To the extent permitted by the Plan Administrator, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Trust Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

Section 6.03 Investment Managers.

(1) Appointment of Investment Managers. The Investment Fiduciary may appoint one or more investment managers as described in section 3(38) of ERISA ("Investment Managers") with respect to some or all of the assets of the Trust Fund as contemplated by section 402(c)(3) of ERISA. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment and that it is an ERISA fiduciary with respect to the Plan and the Trust Fund. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. By notifying the Trustee of the appointment of an Investment Manager, the Investment Fiduciary shall be deemed to certify that such Investment Manager meets the requirements of section 3(38) of ERISA. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager, it being the intention of the parties that each party shall have the full protection of section 405(d) of ERISA.

Section 6.04 Proxies.

(1) Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) Voting. The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or if otherwise permitted in the Plan, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) Investment Manager. To the extent not delegated to Participants pursuant to subsection (2), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

Section 6.05 Life Insurance. Any life insurance investment allowed under the Plan shall be a permitted Investment Fund.

ARTICLE VII
COMPENSATION AND INDEMNIFICATION

Section 7.01 Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Employer; provided that such compensation does not result in a prohibited transaction within the meaning of the Code and ERISA. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

Section 7.02 Indemnification. The Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan or ERISA.

ARTICLE VIII
RESIGNATION AND REMOVAL

Section 8.01 Resignation. The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

Section 8.02 Removal. The Trustee may be removed by the Employer at any time.

Section 8.03 Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Employer appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Employer may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.04 Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Employer.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Trust to be executed this _____ day of _____, 2023.

CITY OF MENDOTA:

_____: _____

_____: _____

_____: _____

TRUSTEES:

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE QUOTE SUBMITTED BY MECHANICAL IRRIGATION SOLUTIONS FOR THE PURCHASE OF A CLG2030 FORKLIFT IN THE AMOUNT OF \$34,319.99 AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-59, approving the quote submitted by Mechanical Irrigation Solutions for the purchase of a CLG2030 Forklift in the amount of \$34,319.99, and authorizing the City Manager to execute all documents necessary to effectuate the purchase?

BACKGROUND

The City of Mendota (“City”) purchases equipment for its Public Works and Utilities Departments (“Department(s)”) in accordance with the purchasing procedures outlined in Chapter 2.48 of the Mendota Municipal Code (“MMC”) regularly to ensure that the department has reliable equipment to provide essential services, including maintaining City infrastructure.

ANALYSIS

Due to the lasting impacts of the Covid-19 pandemic, the climate of the economy and market conditions, the process for purchasing certain types of equipment has dramatically changed. The availability of specific equipment that is needed by the City has decreased and is limited, which has made it difficult to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the MMC. As such, staff is requesting that the City Council authorize the City Manager to purchase one CLG2030 Forklift through direct sale from Mechanical Irrigation Solutions (“MIS”). The CLG2030 Forklift quoted by MIS meets all of the City’s requested specifications.

FISCAL IMPACT

The fiscal impact for this item is \$34,319.99. Approximately \$15,000.00 in funding for this item was included in the approved budget for Fiscal Year 2023-2024. However, due to existing market conditions and the upgraded specifications that are required for ongoing and future City projects (which were not previously anticipated), the costs for the desired Forklift exceeds the budgeted amount by \$19,319.99. Staff has determined that funding is available to be allocated for the entire amount out of the Water, Sewer, Measure C, Buildings and Grounds, and LTF Funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-59, approving the quote submitted by Mechanical Irrigation Solutions for the purchase of a CLG2030 Forklift in the amount of \$34,319.99, and authorizing the City Manager to execute all documents necessary to effectuate the purchase.

Attachments:

1. Quote from Mechanical Irrigation Solutions
2. Resolution No. 23-59



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

July 18, 2023

**UNIT:CLG2030
FORKLIFT 6K
PRICE: \$31,999.99 (BEFORE TAXES)
WARRANTY: 3 YEAR/ 4,000 HOURS
& 5 YEAR /7,000 HOURS PT & HYD**



Phone: (530) 674-7030 / Fax: (530) 674-0385



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

Machine Description and Configuration:

Type: Class V: I.C. Pneumatic Tire / Manufacturer:

Liu Gong / Model:

CLG2030H-3 / Capacity: 6,000lbs @ 24" LC / Year

Model: 2021 / Engine:

Mitsubishi 3.3L (36kW) / Fuel Type: Diesel Tier 4

Final / Mast: 4.7M (185'3 Full free 3-stage /

MFH/OAL/FL (in.): 185.0/90.2/63.3 / Tilt (F/B): 6/6 /

Carriage/LBR:

1100mm (43.3") Wide Class III fork carriage with load

backrest / Hydraulics:

4-Function control valve (with 3rd & 4th function

hose groups) / Attachment: Side shifter (SS):

1100mm (43.3") Wide Class III Hang-on / Forks:

1220mm (48") Long

Class III pallet forks / Drive Tires: Solid pneumatic,

drive tires 28x9-15 / Steer Tires: Solid pneumatic,

steer tires 6.50-10 / Seat: Full-suspension vinyl seat /

Other Options: Fire extinguisher / Amber warning

light / Elevated air pre cleaner



SANY
AMERICA INC.



*3199 E. Onstott Rd
Yuba City, CA 95991*

LG DIESEL FORKLIFT - \$31,999.99
Total after tax - \$ 34,319.99

Validity: This quote is valid for 7 days.

Purchase Order #: _____ Date: _____

Name in Print: _____ Title: _____

Signature: _____

Phone: (530) 674-7030 / Fax: (530) 674-0385

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE QUOTE SUBMITTED BY MECHANICAL
IRRIGATION SOLUTIONS FOR THE PURCHASE
OF A CLG2030 FORKLIFT IN THE AMOUNT
OF \$34,319.99 AND AUTHORIZING THE CITY
MANAGER TO EXECUTE ALL DOCUMENTS
NECESSARY TO EFFECTUATE THE PURCHASE**

RESOLUTION NO. 23-59

WHEREAS, the City of Mendota (the “City”) is responsible for maintaining the City’s infrastructure; and

WHEREAS, due to unexpected mechanical issues with the City’s Public Works Department’s (the “Department”) existing forklift and associated high maintenance costs, the Department is in need of a new forklift; and

WHEREAS, the City Council of the City has determined that it is necessary to authorize funding that has not been previously allocated in the City’s budget for Fiscal Year 2023-2024 for the purchase of a forklift for the Department; and

WHEREAS, the current economic climate surrounding purchasing vehicles and certain equipment has made it increasingly difficult, if not impossible, to effectively purchase vehicles in accordance with the City’s purchasing procedures in Chapter 2.48 of the Mendota Municipal Code (“MMC”); and

WHEREAS, pursuant to MMC section 2.48.090, subdivision (E), City staff may dispense with competitive bidding requirements where there are “limitations on the source of supply, necessary restrictions in specifications, necessary standardization, quality considerations or other valid reasons for proceeding without competitive bidding. . . .”; and

WHEREAS, in order to ensure that the Department acquires the necessary equipment to maintain and repair the City’s infrastructure and ensure the health, safety, and welfare of the community, it is imperative that the City Council authorize the purchase of a CLG2030 Forklift through direct sale in the amount of \$34,319.99.

///

///

///

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the City approves the quote submitted by Mechanical Irrigation Solutions for the purchase of a CLG2030 Forklift in the amount of \$34,319.99, and authorizes the City Manager, or his designee, to execute all documents necessary to effectuate the purchase.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE PROPOSAL SUBMITTED BY RRM DESIGN GROUP FOR MENDOTA COMMUNITY CENTER CONCEPTUAL PROGRAMMING SERVICES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PROPOSAL
DATE: JULY 25, 2023

ISSUE

Shall the City Council adopt Resolution No. 23-60, approving the proposal submitted by RRM Design Group for Mendota Community Center Conceptual Programming Services, and authorizing the City Manager to execute all documents necessary to effectuate the proposal?

BACKGROUND

It was recently announced that the City of Mendota (“City”) will be receiving funding in the amount of eight million dollars for the construction of the Mendota Community Center (the “Project”).

ANALYSIS

The proposed agreement submitted by RRM Design Group for a conceptual planning study is the first step in initiating the Project. The study will allow the City to better understand the major scope, site, and cost impacts of the Project and will be a critical tool that will guide the City’s decision-making process.

FISCAL IMPACT

The fiscal impact for this item is a total of \$11,800.00. Funding for this item was not previously allocated in the City’s budget for Fiscal Year 2023-2024, but it has been determined that funding is available to be allocated for the costs out of the General Fund.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 23-60, approving the proposal submitted by RRM Design Group for Mendota Community Center Conceptual Programming Services, and authorizing the City Manager to execute all documents necessary to effectuate the proposal.

Attachments:

1. Resolution No. 23-60
2. Exhibit “A” – Mendota Community Center Conceptual Programming Proposal

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

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MENDOTA APPROVING
THE PROPOSAL SUBMITTED BY RRM
DESIGN GROUP FOR MENDOTA
COMMUNITY CENTER CONCEPTUAL
PROGRAMMING SERVICES, AND
AUTHORIZING THE CITY MANAGER TO
EXECUTE ALL DOCUMENTS NECESSARY
TO EFFECTUATE THE PROPOSAL**

RESOLUTION NO. 23-60

WHEREAS, it is anticipated that the City of Mendota (“City”) will receive funding for the construction of the Mendota Community Center; and

WHEREAS, to initiate and plan the potential Mendota Community Center project (“Project”), it is necessary to conduct a conceptual programming study to understand the major scope, site, and cost impacts of the potential Project; and

WHEREAS, RMM Design has submitted a proposal for Conceptual Programming Services for the Project, and the proposal has been deemed satisfactory by City staff; and

WHEREAS, funding has not been previously allocated for these conceptual planning services, but given the significant positive impact that would result from the proposed Project, it is imperative that the City Council approve this proposal.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Mendota hereby approves the proposal submitted by RRM Design Group for Mendota Community Center Conceptual Programming Services in substantially the form attached hereto as Exhibit “A,” and authorizes the City Manager to execute all documents necessary to effectuate the proposal.

Victor Martinez, 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 25th day of July, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A



July 11, 2023

Transmitted via email: Cristian Gonzalez <Cristian@cityofmendota.com>

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

RE: Mendota Community Center Conceptual Programming
Proposed Scope of Services

Dear Mr. Gonzalez,

RRM Design Group (RRM) thanks you for the opportunity to support the City of Mendota (City) in getting this important addition started. A conceptual programming study is an important first step to understanding the major scope, site, and cost impacts of a project and a critical tool guiding the decision-making process. RRM looks forward to working with the City and stakeholders on this initial effort.

PROJECT UNDERSTANDING

RRM understands the City wishes to evaluate the construction of a newly needed community center. Our team will assist in this effort with a conceptual programming study to validate and help determine the appropriate space needs, diagrammatic orientation and arrangement on the site, and a conceptual level project budget. RRM has provided a scope of services based on the general direction from the City in order to best identify the project needs and expedite the development of the project.

SCOPE OF SERVICES

Task A: Program Validation and Site Visit

RRM will interview key City staff members to review the space and operational needs for personnel and equipment functions and identify and document these in a space needs document. In addition, RRM will physically walk the site and document any visible topographic, utility, off-site, environmental, or operational features that may influence or impact the site development.

Deliverables:

- *Facility space needs summary*
- *Site assessment (notes provided on conceptual site diagram)*

3765 S. Higuera St., Ste. 102 • San Luis Obispo, CA 93401
p: (805) 543-1794 • f: (805) 543-4609

www.rrmdesign.com

a California corporation • Lenny Grant, Architect C26973 • Robert Camacho, PE 76597 • Steve Webster, LS 7561 • Jeff Ferber, LA 2844



Meetings:

- *One (1) 2-hour meeting to walk through departmental space needs*
- *One (1) on-site meeting/site walk*

Fixed Fee:

- *\$4,200 (see footnote)*

Task B: Conceptual Site/Floor Plan

RRM will prepare a conceptual site/floor plan diagram using the space needs and site assessment constraints identified above. The diagram (test fit) will form the general basis for the project budget estimate and ensure general conformance for operational needs.

Deliverables:

- *Conceptual site/floor plan diagram*

Meetings:

- *One (1) teleconference meeting to review draft diagram*

Fixed Fee:

- *\$4,800 (see footnote)*

Task C: Conceptual Project Budget

RRM will prepare a conceptual project budget (AACE Level 4) that includes construction costs for the new building and site revisions, as well as project soft costs such as equipment and furnishing, permits and fees, and construction contingency. The costs will be based on cost per square foot of public facilities and budgetary estimates for soft costs.

Deliverables:

- *Project budget*

Meetings:

- *One (1) teleconference meeting to review draft project budget – concurrent with Task B*

Fixed Fee:

- *\$2,800 (see footnote)*



SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Site boundary information
- Meeting attendance and timely decisions

LIMITATIONS OF SCOPE AND EXCLUSIONS

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. Substantive changes requested by the Client or changes in the Client’s program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described above will be billed on a negotiated and Client-approved, fixed-fee, or hourly basis per the terms of the attached Exhibit A-I.

The following services or tasks are specifically excluded from the scope:

- Surveying
- Engineering
- Elevations and renderings
- Construction documents
- Meetings beyond scope outlined above
- Environmental analysis

TASK AND FEE SUMMARY

TASK	DESCRIPTION	FIXED FEE (see footnote)
A	Program Validation and Site Visit	\$ 4,200
B	Conceptual Site/Floor Plan	\$ 4,800
C	Conceptual Project Budget	\$ 2,800
ESTIMATED PROJECT TOTAL:		\$11,800

Fee Footnote

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

Reimbursable Expenses

All expenses will be reimbursed pursuant to the rates, terms, and conditions in the attached Exhibit A-I.



EXHIBIT A-1: GENERAL PROVISIONS AND CONDITIONS

RRM Design Group and Client agree that Exhibit A-1 is hereby made part of this proposal.

If you have any questions or require clarification of the scope of services, Exhibit A-1, or fees outlined above, please do not hesitate to call us. If this scope of services is acceptable, please sign below indicating mutual agreement of the terms of this proposal; return one set to RRM and retain one set for your records. Thank you again for this opportunity.

Sincerely,

RRM DESIGN GROUP

Charles Dellinger, AIA, LEED AP, PMP
Manager of Architecture
CA License No. 31916

Mike Scott, LEED AP
Principal
CA License No. C31544

Attachment: Exhibit A-1

The person signing and executing this contract for the Client represents and warrants that he or she is duly authorized and has the legal capacity and actual authority to bind the Client to each and every term, condition, and obligation of this contract and that all requirements of the Client have been fulfilled to provide such authority.

AUTHORIZATION TO PROCEED BY CLIENT REPRESENTATIVE:

Sign

Date

Print Name, Title

Billing Email (Please identify person's name and e-mail address to receive electronic invoices.)

Billing Address (if different from mailing address)



EXHIBIT A-1

General Provisions and Conditions

The following are the terms and conditions under which RRM Design Group agrees to provide professional services to Client. This Exhibit is intended to supplement the Prime Agreement to which it is attached, and together with any other attached exhibits and/or schedules shall comprise the complete agreement (the "Agreement"). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement. In the event of an inconsistency between this Exhibit and the Agreement, the terms and conditions of this Exhibit shall govern.

EMPLOYEE RATES (HOURLY). Unless otherwise agreed in advance, the fees for professional services performed by RRM Design Group shall be performed on a time and materials basis at RRM Design Group's then-current rates for such work. Schedule I attached hereto and incorporated by this reference sets forth a description of RRM Design Group's standard hourly rates for its employees as of the date of this Agreement. Hourly rates may vary according to employee experience and proficiency. Hourly rates for expert witness services or depositions shall be subject to a premium of 2x the standard hourly rate. Overtime for non-exempt employees, if requested by Client, shall be charged at 1.25x the standard hourly rate.

SUBCONSULTANT EXPENSES. The fee for subconsultants of RRM Design Group shall be actual cost plus 10% to cover RRM Design Group's overhead and administrative expenses. Typical subconsultants may include, but are not limited to:

Structural Engineer, Irrigation Consultant, Geotechnical Consultant, Mechanical Engineer, Cost Estimator, Archaeological Consultant, Electrical Engineer, Soils Consultant, Traffic Consultant

RRM Design Group shall not be responsible or liable for subconsultants' data, interpretations, and/or recommendations.

REIMBURSABLE EXPENSES. Clients shall reimburse RRM Design Group for all incidental expenses incurred by RRM Design Group, or any subconsultant it may hire to perform services for the Project, at actual cost plus 10% to cover its overhead and administrative expenses.

Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long distance communications, fees paid to authorities having jurisdiction over the

Project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or by its subconsultants, travel expenses (transportation/automobile/lodging/meals), renderings, and models. Reimbursable automobile travel mileage will be billed at the then-current IRS business standard mileage rate.

RRM DESIGN GROUP REPRODUCTIONS. Photocopies shall be charged at a rate of \$.20 per copy. All other types of RRM Design Group reproductions including, but not limited to, blueprinting, process camera, typesetting, printing, and plotting, shall be billed at RRM Design Group's internal price sheet or, in the case of work sent to outside vendors, at the local vendor's current rate plus 10% to cover RRM Design Group's overhead and administrative expenses.

FEES AND PAYMENTS. Fees for employee rates, subconsultant expenses, reimbursable expenses, and RRM Design Group reproductions shall be billed to Client on an "as-performed basis," unless otherwise agreed by the parties in advance. **PAYMENT SHALL BE DUE AND PAYABLE UPON PRESENTATION.** In order to defray carrying charges resulting from delayed payments, a finance charge at 1.5% (or the maximum rate allowed by law, whichever is less) per month shall be added to the unpaid balance after thirty (30) days from the date of RRM Design Group's invoice. RRM Design Group, without any liability to Client, reserves the right to withhold services and work product pending payment of Client's outstanding indebtedness or advance payment as required by RRM Design Group.

ADVANCE PAYMENT. RRM Design Group reserves the right, from time to time, to require payment in advance for work estimated to be done during a given billing period.

COMMENCEMENT OF WORK. RRM Design Group's work will commence immediately upon receipt of Client's retainer and/or a notice to proceed signed by Client. If notice to proceed is delayed beyond thirty (30) days, it is understood that the terms and conditions of this Agreement are subject to revision.

TERMINATION OR SUSPENSION. Either party may terminate or suspend this Agreement upon seven (7) days prior written notice if the other party materially breaches or fails to perform any provision of this



Agreement and fails within seven (7) days after receipt of written notice from the non-breaching party to commence, and continue, correction of such breach with diligence and promptness. Failure of Client to make payments to RRM Design Group when due in accordance with this Agreement shall constitute a material breach of this Agreement and cause for termination or, at RRM Design Group's option, cause for suspension of performance of services. In the event of a suspension or termination of services as a result of Client's failure to pay, RRM Design Group shall have no further obligation or liability for loss or damage incurred by Client, including, but not limited to, damage caused by delay, loss of agency approvals, loss of financing, or interest expenses, because of such suspension or termination of service. Before resuming services, RRM Design Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of RRM Design Group's services. RRM Design Group's fees for the remaining services and the time schedules shall be adjusted equitably by RRM Design Group.

Notwithstanding any provision to the contrary, RRM Design Group shall be entitled to immediately, and without notice, suspend the performance of any and all 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 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 had been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of services continues for a period in excess of ninety (90) days, RRM Design Group shall have the right to terminate all services pursuant to this Agreement.

ADDITIONAL SERVICES. Client agrees that if Client requests services not specified in the scope of services described in this Agreement, Client will pay for all such additional services on a time and materials basis as extra services in accordance with the Employee Rates and Subconsultant Expenses described above, and any other provisions of this Agreement. Client agrees to reimburse RRM Design Group at its then-current standard rates for any unreimbursed costs it incurs to comply with any request or subpoena by any attorney, legal authority, agency, or court of law to provide records, testimony, depositions, or any other form of

information related to any legal action involving Client in which RRM Design Group is not a named party.

ADDITIONAL DOCUMENTS. RRM Design Group shall not be required to execute any document subsequent to the signing of this Agreement that might in any way, in the judgment of RRM Design Group, breach RRM Design Group's contractual or legal obligations or put at risk the availability or costs of its professional (if any) or general liability insurance.

LIMITATION OF LIABILITY. RRM Design Group's liability for damages arising from any claimed error, omission or other professional negligence shall be limited to \$25,000 or the fee to be paid by Client for the scope of work described in this agreement, whichever is greater. At Client's election, RRM Design Group will waive this limitation of liability in consideration of the payment by Client of the greater of \$500.00 or 10% of the estimated (or agreed upon) cost of the scope of work described in this Agreement. This provision shall apply to all work performed by RRM Design Group, and its employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives in connection with this Agreement, whether or not the entire scope of such work is described herein. Client's fee for such waiver shall be payable in full within seven (7) days after execution of this agreement. Failure to remit payment within such period shall render null and void Client's election to purchase such waiver of limitation. **CLIENT'S ELECTION TO PURCHASE A WAIVER OF LIMITATION OF LIABILITY SHOULD BE INDICATED BY INITIALING HERE:** _____.

THE PARTIES FURTHER AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES.

INDEMNIFICATION. To the maximum extent permissible by law, Client shall indemnify, defend, and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to (i) the negligence, omissions, operations, or misrepresentations of Client or Client's contractors or other consultants, their respective officers, directors,



shareholders, partners, managers, members, employees, agents, affiliates and representatives with respect to the Project; or (ii) the default by Client hereunder excepting only those damages, liabilities or costs to the extent caused by RRM Design Group's negligent acts, errors or omissions, or willful misconduct as determined by a court of competent jurisdiction.

These indemnification provisions shall survive the termination or expiration of this Agreement and shall remain in full force and effect as long as permitted by applicable statutes of limitation.

INSURANCE. RRM Design Group shall obtain and maintain until completion of the services liability, property, and casualty insurance from a responsible insurer having minimum limits of not less than \$1,000,000.00 for general liability and \$1,000,000.00 for property and casualty losses for each occurrence and workers' compensation insurance in the amount of the statutory requirement. Client understands and acknowledges that RRM Design Group is not obligated to provide professional liability insurance.

TITLE. It is understood and agreed that all calculations, drawings, reports, specifications, documents, and data developed for the Project, including drawings, reports, and data on any form of electronic media, developed for the Project (collectively, the "Project Materials") shall be and at all times remain the property of RRM Design Group, who shall be deemed the author, and at all times shall retain all common law, statutory law, and other rights, including copyrights, whether or not the Project is completed. Client agrees to not transfer to others, use, or permit any other person to use the Project Materials, in whole or in part, for any purpose or project other than the Project, without the prior written consent of RRM Design Group, which may be withheld in RRM Design Group's discretion. Client further agrees to waive all claims against RRM Design Group resulting in any way from any unauthorized changes or reuse of the Project Materials for any other project by anyone other than RRM Design Group. Upon request and payment of all costs involved, Client is entitled to a copy of all final plans and specifications for use in connection with the Project for which the plans and specifications have been prepared. Client acknowledges that its right to utilize final plans and specifications and the services of RRM Design Group pursuant to this Agreement will continue only so long as Client is not in default, pursuant to the terms and conditions of this Agreement, and Client has performed all of its obligations under this Agreement.

CLIENT RESPONSIBILITIES. Concurrent with the execution of the Agreement, Client shall provide RRM Design Group in writing with full information including a program setting forth Client's design objectives, constraints, and construction budget criteria as applicable.

In addition, Client shall provide all information it has access to that relates to the site and the Project that may in any way bear upon the services of RRM Design Group hereunder, including but not limited to, a legal description of the site, a recent site survey, a site plan, the location of utilities and underground structures at the site, previous technical reports, and any previous environmental assessments and/or audits.

At its sole expense, Client shall obtain all necessary authorizations and permits to allow RRM Design Group to have access to the site at reasonable times throughout its performance of this Agreement. RRM Design Group will take reasonable precautions to minimize damage to the site, but unavoidable damage or alteration may occur and Client agrees to assume sole responsibility for the same. Client agrees to assume sole responsibility for damages due to RRM Design Group's interference with subterranean structures, such as pipes, tanks, and utility lines, that are not correctly shown on the documents provided to RRM Design Group by Client or any third party.

Client further agrees that to the extent work on an existing site or facility requires RRM Design Group to make certain assumptions regarding existing conditions, and because some of these assumptions may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portion of the job site or facility, RRM Design Group may not be able to obtain complete information about existing conditions. To the maximum extent permissible by law, Client shall indemnify, defend and hold harmless RRM Design Group and its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to site conditions of which RRM Design Group has not been adequately informed.

Client shall furnish all legal, accounting, and insurance counseling services as may be necessary at any time for the Project, including auditing services Client may



require to verify the contractor's applications for payment or to ascertain how or for what purposes the contractor uses the moneys paid by Client. The information above shall be furnished at Client's expense and RRM Design Group shall be entitled to rely upon the accuracy and completeness thereof.

If Client observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with this Agreement, prompt written notice shall be given by Client to RRM Design Group.

Client shall furnish information and shall review RRM Design Group work and provide decisions as expeditiously as necessary for the orderly progress of the Project and of RRM Design Group's services.

Client understands and acknowledges that if the scope of services includes RRM Design Group's assistance in applying for governmental permits or approvals, RRM Design Group's assistance shall not constitute a representation, warranty, or guaranty that such permits or approvals will be acted upon favorably by any governmental agency or be the only permits or approvals required for the Project.

STANDARD OF PERFORMANCE. The standard of care for all professional and related services performed or furnished by RRM Design Group under this Agreement shall be in accordance with generally accepted professional practice in the same or similar localities at the time the services are performed. RRM Design Group makes no warranties, express or implied, under this Agreement or otherwise in connection with RRM Design Group's services. Client acknowledges that changes to this Project inevitably will be required as a result of minor omissions, ambiguities, or inconsistencies in the plans and specifications, and therefore Client agrees to make no claim against RRM Design Group with respect to claims by the Project's contractors or others as a result of such omissions, ambiguities, or inconsistencies.

OPINION OF PROBABLE COST. Any evaluation of Client's budget for the Project, preliminary estimates or updated estimates of probable cost prepared by RRM Design Group represent RRM Design Group's opinion as an experienced and qualified professional generally familiar with the industry. It is recognized, however, that neither RRM Design Group nor Client has control over the cost of labor, materials, equipment, or services provided by others or over competitive bidding, market, or negotiating conditions. Accordingly, RRM Design Group cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's

budget for the Project or any estimate or evaluation prepared or agreed to by RRM Design Group.

HAZARDOUS ENVIRONMENTAL CONDITION. Client acknowledges that RRM Design Group's scope of services for this Project does not include any services related in any way to asbestos, PCB's, petroleum and/or hazardous or toxic materials (collectively, "Hazardous Materials"). Should RRM Design Group or any other party encounter any Hazardous Materials on the job site, or should it in any other way become known that Hazardous Materials are present or may be present on the job site or any adjacent or nearby areas which may affect RRM Design Group's services, RRM Design Group may, at its option, suspend or terminate work on the Project until Client: (i) retains a qualified contractor to abate and/or remove the Hazardous Materials; and (ii) warrants that the job site is free from any Hazardous Materials and is in full compliance with applicable laws and regulations. If no such action is taken by Client, RRM Design Group may terminate the Agreement. To the maximum extent permissible by law, Client further agrees to indemnify, defend and hold harmless RRM Design Group, its officers, directors, shareholders, partners, managers, members, employees, agents, retained consultants, subconsultants, subcontractors, affiliates and representatives from and against any and all claims, demands, obligations, actions, suits, procedures, costs, expenses, damages, recoveries and deficiencies, injuries, liabilities or losses, including without limitation, interest, penalties, and reasonable attorneys' fees and costs, that arise from or relate to any Hazardous Materials-related claims that may be brought by third parties.

ARBITRATION. Any controversy arising out of or pertaining to this contract, or its scope, interpretation, application, enforcement, or alleged breach, shall be resolved through binding arbitration. Unless otherwise agreed by the parties, the arbitration shall be conducted in the County of San Luis Obispo, California, before a neutral arbitrator who is either a retired judge or an attorney licensed in California with a minimum of ten years' litigation experience. The arbitration proceedings shall be conducted in accordance with the rules of California Code of Civil Procedure §§ 1280 through 1294.2 and any successor provisions thereto, or any other rules the parties mutually agreed upon in writing. Any award of the arbitrator may be entered as a judgment in any court having jurisdiction. The parties understand that the results of the arbitration shall be binding upon them, and that they are waiving their rights to a trial by jury.



Either party may demand arbitration of any dispute by providing the other party with written notice of the claim, the basis therefor, and the name of a proposed arbitrator. Within ten (10) days of receipt of notice of a demand for arbitration, the recipient of said notice shall provide written notice to the other party of its response to said claim, the basis therefor, and either accepting the proposed arbitrator or providing the name of an alternative arbitrator. If the parties cannot mutually agree on a proposed arbitrator, either party may apply to the superior court for appointment of an arbitrator.

The parties shall share equally all initial costs of arbitration. The prevailing party shall be entitled to reimbursement of attorneys' fees, costs, and expenses incurred in connection with the arbitration.

LIENS. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which RRM Design Group may have for the performance of services pursuant to this Agreement. Concurrent with Client's execution of the Agreement and from time to time thereafter as appropriate, Client shall provide in writing to RRM Design Group (i) the present name and address of the record owner of the property upon which the Project is located; (ii) the name and address of any and all lenders who may loan money on the Project and/or who are entitled to receive a preliminary notice.

SUCCESSORS AND ASSIGNS. All of the terms, conditions, and provisions of this Agreement shall inure to the benefit of and be binding upon Client, RRM Design Group, and their respective successors and assigns provided, however, that no assignment of this Agreement shall be made without the written consent of the parties to this Agreement.

FORCE MAJEURE. RRM Design Group is not responsible, and shall not be deemed in default, for delay caused by activities or factors beyond RRM Design Group's reasonable control, including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information or to approve or disapprove of RRM Design Group's services promptly, or faulty performance by Client or other contractors or governmental agencies. To the extent such delays cause RRM Design Group to perform extra services, such services shall be paid for solely by Client in accordance with the terms of this Agreement.

OTHER PROVISIONS. This Agreement together with the Prime Agreement represents the entire agreement between RRM Design Group and Client and supersedes all prior negotiations, representations, or agreements,

either written or oral. This Agreement may be amended only by written instrument signed by both RRM Design Group and Client. All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative and may be exercised singularly or concurrently. Failure by either party to enforce any contract term shall not be deemed a waiver of future enforcement of that or any other term. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. Any notice, request, authorization, direction, or other communication under this Agreement shall be given in writing and delivered in person or by certified or first-class United States mail, properly addressed and stamped with the required postage to the intended recipient. The parties agree that they will execute such other instruments and documents as are or may become necessary or convenient to carry out the intent and purposes of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person, persons or entities may require. All headings in this Agreement are inserted only for convenience and ease of reference, and are not to be considered in the construction or interpretation of any provision of this Agreement. Each individual executing this Agreement on behalf of a party hereto, by his or her signature, represents that he or she maintains full authority on behalf of the applicable party to execute this Agreement, and thereby bind the applicable party to all covenants, duties and obligations contained herein. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The failure of either party, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other instance. Any waiver by RRM Design Group must be in writing and signed by an authorized representative of RRM Design Group. Time is agreed to be of the essence with respect to this Agreement.

EXHIBIT A-1 SCHEDULE 1

Bill Rate Ranges

Subject to change effective March 1st each year

ARCHITECTURE

Architect	\$ 95 - \$ 155
Associate Manager of Architecture	\$ 150 - \$ 245
Design Director	\$ 210 - \$ 260
Designer I	\$ 75 - \$ 110
Designer II	\$ 85 - \$ 125
Designer III	\$ 105 - \$ 145
Intern	\$ 60 - \$ 85
Job Captain	\$ 95 - \$ 155
Manager of Architecture	\$ 180 - \$ 280
Principal	\$ 215 - \$ 395
Project Architect	\$ 135 - \$ 210
Project Designer	\$ 115 - \$ 200
Project Manager	\$ 120 - \$ 190
Senior Architect	\$ 165 - \$ 210
Senior Designer	\$ 140 - \$ 180
Senior Project Manager	\$ 155 - \$ 255

ENGINEERING & SURVEYING

Associate Engineer	\$ 115 - \$ 175
Construction Inspector	\$ 135 - \$ 175
Designer I	\$ 55 - \$ 105
Designer II	\$ 75 - \$ 125
Designer III (Structural only)	\$ 95 - \$ 135
Engineer I	\$ 95 - \$ 140
Engineer II	\$ 115 - \$ 165
Land Surveyor	\$ 115 - \$ 170
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 155 - \$ 235
Party Chief	\$ 90 - \$ 165
Principal	\$ 235 - \$ 395
Project Engineer	\$ 125 - \$ 185
Project Manager	\$ 150 - \$ 245
Senior Associate Engineer	\$ 130 - \$ 210
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 135 - \$ 210
Senior Party Chief	\$ 145 - \$ 230
Senior Project Engineer	\$ 140 - \$ 230
Supervisor of Surveying	\$ 145 - \$ 230
Survey Technician I	\$ 60 - \$ 100
Survey Technician II	\$ 85 - \$ 115
Survey Technician III	\$ 100 - \$ 135

Surveying Crew Rates

REGULAR

One person w/ GPS or Robotic Workstation	\$ 125 - \$ 175
Two person	\$ 175 - \$ 325
Three person	\$ 235 - \$ 415

PREVAILING WAGE

One person w/ GPS or Robotic Workstation	\$ 150 - \$ 250
Two person	\$ 225 - \$ 370
Three person	\$ 325 - \$ 515

INTERIOR DESIGN

Designer I	\$ 60 - \$ 95
Designer II	\$ 70 - \$ 120
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 85
Job Captain	\$ 105 - \$ 165
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE

Assistant Designer	\$ 75 - \$ 105
Associate Designer	\$ 90 - \$ 125
Designer	\$ 95 - \$ 140
Design Director	\$ 140 - \$ 235
Intern	\$ 55 - \$ 85
Landscape Architect	\$ 115 - \$ 160
Manager of Landscape Architecture	\$ 165 - \$ 245
Principal	\$ 190 - \$ 395
Principal Landscape Architect	\$ 135 - \$ 205
Senior Landscape Architect	\$ 125 - \$ 185

PLANNING

Assistant Planner	\$ 100 - \$ 130
Associate Planner	\$ 110 - \$ 175
Intern	\$ 55 - \$ 95
GIS Specialist	\$ 80 - \$ 165
Senior GIS Specialist	\$ 105 - \$ 200
Manager of Planning	\$ 190 - \$ 265
Principal	\$ 240 - \$ 475
Principal Planner	\$ 175 - \$ 245
Senior Planner	\$ 145 - \$ 210
Senior Urban Designer	\$ 155 - \$ 195
Urban Designer	\$ 105 - \$ 185

CORPORATE SERVICES

Administrative Assistant	\$ 75 - \$ 95
Administrative Coordinator	\$ 100 - \$ 130
Assistant Office Manager	\$ 90 - \$ 135
Chief Executive Officer	\$ 300 - \$ 495
File Clerk/Administrative Support	\$ 50 - \$ 85
Marketing Assistant	\$ 50 - \$ 85
Marketing Coordinator	\$ 75 - \$ 115
Marketing Manager	\$ 130 - \$ 235
Marketing Specialist	\$ 95 - \$ 155
Office Coordinator	\$ 75 - \$ 130
Proposal Coordinator	\$ 90 - \$ 140
Receptionist	\$ 55 - \$ 80
Senior Marketing Specialist	\$ 135 - \$ 170



AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: INTRODUCTION AND WAIVING OF THE FIRST READING OF ORDINANCE NO. 23-02, AMENDING TITLE 15 OF THE MENDOTA MUNICIPAL CODE RELATED TO ADOPTION BY REFERENCE OF THE 2022 CALIFORNIA BUILDING CODE AND ASSOCIATED TRADE CODES
DATE: JULY 25, 2023

ISSUE

Should the City Council introduce and waive the first reading of Ordinance No. 23-02, amending Title 15 of the Mendota Municipal Code related to adoption by reference of the 2022 California Building Code and Associated Trade Codes, and set a public hearing for August 8, 2023?

BACKGROUND

Title 15 of the Mendota Municipal Code (“MMC”), Buildings and Construction, incorporates by reference the California Building Standards Code, including the California Building Code and associated trade codes (collectively “Standard Codes”), in order to address compliance with industry-standard health and safety practices related to construction. The various Standard Codes are generally updated by the California Building Standards Commission (“CBSC”) on a triennial basis. In 2020 the City of Mendota (“City”) incorporated by reference the then-current 2019 set of California Standard Codes and now the newly adopted 2022 set of California Standard Codes must be enforced by the building department beginning this year.

ANALYSIS

As the Standard Codes adopted by the CBSC take effect, typically on January 1 of the calendar year following their adoption, all agencies are required to implement the provisions of those codes, unless local circumstances dictate that amendments are appropriate. As such, the City must amend Title 15 of the MMC to reflect the most current Standard Codes.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council introduce and waive the first reading of Ordinance No. 23-02, amending Title 15 of the Mendota Municipal Code related to adoption by reference of the 2022 California Building Code and Associated Trade Codes, and set a public hearing for August 8, 2023.

Attachment:

1. Ordinance No. 23-02

**BEFORE THE CITY COUNCIL
OF THE
CITY OF MENDOTA**

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
TITLE 15 OF THE MENDOTA MUNICIPAL
CODE RELATED TO ADOPTION BY
REFERENCE OF THE 2022 CALIFORNIA
BUILDING CODE AND ASSOCIATED
TRADE CODES**

ORDINANCE NO. 23-02

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

WHEREAS, Title 15 of the Mendota Municipal Code (“MMC”), Buildings and Construction, incorporates by reference the California Building Standards Code, including the California Building Code and associated trade codes in order to address compliance with industry-standard health and safety practices related to construction; and

WHEREAS, the California State Building and related Trade Codes are updated by the California Building Standards Commission (“CBSC”) on a triennial basis; and

WHEREAS, in 2020, the City incorporated by reference the then-current 2019 set of California State Building and related Trade Codes; and

WHEREAS, the CBSC recently adopted its 2022 standards which must be enforced by the City’s building department starting in 2023.

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

Section 1. Section 15.08.010 of Chapter 15.08 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.08.010 California Building Code adopted by reference.

The California Building Code, including the Appendices as referenced in the ~~2019~~ **2022** California Building Code Standards and the International Building Code Standards is adopted by reference.

Section 2. Section 15.12.010 of Chapter 15.12 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.12.010 California Mechanical Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Mechanical Code, including Appendices A, B, C, and D **through H**, is adopted by reference in its entirety.

Section 3. Section 15.16.010 of Chapter 15.16 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.16.010 California Electrical Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Electrical Code, including Annex A through Annex H **J**, is adopted by reference.

Section 4. Section 15.20.010 of Chapter 15.20 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.20.010 California Plumbing Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Plumbing Code and Appendices and the International Association of Plumbing and Mechanical Officials (IAPMO) Installation Standards are adopted by reference.

Section 5. Section 15.24.010 of Chapter 15.24 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.24.010 California Fire Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Fire Code is adopted by reference in its entirety.

Section 6. Section 15.32.010 of Chapter 15.32 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.32.010 California Administrative Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Building Standards Administrative Code is adopted by reference in its entirety.

Section 7. Section 15.40.010 of Chapter 15.40 of Title 15 of the Mendota Municipal Code is hereby amended to read as follows:

15.40.010 California Referenced Standards Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Referenced Standards Code, with appendices, is adopted by reference in its entirety.

Section 8. Section 15.44.010 of Chapter 15.44 of Title 15 of the Mendota Municipal Code are hereby amended to read as follows:

15.44.010 California Energy Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Energy Code is adopted by reference in its entirety.

Section 9. Section 15.48.010 of Chapter 15.48 of Title 15 of the Mendota Municipal Code is hereby added to read as follows:

15.48.010 California Residential Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Residential Code, including Appendices A through ~~R~~ **Z**, is adopted by reference in its entirety.

Section 10. Section 15.52.010 of Chapter 15.52 of Title 15 of the Mendota Municipal Code is hereby added to read as follows:

15.52.010 California Green Building Standards Code adopted by reference.

The ~~2019~~ **2022** Edition of the California Green Building Standards Code, including Appendices A4 and A5 **A5, and A6.1**, is adopted by reference in its entirety.

Section 11. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

Section 12. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of any remaining portions of this Ordinance, and the City Council of the City of Mendota declares it would have passed the remainder of this Ordinance as if such invalid portion thereof had been deleted.

Section 13. CEQA. The adoption of this Ordinance is not subject to environmental review under the under Public Resources Code, § 21000 et seq., the California Environmental Quality Act (“CEQA”), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., § 15378, subd. (a).)

* * * * *

The foregoing ordinance was introduced the 25th day of July, 2023 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 8th day of August, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**Animal Control
Monthly Log**

June 2023

LOCATION	OFFICER	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION & DATE	CASE DISPOSITION	OFFENSE	FINE
7TH/LOLITA	G.ALCAZAR/A.NAVARRO	6/1/2023	ANIMAL COMPLAINT	WHT/TAN LABRADOR MIX	N/A	N/A	NO	RUNNING AT LARGE	UNABLE TO LOCATE	N/A	\$0.00
241 MCCABE AVE	R.PENA/Y.SANDOVAL	6/2/2023	ANIMAL COMPLAINT	PITBULL MIX	N/A		NO	SURRENDER	NECESSARY ACTION TAKEN	N/A	\$0.00
WASHINGTON ELEMENTARY	R.PENA	6/5/2023	ANIMAL COMPLAINT	DEAD CAT	N/A	N/A	NO	DEAD CAT	NECESSARY ACTION TAKEN	N/A	\$0.00
NAPLES/5TH	R.PENA/Y.SANDOVAL	6/6/2023	CITIZEN ASSIST	2 LABRADOR MIX	F		NO	DISPOSED	REPORT TO FOLLOW	1st	\$0.00
FASTRIP	R.PENA/Y.SANDOVAL	6/7/2023	ANIMAL COMPLAINT	5 DOGS	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
LOZANO PARK	R.PENA/Y.SANDOVAL	6/7/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD MIX	N/A	N/A	NO	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
643 JUANITA ST	Y.SANDOVAL	6/8/2023	ANIMAL COMPLAINT	2 TAN PUPPIES	F	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
281 MALDONADO	Y.SANDOVAL	6/8/2023	ANIMAL COMPLAINT	CATS	N/A		NO	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
W WHITESBRIDGE/N DICKENSON	Y.SANDOVAL	6/8/2023	MISC. INVESTIGATION	2 TAN PUPPIES	F	N/A	NO	RESCUED	NECESSARY ACTION TAKEN	N/A	\$0.00
643 JUANITA ST	Y.SANDOVAL	6/8/2023	LOST/FOUND ANIMAL	2 PUPPIES	N/A	N/A	NO	TOT VOLUNTEER	NECESSARY ACTION TAKEN	N/A	\$0.00
34 QUIROGA CT	G.ALCAZAR	6/9/2023	PUBLIC HAZARD	WHITE HUSKY	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
566 LOLITA ST	G.ALCAZAR	6/11/2023	FOLLOW UP	2 LABRADOR MIX	F		NO	DOG BITE	NECESSARY ACTION TAKEN	2nd	\$0.00
649 N KATE ST	G.ALCAZAR	6/11/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD MIX	N/A		NO	CONTAINED BY OWNER	WARNING	N/A	\$0.00
NAPLES/4TH	G.ALCAZAR	6/11/2023	ANIMAL COMPLAINT	2 GERMAN SHEPHERD	N/A		NO	CONTAINED BY OWNER	CITE	N/A	\$100.00
267 1 ST	G.ALCAZAR	6/11/2023	ANIMAL COMPLAINT	DEAD CAT	N/A	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
605 BASS AVE	G.ALCAZAR/A.NAVARRO	6/12/2023	ANIMAL COMPLAINT	BLK GERMAN SHEPHERD	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
GONZALEZ TOWING	G.ALCAZAR/A.NAVARRO	6/12/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD MIX	M		NO	INJURED	WARNING	N/A	\$0.00
DOLLER GENERAL	G.ALCAZAR/A.NAVARRO	6/12/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD & K9	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
512 QUINCE	G.ALCAZAR	6/12/2023	FOLLOW UP(VICIOUS DOG)	PITBULL MIX	F		YES	VICIOUS DOG SURRENDERED	NECESSARY ACTION TAKEN	N/A	\$0.00
605 BASS AVE	R.PENA	6/12/2023	ANIMAL COMPLAINT	DEAD BIRD	N/A	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
284 GREGG CT W	G.ALCAZAR/A.NAVARRO/R.PENA	6/12/2023	ANIMAL COMPLAINT	LABRADOR	M		NO	INJURED	NECESSARY ACTION TAKEN	N/A	\$0.00
901 AIRPORT BLVD	A.NAVARRO/R.PENA/G.ALCAZAR	6/12/2023	MISC. INVESTIGATION	2 LABRADOR MIX AND 1 PUPPY	F		YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
413 MARIE	G.ALCAZAR	6/12/2023	FOLLOW UP	2 LABRADOR MIXES	F		NO	DOG BITE	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA JR HIGH	R.PENA	6/13/2023	ANIMAL COMPLAINT	BLACK/BROWN GERMAN SHEPHERD	M	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA ELEMENTARY	R.PENA	6/14/2023	ANIMAL COMPLAINT	LARGE WHITE DOG	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
615 DE LA CRUZ ST	R.PENA	6/14/2023	ANIMAL COMPLAINT	MULTIPLE DOGS	N/A		NO	CONTAINED BY OWNER	WARNING	N/A	\$0.00
566 LOLITA ST	R.PENA	6/14/2023	FOLLOW UP (VICIOUS DOG)	2 LABRADOR MIXES	F		NO	DOG BITE	COMPLETE	N/A	\$0.00
111 TUFT ST	R.PENA	6/15/2023	ANIMAL COMPLAINT	2 BIRDS	N/A	N/A	NO	INJURED	NECESSARY ACTION TAKEN	N/A	\$0.00
566 LOLITA ST	G.ALCAZAR/A.NAVARRO	6/16/2023	ANIMAL COMPLAINT	2 LABRADOR MIXES	F		YES	10-DAY QUARANTINE	COMPLETE	N/A	\$0.00
251 FLEMING	G.ALCAZAR	6/16/2023	ANIMAL COMPLAINT	5 CHIHUAHUAS	N/A		NO	RUNNING AT LARGE	WARNING	N/A	\$0.00
MENDOTA DOG POUND	A.NAVARRO/G.ALCAZAR	6/16/2023	LOST/FOUND ANIMAL	BLACK/BROWN GERMAN SHEPHERD	M		NO	RETURNED TO OWNER	CITE	N/A	\$150.00
7TH/KATE	G.ALCAZAR	6/17/2023	ANIMAL COMPLAINT	PUGG MIX	M		NO	ANIMAL CRUELTY	NECESSARY ACTION TAKEN	N/A	\$0.00
7TH/LOLITA	A.NAVARRO/G.ALCAZAR	6/18/2023	ANIMAL COMPLAINT	3 GERMAN SHEPHER MIX	N/A		NO	RUNNING AT LARGE	CITE	N/A	\$150.00
CASA DE ROSA APARTMENTS	G.ALCAZAR/A.NAVARRO	6/18/2023	ANIMAL COMPLAINT	LARGE SNAKE	N/A	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
DIVISADERO/LOLITA	G.ALCAZAR	6/19/2023	ANIMAL COMPLAINT	MULTIPLE DOGS	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
730 S KATE ST	G.ALCAZAR/A.NAVARRO	6/19/2023	ANIMAL COMPLAINT	BULLDOG & GERMAN SHEPHERD	N/A		NO	CONTAINED BY OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
LOZANO VISTA APARTMENTS	G.ALCAZAR/A.NAVARRO	6/19/2023	ANIMAL COMPLAINT	DEAD CAT	N/A	N/A	NO	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
GONZALEZ TOWING	R.PENA/Y.SANDOVAL	6/20/2023	ANIMAL COMPLAINT	DEAD DOG	N/A	N/A	NO	DIPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
CHEVRON	Y.SANDOVAL/R.PENA	6/20/2023	ANIMAL COMPLAINT	BLACK PUPPY	N/A	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
431 LOLITA ST	Y.SANDOVAL/R.PENA	6/21/2023	ANIMAL COMPLAINT	BROWN AND WHITE DOG	N/A	N/A	NO	RUNNING AT LARGE	GONE ON ARRIVAL	N/A	\$0.00
MENDOTA HIGH SCHOOL	R.PENA	6/22/2023	ANIMAL COMPLAINT	LARGE DOG	N/A	N/A	NO	DOG BITE	REPORT TO FOLLOW	N/A	\$0.00
CHEVRON	R.PENA/Y.SANDOVAL	6/22/2023	ANIMAL COMPLAINT	CAT	N/A	N/A	NO	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
2038 7TH ST	G.ALCAZAR/A.NAVARRO	6/23/2023	ANIMAL COMPLAINT	PITBULL MIX	M	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
636 GAXIOLA ST	G.ALCAZAR	6/23/2023	ANIMAL COMPLAINT	TERRIER MIX	M	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
AMIGOS MARKET	G.ALCAZAR	6/23/2023	ANIMAL COMPLAINT	BLACK PUPPY	M	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA HIGH SCHOOL	G.ALCAZAR/A.NAVARRO	6/23/2023	ANIMAL COMPLAINT	HUSKY	M	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
765 1 ST	A.NAVARRO/G.ALCAZAR	6/23/2023	ANIMAL COMPLAINT	2 PITBULL MIX	N/A	765 1 ST	NO	CONTAINED BY OWNER	WARNING	N/A	\$0.00
AMOR WELLNESS	G.ALCAZAR	6/24/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD MIX	M		YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
ASH/SORENSEN	G.ALCAZAR	6/25/2023	ANIMAL COMPLAINT	GERMAN SHEPHERD	M		NO	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA DOG POUND	G.ALCAZAR	6/25/2023	LOST/FOUND ANIMAL	GERMAN SHEPHERD	M		NO	RETURNED TO OWNER	WARNING	N/A	\$0.00
796 UNIDA ST	G.ALCAZAR	6/26/2023	ANIMAL COMPLAINT	MULTIPLE DOGS	N/A		NO	ANIMAL CRUELTY	CHECKS OKAY	N/A	\$0.00
775 1 ST	G.ALCAZAR	6/26/2023	LOST/FOUND ANIMAL	PTIBULLMIX	N/A		NO	LOST DOG	NECESSARY ACTION TAKEN	N/A	\$0.00
861 STAMOULES ST	G.ALCAZAR/Y.SANDOVAL	6/26/2023	ANIMAL COMPLAINT	PITBULL MIX	N/A		NO	CONTAINED BY OWNER	WARNING	N/A	\$0.00
CA33/BELMONT AVE	R.PENA/Y.SANDOVAL	6/27/2023	PUBLIC HAZARD	BROWN AND BLACK DOG	N/A	N/A	NO	DOG BITE	UNABLE TO LOCATE	N/A	\$0.00
585 N KATE ST	R.PENA	6/27/2023	ANIMAL COMPLAINT	LARGE PITBULL	N/A	N/A	NO	LOST DOG	NECESSARY ACTION TAKEN	N/A	\$0.00
323 BLANCO ST	R.PENA	6/28/2023	ANIMAL COMPLAINT	LARGE DOG	N/A	N/A	NO	CONTAINED BY OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
560 DIVISADERO	G.ALCAZAR	6/30/2023	ANIMAL COMPLAINT	HUSKY MIX	N/A	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
57 VERA CIRCLE	G.ALCAZAR	6/30/2023	ANIMAL COMPLAINT	TERRIER MIX	M	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00
260 GONZALEZ ST	A.NAVARRO	6/30/2023	ANIMAL COMPLAINT	TERRIER MIX	F	N/A	YES	RUNNING AT LARGE	NECESSARY ACTION TAKEN	N/A	\$0.00

TOTAL IMPOUND: 14	TOTAL: \$400.00
RESCUED: 0	
AT DOG POUND: 8	
RETURNED TO OWNER: 2	
SLEEP: 4	

**Code Enforcement
Monthly Log**

June 2023

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	OFFICER
MCDONALDS	PATROL CHECK	6/1/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/1/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
2ND/OLLER	VEHICLE CHECK	6/1/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
7TH/S KATE	VEHICLE CHECK	6/1/2023	N/A	CITE	\$50.00	G.ALCAZAR
7TH/S KATE	MUNICODE VIOLATION (JUNK/HOMELESS ENCAMPMENT/ABANDONED VEHICLE)	6/1/2023	N/A	CITE	\$300.00	G.ALCAZAR
MEPD	CITIZEN ASSIST	6/1/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
POOL PARK	PATROL CHECK	6/1/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
632 L ST	RECOVERED STOLEN VEHICLE	6/1/2023	N/A	REPORT TO FOLLOW	\$0.00	G.ALCAZAR/A.NAVARRO
MEPD	LOBBY TRAFFIC (WEED ABATEMENTS)	6/1/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
MEPD	LOBBY TRAFFIC (WEED ABATEMENTS)	6/1/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	SPECIAL DETAIL (FOOD DRIVE)	6/1/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
519 I ST	VEHICLE CHECK	6/1/2023	N/A	WARNING	\$0.00	A.NAVARRO
MENDOTA PUBLIC WORKS	REFUELING	6/1/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/1/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
2025 6TH ST	FOLLOW UP (WEED ABATEMENT)	6/1/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/1/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
MEPD	EQUIPMENT REPAIR	6/2/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/2/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
600 BLOCK OF DE LA CRUZ ST	FOLLOW UP (WEED ABATEMENT)	6/2/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	R.PENA
ROJAS PIERCE PARK	DIRECTED PATROL CHECK	6/2/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
MCDONALDS	DIRECTED PATROL CHECK	6/2/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
AMOR WELLNESS	DIRECTED PATROL CHECK	6/2/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
1050 6TH ST	MUNICODE VIOLATION(FIRE HAZARD)	6/2/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	R.PENA/Y.SANDOVAL
132 MCCABE AVE	COMMUNITY CONTACT	6/2/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
CITY HALL	ADMINISTRATIVE MEETING	6/2/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL/R.PENA
NAPLES/3RD	MUNICODE VIOLATION	6/2/2023	N/A	COMPLETE	\$0.00	R.PENA
1490 4TH ST	VANDALISM	6/2/2023	N/A	REPORT TO FOLLOW	\$0.00	Y.SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/2/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL/R.PENA
ROJAS PIERCE PARK	PATROL CHECK	6/2/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
OLLER/W BELMONT AVE	EQUIPMENT REPAIR	6/2/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
2099 7TH ST	COMMUNITY CONTACT	6/2/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA PUBLIC WORKS	SPECIAL DETAIL	6/3/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
720 OLLER ST	COMMUNITY CONTACT	6/3/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
ROJAS PIERCE PARK	PATROL CHECK	6/3/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
CITY HALL	SPECIAL DETAIL	6/4/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
210 LUA AVE	COMMUNITY CONTACT	6/4/2023	N/A	COMPLETE	\$0.00	R.PENA
7TH/LOLITA	VEHICLE CHECK	6/4/2023	N/A	TOW / REPORT TO FOLLOW	\$50.00	R.PENA/Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/4/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
109 KATE CT	VEHICLE CHECK	6/4/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
MCDONALDS	PATROL CHECK	6/4/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
697 DERRICK AVE	CITIZEN ASSIST	6/4/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
747 DERRICK AVE	COMMUNITY CONTACT	6/4/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
512 QUINCE ST	FOLLOW UP	6/4/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
210 LUA AVE	COMMUNITY CONTACT	6/4/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
TOSTEVET	SPECIAL DETAIL	6/5/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
MEPD	EQUIPMENT REPAIR	6/5/2023	N/A	COMPLETE	\$0.00	R.PENA
LATINOS MARKET	MUNICODE VIOLATION(OPEN CONTAINER)	6/5/2023	N/A	CITE	\$50.00	R.PENA
647 PEREZ ST	VEHICLE CHECK	6/5/2023	N/A	CITE	\$275.00	R.PENA
MEPD	MISC. INVESTIGATION	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	SPECIAL DETAIL	6/5/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR

**Code Enforcement
Monthly Log**

June 2023

AMOR WELLNESS	PATROL CHECK	6/5/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
POOL PARK	PATROL CHECK	6/5/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
CITY YARD	REFUELING	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
CITY YARD	EQUIPMENT REPAIR	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/5/2023	N/A	COMPLETE	\$0.00	R.PENA
210 LUA AVE	COMMUNITY CONTACT	6/5/2023	N/A	COMPLETE	\$0.00	R.PENA
747 DERRICK AVE	COMMUNITY CONTACT	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
CITY HALL	COMMUNITY CONTACT	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
ROJAS PIERCE PARK	PATROL CHECK	6/5/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
785 MARIE ST	MUNICODE VIOLATION (FENCING REGULATIONS)	6/5/2023	N/A	WARNING	\$0.00	R.PENA
AMADOR/OXNARD	GRAFFITI	6/5/2023	N/A	REPORT TO FOLLOW	\$0.00	R.PENA
218 OLLER ST	COMMUNITY CONTACT	6/5/2023	N/A	COMPLETE	\$0.00	R.PENA
RIO FRIO/7TH	SPECIAL DETAIL	6/5/2023	N/A	COMPLETE	\$0.00	A.NAVARRO/R.PENA/Y.SANDOVAL/G.AL CAZAR
AMOR WELLNESS	ADMINISTRATIVE MEETING	6/5/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/5/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
AUTOZONE	COMMUNITY CONTACT	6/5/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/6/2023	N/A	COMPLETE	\$0.00	R.PENA
647 PEREZ ST	VEHICLE CHECK	6/6/2023	N/A	CITE	\$50.00	R.PENA
647 PEREZ ST	VEHICLE CHECK	6/6/2023	N/A	CITE	\$50.00	R.PENA
BASS/BARBOZA	MISC. INVESTIGATION	6/6/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	R.PENA/Y.SANDOVAL
132 MCCABE AVE	COMMUNITY CONTACT	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
CITY HALL	COMMUNITY CONTACT	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
854 JUANITA ST	MISC. INVESTIGATION	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
344 ROSALES LN	CITIZEN ASSIST	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MCDONALDS	PATROL CHECK	6/6/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
NAPLES/5TH	CITIZEN ASSIST	6/6/2023	N/A	REPORT TO FOLLOW	\$0.00	R.PENA/Y.SANDOVAL
DOG POUND	MISC. INVESTIGATION	6/6/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
POOL PARK	PATROL CHECK	6/6/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
627 LOZANO ST	VEHICLE CHECK	6/6/2023	N/A	CITE	\$20.00	Y.SANDOVAL
429 MARTINEZ CT	VEHICLE CHECK	6/6/2023	N/A	CITE	\$40.00	Y.SANDOVAL
245 BANDONI CT	VEHICLE CHECK	6/6/2023	N/A	CITE	\$50.00	Y.SANDOVAL
2020 7TH ST	COMMUNITY CONTACT	6/6/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
MCDONALDS	PATROL CHECK	6/6/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
ROJAS PIERCE PARK	PATROL CHECK	6/6/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
AMOR WELLNESS	PATROL CHECK	6/6/2023	N/A	CHECKS OKAY	\$0.00	Y.SANDOVAL
MENDOTA LIBRARY	REPORTS	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL/R.PENA
DERRICK/BELMONT	EQUIPMENT REPAIR	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA HIGH SCHOOL	COMMUNITY CONTACT	6/6/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA
AMOR WELLNESS	PATROL CHECK	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA
MENDOTA LIBRARY	REPORTS	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA
MENDOTA PUBLIC WORKS	REFUELING	6/7/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
CITY HALL	SPECIAL DETAIL	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
1890 7TH ST	MUNICODE VIOLATION(DISBURSING FOOD)	6/7/2023	N/A	WARNING	\$0.00	R.PENA
SONORA MARKET	MUNICODE VIOLATION(SCAVENGING)	6/7/2023	N/A	CITE	\$100.00	R.PENA
320 HOLMES	MUNICODE VIOLATION(WEEDS)	6/7/2023	N/A	WARNING	\$0.00	R.PENA
CITY HALL	COMMUNITY CONTACT	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
132 MCCABE AVE	COMMUNITY CONTACT	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA
MENDOTA DOG POUND	MISC. INVESTIGATION	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL

**Code Enforcement
Monthly Log**

June 2023

643 JUANITA	FOLLOW UP(WEEDS)	6/7/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	6/7/2023	N/A	COMPLETE	\$0.00	R.PENA
DERRICK/BELMONT	EQUIPMENT REPAIR	6/7/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/8/2023	N/A	COMPLETE	\$0.00	R.PENA
AMOR WELLNESS	PATROL CHECK	6/8/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
MEPD	FOLLOW UP(WEEDS)	6/8/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	R.PENA
1269 MARIE	FOLLOW UP(WEEDS)	6/8/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/8/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
CITY OF MENDOTA	SPECIAL DETAIL	6/8/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
132 MCCABE AVE	COMMUNITY CONTACT	6/8/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
230 MCCABE AVE	COMMUNITY CONTACT	6/8/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
OLLER/W BELMONT AVE	EQUIPMENT REPAIR	6/8/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/8/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/8/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/8/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
9TH/NAPLES	PUBLIC HAZARD(RAILROAD CROSSING)	6/9/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	G.ALCAZAR/A.NAVARRO
MEPD	LOBBY TRAFFIC (WEED ABATEMENTS)	6/9/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	G.ALCAZAR
632 L ST	FOLLOW UP(GTA RECOVERY)	6/9/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/9/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
CITY HALL	COMMUNITY CONTACT	6/9/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
CITY OF FRESNO	MISC. INVESTIGATION	6/9/2023	N/A	COMPLETE	\$0.00	R.PENA
8TH/UNIDA	CITIZEN ASSIST(FLAGDOWN)	6/9/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
111 BELMONT	COMMUNITY CONTACT	6/9/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
612 DERRICK AVE	COMMUNITY CONTACT	6/9/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
612 DERRICK AVE	MUNICODE VIOLATION (SCAVENGING)	6/9/2023	N/A	WARNING	\$0.00	A.NAVARRO
MEPD	FRAUD	6/9/2023	N/A	REPORT TO FOLLOW	\$0.00	A.NAVARRO
MC REPAIRS	EQUIPMENT REPAIR	6/9/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
GONZALEZ TOWING	COMMUNITY CONTACT	6/9/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
1161 OLLER ST	VEHICLE CHECK	6/9/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO/G.ALCAZAR
MENDOTA DOG POUND	MISC. INVESTIGATION	6/9/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	FIRE	6/9/2023	N/A	TOT CALFIRE	\$0.00	G.ALCAZAR/A.NAVARRO/E.BARRERA/A.A GUILAR/F.RENTERIA
ROJAS PIERCE PARK	PATROL CHECK	6/9/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/10/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
MENDOTA DOG POUND	MISC. INVESTIGATION	6/10/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/10/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
5TH/MARIE	MUNICODE VIOLATION	6/10/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
ROJAS PIERCEPARK	PATROL CHECK	6/10/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
6TH/OLLER	CITIZEN ASSIST(FLAGDOWN)	6/11/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
AMIGOS MARKET	MUNICODE VIOLATION(WEEDS)	6/11/2023	N/A	WARNING	\$0.00	G.ALCAZAR
LATINOS MARKET	MUNICODE VIOLATION(OPEN CONTAINER)	6/11/2023	N/A	CITE	\$50.00	G.ALCAZAR
ROJAS PIERCEPARK	PATROL CHECK	6/11/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
11TH/PUCHEU	VEHICLE CHECK	6/11/2023	N/A	72 HOUR TAG	\$0.00	G.ALCAZAR
902 RIO FRIO	VEHICLE CHECK	6/11/2023	N/A	WARNING	\$0.00	G.ALCAZAR
DIVISADERO/MARIE	MUNICODE VIOLATION (OPEN CONTAINER)	6/11/2023	N/A	CITE	\$50.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/11/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
MENDOTA DOGPOUND	MISC. INVESTIGATION	6/11/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
64 QUIROGA CT	NOISE NUISANCE	6/11/2023	N/A	WARNING	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/11/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
218 OLLER ST	COMMUNITY CONTACT	6/12/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/12/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
MENDOTA CITY YARD	REFUELING	6/12/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR

**Code Enforcement
Monthly Log**

June 2023

MEPD	SPECIAL DETAIL	6/12/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
GONZALEZ TOWING	FOLLOW UP	6/12/2023	N/A	COMPLETE	\$0.00	R.PENA
1161 OLLER ST	VEHICLE CHECK	6/12/2023	N/A	72 HOUR TAG	\$0.00	A.NAVARRO
MENDOTA FOOD CENTER	COMMUNITY CONTACT	6/12/2023	N/A	COMPLETE	\$0.00	R.PENA
GONZALEZ TOWING	MISC. INVESTIGATION	6/12/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
DIRT LOT EAST OF 1161 OLLER ST	FOLLOW UP(WEED ABATEMENT)	6/12/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
DIRT LOT EAST OF 1037 OLLER ST	FOLLOW UP(WEED ABATEMENT)	6/12/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
866 OLLER ST	FOLLOW UP(WEED ABATEMENT)	6/12/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
343 ROSALES LN	VEHICLE NUISANCE	6/12/2023	N/A	WARNING	\$0.00	R.PENA/J.LOPEZ
884 QUINCE ST	FOLLOW UP (WEED ABATEMENT)	6/12/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
596 RIO FRIO ST	GRAFFITI	6/12/2023	N/A	REPORT TO FOLLOW	\$0.00	R.PENA
872 QUINCE	FOLLOW UP (WEED ABATEMENT)	6/12/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
1666 8TH ST	FOLLOW UP(WEED ABATEMENT)	6/12/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
MENDOTA DOG POUND	MISC. INVESTIGATION	6/12/2023	N/A	REPORT TO FOLLOW	\$0.00	G.ALCAZAR/J.FARR
ROJAS PIERCE PARK	PATROL CHECK	6/12/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	FOLLOW UP(VEHICLE TRESPASSING)	6/12/2023	N/A	WARNING	\$0.00	A.NAVARRO
MEPD	EQUIPMENT REPAIR	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
PEREZ/LOZANO	VEHICLE CHECK	6/13/2023	N/A	CITE	\$50.00	R.PENA
PEREZ/BARBOZA	VEHICLE CHECK	6/13/2023	N/A	CITE	\$50.00	R.PENA
PEREZ/LOZANO	VEHICLE CHECK	6/13/2023	N/A	CITE	\$50.00	R.PENA
MEPD	MISC. INVESTIGATION	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
MENDOTA DOG POUND	MISC. INVESTIGATION	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
867 OLLER ST	COMMUNITY CONTACT	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
ROJAS PIERCE PARK	PATROL CHECK	6/13/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
MEPD	ADMINISTRATIVE MEETING	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
MENDOTA DOG POUND	MISC. INVESTIGATION	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/13/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
POOL PARK	PATROL CHECK	6/14/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
DOG POUND	PATROL CHECK	6/14/2023	N/A	CHECKS OKAY	\$0.00	R.PENA
MEPD	MISC. INVESTIGATION	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
AMOR WELLNESS	PATROL CHECK	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
210 LUA AVE	COMMUNITY CONTACT	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	MISC. INVESTIGATION	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
MENDOTA DOG POUND	MISC. INVESTIGATION	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/14/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/15/2023	N/A	COMPLETE	\$0.00	R.PENA
1161 OLLER ST	VEHICLE CHECK	6/15/2023	N/A	TOW / REPORT TO FOLLOW	\$0.00	R.PENA
AMOR WELLNESS	PATROL CHECK	6/15/2023	N/A	COMPLETE	\$0.00	R.PENA
POOL PARK	PATROL CHECK	6/15/2023	N/A	COMPLETE	\$0.00	R.PENA
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	HOMELESS ENCAMPMENT	6/15/2023	N/A	COMPLETE	\$0.00	R.PENA
630 RIO FRIO ST	MUNICODE VIOLATION(JUNK)	6/15/2023	N/A	CITE	\$100.00	R.PENA
MENDOTA DOG POUND	MISC. INVESTIGATION	6/15/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/15/2023	N/A	COMPLETE	\$0.00	R.PENA
LOLITA/DIVISADERO	CITIZEN ASSIST	6/16/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/16/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
CITY YARD	REFUELING	6/16/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
CITY YARD	REFUELING	6/16/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
MENDOTA VALLEY FOOD	MUNICODE VIOLATION(NOISE NUISANCE)	6/16/2023	N/A	WARNING	\$0.00	A.NAVARRO
DIVISADERO/LOLITA	MUNICODE VIOLATION(OPEN CONTAINER)	6/16/2023	N/A	CITE	\$50.00	G.ALCAZAR/A.NAVARRO
MENDOTA DOG POUND	MISC. INVESTIGATION	6/16/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
626 I ST	COMMUNITY CONTACT	6/16/2023	N/A	COMPLETE	\$0.00	A.NAVARRO

**Code Enforcement
Monthly Log**

June 2023

MENDOTA POOL PARK	PATROL CHECK	6/16/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
COUNTRYWAY APARTMENTS	MUNICODE VIOLATION(NO BUSINESS LICENSE)	6/16/2023	N/A	WARNING	\$0.00	A.NAVARRO
943 QUINCE	VEHICLE CHECK	6/16/2023	N/A	CITE	\$50.00	G.ALCAZAR
647 LOZANO	VEHICLE CHECK	6/16/2023	N/A	WARNING	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/16/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
POOL PARK	PATROL CHECK	6/16/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/16/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
1067 PUCHEU ST	MUNICODE VIOLATION(OPEN CONTAINER&HOMELESS	6/16/2023	N/A	CITE	\$150.00	G.ALCAZAR
POOL PARK	PATROL CHECK	6/17/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
300 RIOS ST	VEHICLE CHECK	6/17/2023	N/A	CITE	\$50.00	G.ALCAZAR
300 RIOS ST	VEHICLE CHECK	6/17/2023	N/A	WARNING	\$0.00	G.ALCAZAR
PEREZ/LOZANO	VEHICLE CHECK	6/17/2023	N/A	CITE	\$50.00	G.ALCAZAR
DIVISADERO/LOLITA	PATROL CHECK	6/17/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/17/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
POOL PARK	PATROL CHECK	6/17/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
DOG POUND	MISC. INVESTIGATION	6/17/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
AMIGOS MARKET	MUNICODE VIOLATION(OPEN CONTAINER)	6/17/2023	N/A	WARNING	\$0.00	G.ALCAZAR
7TH/KATE	MUNICODE VIOLATION(OPEN CONTAINER)	6/17/2023	N/A	CITE	\$50.00	G.ALCAZAR
766 DERRICK	COMMUNITY CONTACT	6/17/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
SINCLAIR	COMMUNITY CONTACT	6/17/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/17/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	PATROL CHECK	6/17/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
1729 JENNINGS	MUNICODE VIOLATION(NO BUSINESS LICENSE)	6/17/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
943 QUINCE	VEHICLE CHECK	6/17/2023	N/A	WARNING	\$0.00	A.NAVARRO
RIO FRIO/7TH	VEHICLE CHECK	6/17/2023	N/A	CITE	\$50.00	A.NAVARRO
2ND/MARIE	MUNICODE VIOLATION(OPEN CONTAINER)	6/17/2023	N/A	CITE	\$100.00	G.ALCAZAR/A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/18/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
660 PUCHEU ST	MUNICODE VIOLATION(NO BUSINESS LICENSE)	6/18/2023	N/A	WARNING	\$0.00	A.NAVARRO
10TH/QUINCE	VEHICLE CHECK	6/18/2023	N/A	72 HOUR TAG	\$0.00	G.ALCAZAR
503 CANTU CT	MUNICODE VIOLATION(PARKING ON LAWN)	6/18/2023	N/A	WARNING	\$0.00	A.NAVARRO
657 4TH CT	VEHICLE CHECK	6/18/2023	N/A	CITE	\$50.00	A.NAVARRO
QUINCE/8TH	VEHICLE CHECK	6/18/2023	N/A	CITE	\$50.00	G.ALCAZAR
304 J ST	VEHICLE CHECK	6/18/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
507 OLLER ST	MUNICODE VIOLATION(OPEN CONTAINER)	6/18/2023	N/A	CITE	\$50.00	G.ALCAZAR
1725 7TH ST	COMMUNITY CONTACT	6/18/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
766 DERRICK	COMMUNITY CONTACT	6/18/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
7TH/STAMOULES	VEHICLE CHECK	6/18/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/18/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
POOL PARK	PATROL CHECK	6/18/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
MENDOTA DOG POUND	MISC. INVESTIGATION	6/18/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	PATROL CHECK	6/18/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
1733 7TH ST	COMMUNITY CONTACT	6/18/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
655 LOLITA	VEHICLE CHECK	6/18/2023	N/A	WARNING	\$0.00	G.ALCAZAR/A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/18/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
6TH/QUINCE	VEHICLE CHECK	6/18/2023	N/A	CITE	\$50.00	G.ALCAZAR
1067 PUCHEU ST	HOMELESS ENCAMPMENT	6/19/2023	N/A	WARNING	\$0.00	G.ALCAZAR/A.NAVARRO
MEPD	ADMINISTRATIVE MEETING	6/19/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
RAMONS TIRE AND AUTO SERVICE INC	COMMUNITY CONTACT	6/19/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
MENDOTA CITY YARD	REFUELING	6/19/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
1290 6TH ST	MUNICODE VIOLATION(APPLIANCES, FENCING	6/19/2023	N/A	CITE	\$300.00	G.ALCAZAR
867 RIO FRIO ST	VEHICLE CHECK	6/19/2023	N/A	CITE	\$50.00	G.ALCAZAR
1441 7TH ST	SUBJECT CHECK	6/19/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR

**Code Enforcement
Monthly Log**

June 2023

LOZANO PARK	MUNICODE VIOLATION(OPEN CONTAINER)	6/19/2023	N/A	WARNING	\$0.00	G.ALCAZAR
612 OLLER ST	MUNICODE VIOLATION(SCAVENGING)	6/19/2023	N/A	CITE	\$100.00	G.ALCAZAR
812 AIRPORT BLVD	VEHICLE CHECK	6/19/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/19/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
MENDOTA DOG POUND	MISC. INVESTIGATION	6/19/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/19/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
MEPD	ADMINISTRATIVE MEETING	6/19/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
MALDONADO/BLACK	VENDOR(NO BUSINESS LICENSE)	6/19/2023	N/A	CITE	\$250.00	Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/19/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
OLLER/4TH	EQUIPMENT REPAIR	6/19/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/20/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
RAMONS TIRE AND AUTO SERVICE INC	COMMUNITY CONTACT	6/20/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL/R.PENA
MEPD	ADMINISTRATIVE MEETING	6/20/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
566 LOLITA ST	FOLLOW UP	6/20/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
DIAMICI COFFEE SHOP	ADMINISTRATIVE MEETING	6/20/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
140 LOCUST AVE	MISC. INVESTIGATION	6/20/2023	N/A	WARNING	\$0.00	R.PENA/Y.SANDOVAL
760 LOLITA ST	VEHICLE CHECK	6/20/2023	N/A	CITE	\$50.00	R.PENA
OLLER/4TH	EQUIPMENT REPAIR	6/20/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/20/2023	N/A	COMPLETE	\$0.00	R.PENA
210 LUA AVE	COMMUNITY CONTACT	6/21/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	EQUIPMENT REPAIR	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
DERRICK/BELMONT	EQUIPMENT REPAIR	6/21/2023	N/A	COMPLETE	\$0.00	R.PENA
218 OLLER ST	COMMUNITY CONTACT	6/21/2023	N/A	COMPLETE	\$0.00	R.PENA
912 MARIE ST	REFUELING	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
647 PEREZ ST	COMMUNITY CONTACT	6/21/2023	N/A	COMPLETE	\$0.00	R.PENA
6731 N CEDAR AVE	MISC. INVESTIGATION	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
1019 QUINCE ST	PETTY THEFT	6/21/2023	N/A	REPORT TO FOLLOW	\$0.00	R.PENA
MEPD	MISC. INVESTIGATION	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
747 DERRICK	COMMUNITY CONTACT	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/21/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
5TH/OLLER	EQUIPMENT REPAIR	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
2099 7TH ST	COMMUNITY CONTACT	6/21/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	EQUIPMENT REPAIR	6/22/2023	N/A	COMPLETE	\$0.00	R.PENA
747 DERRICK AVE	COMMUNITY CONTACT	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
POOL PARK	PATROL CHECK	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	PATROL CHECK	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/22/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	LOBBY TRAFFIC (LOST PROPERTY)	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
DIAMICI COFFEE SHOP	SPECIAL DETAIL	6/22/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
ROJAS PIERCE PARK	PATROL CHECK	6/23/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
2025 TULE ST	COMMUNITY CONTACT	6/23/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
912 MARIE ST	REFUELING	6/23/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
HERNANDEZ/LOZANO	VEHICLE CHECK	6/23/2023	N/A	WARNING	\$0.00	G.ALCAZAR
1161 OLLER ST	VEHICLE CHECK	6/23/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
MENDOTA DOG POUND	MISC. INVESTIGATION	6/23/2023	N/A	COMPLETE	\$0.00	A.NAVARRO/G.ALCAZAR
POOL PARK	PATROL CHECK	6/23/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
2ND/MARIE	SUBJECT CHECK	6/23/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
628 4TH CT	VEHICLE CHECK	6/23/2023	N/A	TOW / REPORT TO FOLLOW	\$50.00	A.NAVARRO/G.ALCAZAR
MEPD	LOBBY TRAFFIC	6/23/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
99 CENTS STORE	NOISE NUISANCE	6/23/2023	N/A	WARNING	\$0.00	A.NAVARRO

**Code Enforcement
Monthly Log**

June 2023

ROJAS PIERCE PARK	PATROL CHECK	6/23/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/23/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/24/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
200 DERRICK	VEHICLE CHECK	6/24/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
POOL PARK	PATROL CHECK	6/24/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
566 LOLITA ST	FOLLOW UP	6/24/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
655 LOLITA ST	MUNICODE VIOLATION	6/24/2023	N/A	CHECKS OKAY	\$0.00	A.NAVARRO
MENDOTA DOG POUND	MISC. INVESTIGATION	6/24/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/A.NAVARRO
SONORA MARKET	BUSINESS INSPECTION	6/24/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR/A.NAVARRO
MENDOTA VALLEY FOOD	COMMUNITY CONTACT	6/24/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
8TH/QUINCE	VEHICLE CHECK	6/24/2023	N/A	CITE	\$50.00	A.NAVARRO
ROJAS PIERCE PARK	PATROL CHECK	6/24/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/24/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
56 QUIROGA CT	NOISE NUISANCE	6/25/2023	N/A	WARNING	\$0.00	G.ALCAZAR
1267 OLLER ST	COMMUNITY CONTACT	6/25/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
70 GURROLA ST	VEHICLE CHECK	6/25/2023	N/A	CITE	\$50.00	G.ALCAZAR
ROJAS PIERCE PARK	PETTY THEFT	6/25/2023	N/A	REPORT TO FOLLOW	\$0.00	G.ALCAZAR
AMOR WELLNESS	PATROL CHECK	6/25/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
140 LOCUST AVE	VEHICLE CHECK	6/25/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
629 LOZANO ST	VEHICLE CHECK	6/25/2023	N/A	WARNING	\$0.00	G.ALCAZAR
647 PEREZ ST	VEHICLE CHECK	6/25/2023	N/A	CITE	\$40.00	G.ALCAZAR
MENDOTA POOL PARK	PATROL CHECK	6/25/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
MENDOTA DOG POUND	MISC. INVESTIGATION	6/25/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/25/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
6TH/QUINCE	MUNICODE VIOLATION(OPEN CONTAINER)	6/25/2023	N/A	CITE	\$50.00	G.ALCAZAR
747 DERRICK AVE	COMMUNITY CONTACT	6/25/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	PATROL CHECK	6/25/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	VANDALISM	6/25/2023	N/A	REPORT TO FOLLOW	\$0.00	G.ALCAZAR
MEPD	ADMINISTRATIVE MEETING	6/26/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	SPECIAL DETAIL	6/26/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
SORENSON HARDWARE	COMMUNITY CONTACT	6/26/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/26/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCEPARK	PATROL CHECK	6/26/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
MEPD	MISC. INVESTIGATION	6/26/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
279 L ST	VEHICLE CHECK	6/26/2023	N/A	CHECKS OKAY	\$0.00	G.ALCAZAR
POOL PARK	PATROL CHECK	6/26/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
60 VERA CIRCLE	VEHICLE CHECK	6/26/2023	N/A	CITE	\$50.00	G.ALCAZAR
2200 FRESNO ST	MISC. INVESTIGATION	6/26/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
290 ESPINOZA ST	VEHICLE CHECK	6/26/2023	N/A	TOW / REPORT TO FOLLOW	\$50.00	A.NAVARRO/G.ALCAZAR
1161 OLLER ST	MISC. INVESTIGATION	6/26/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL/G.ALCAZAR
747 DERRICK	COMMUNITY CONTACT	6/26/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/26/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR/Y.SANDOVAL
1510 W DAN RONQUILLO AVE	MISC. INVESTIGATION	6/26/2023	N/A	COMPLETE	\$0.00	R.PENA
CITY OF MENDOTA	SPECIAL DETAIL	6/27/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
SORENSON HARDWARE	COMMUNITY CONTACT	6/27/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
1269 MARIE	FOLLOW UP	6/27/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
731 JUANITA	FOLLOW UP	6/27/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/27/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/27/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
CITY OF KERMAN	SPECIAL DETAIL	6/27/2023	N/A	COMPLETE	\$0.00	R.PENA
MEPD	MISC. INVESTIGATION	6/27/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOG POUND	MISC. INVESTIGATION	6/27/2023	N/A	COMPLETE	\$0.00	R.PENA/Y.SANDOVAL

**Code Enforcement
Monthly Log**

June 2023

690 OLLER ST	COMMUNITY CONTACT	6/28/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
2030 7TH ST	COMMUNITY CONTACT	6/28/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOGPOUND	PATROL CHECK	6/28/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/29/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
POOL PARK	PATROL CHECK	6/29/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MENDOTA DOGPOUND	MISC. INVESTIGATION	6/29/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	6/29/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	FRAUD	6/29/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	Y.SANDOVAL
CITY HALL	COMMUNITY CONTACT	6/29/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
MEPD	MISC. INVESTIGATION	6/29/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
643 RIO FRIO	FOLLOW UP	6/30/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
ROJAS PIERCE PARK	PATROL CHECK	6/30/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	PATROL CHECK	6/30/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
MENDOTA DOG POUND	MISC. INVESTIGATION	6/30/2023	N/A	COMPLETE	\$0.00	A.NAVARRO/G.ALCAZAR
POOL PARK	PATROL CHECK	6/30/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
MEPD	MISC. INVESTIGATION	6/30/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
700 DERRICK	COMMUNITY CONTACT	6/30/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
9TH/MARIE	MUNICODE VIOLATION(BUSINESS LICENSE)	6/30/2023	N/A	WARNING	\$0.00	A.NAVARRO
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	PATROL CHECK	6/30/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
912 MARIE ST	EQUIPMENT REPAIR	6/30/2023	N/A	COMPLETE	\$0.00	G.ALCAZAR
1109 9TH ST	MUNICODE VIOLATION(WEEDS)	6/30/2023	N/A	WARNING	\$0.00	Y.SANDOVAL
912 MARIE ST	REFUELING	6/30/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL
1248 OLLER	FOLLOW UP	6/30/2023	N/A	COMPLETE	\$0.00	A.NAVARRO
218 OLLER ST	COMMUNITY CONTACT	6/30/2023	N/A	COMPLETE	\$0.00	Y.SANDOVAL/G.ALCAZAR
WILLIAM R JOHNSTON MUNICIPAL AIRPORT	MUNICODE VIOLATION(FIRE HAZARD)	6/30/2023	N/A	CITE	\$100.00	G.ALCAZAR
TOTAL:						\$3,325.00

MENDOTA POLICE DEPARTMENT

JUNE 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230001460.1		6/1/2023	Thu	NO	TRAFFIC COLLISION	
230001462.1		6/1/2023	Thu	NO	TRAFFIC COLLISION	
230001464.1		6/1/2023	Thu	NO	VANDALISM	PC 594
230001466.1		6/1/2023	Thu	YES	DUI ARREST	VC 23152, PC 273AA
230001469.1		6/2/2023	Fri	NO	MISSING PERSON	
230001470.1		6/2/2023	Fri	YES	WARRANT ARREST	PC 978.5, PC 602, PC 148
230001471.1		6/2/2023	Fri	NO	VANDALISM	PC 594
230001474.1		6/2/2023	Fri	YES	SIMPLE ASSAULT	PC 242
230001476.1		6/3/2023	Sat	YES	WARRANT ARREST	PC 978.5
230001478.1		6/3/2023	Sat	NO	AGGRAVATED ASSAULT	PC 245
230001479.1		6/3/2023	Sat	YES	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 236, PC 1203.2
230001481.1		6/3/2023	Sat	NO	DECEASED PERSON	11-44
230001482.1		6/3/2023	Sat	YES	BURGLARY	PC 459, PC 422, PC 594
230001483.1		6/4/2023	Sun	NO	MENTALLY UNSTABLE	WI 5150
230001484.1		6/4/2023	Sun	NO	VEHICLE STORAGE	VC 22651
230001485.1		6/4/2023	Sun	YES	DUI ARREST	VC 23152
230001486.1		6/4/2023	Sun	NO	SIMPLE ASSAULT	PC 242
230001487.1		6/4/2023	Sun	NO	INJURED PERSON	
230001488.1		6/5/2023	Mon	NO	VANDALISM	PC 594
230001490.1		6/5/2023	Mon	YES	PUBLIC INTOXICATION	PC 64F
230001491.1		6/5/2023	Mon	YES	NARCOTICS VIOLATION	HS 11364
230001492.1		6/5/2023	Mon	YES	OPEN CONTAINER	BP 25620
230001494.1		6/6/2023	Tue	NO	INCIDENT REPORT	
230001495.1		6/6/2023	Tue	YES	OBSTRUCTION	PC 148A1
230001496.1		6/6/2023	Tue	YES	PUBLIC INTOXICATION	PC 647F
230001498.1		6/6/2023	Tue	NO	VANDALISM	PC 594
230001502.1		6/6/2023	Tue	NO	FIELD INTERVIEW	
230001503.1		6/6/2023	Tue	NO	REPOSSESSION	
230001505.1		6/7/2023	Wed	YES	DUI ARREST	VC 23152
230001506.1		6/7/2023	Wed	YES	WARRANT ARREST	PC 978.5
230001507.1		6/7/2023	Wed	NO	INCIDENT REPORT	
230001508.1		6/7/2023	Wed	NO	INCIDENT REPORT	
230001509.1		6/7/2023	Wed	YES	PUBLIC INTOXICATION	PC 647F
230001510.1		6/7/2023	Wed	YES	PUBLIC INTOXICATION	PC 647F
230001511.1		6/7/2023	Wed	YES	PUBLIC INTOXICATION	PC 647F, WARRANT ARREST
230001512.1		6/7/2023	Wed	NO	INCIDENT REPORT	
230001515.1		6/8/2023	Thu	YES	DUI ARREST	VC 23152, TRAFFIC COLLISION
230001516.1		6/8/2023	Thu	NO	INCIDENT REPORT	
230001517.1		6/8/2023	Thu	YES	OPEN CONTAINER	BP 25620
230001518.1		6/8/2023	Thu	YES	PUBLIC INTOXICATION	PC 647F
230001521.1		6/8/2023	Thu	YES	SIMPLE ASSAULT (DV)	PC 243E1
230001523.1		6/8/2023	Thu	NO	REPOSSESSION	
230001524.1		6/8/2023	Thu	YES	NARCOTICS VIOLATION	HS 11377
230001525.1		6/8/2023	Thu	YES	DUI ARREST	VC 23152

MENDOTA POLICE DEPARTMENT

JUNE 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230001527.1		6/8/2023	Thu	NO	REPOSSESSION	
230001528.1		6/9/2023	Fri	NO	IDENTITY THEFT	PC 530.5
230001529.1		6/9/2023	Fri	YES	OPEN CONTAINER	BP 25620
230001532.1		6/9/2023	Fri	NO	TRAFFIC COLLISION	
230001533.1		6/9/2023	Fri	YES	AGGRAVATED ASSAULT	PC 243D, PC 273AA
230001535.1		6/9/2023	Fri	NO	AGGRAVATED ASSAULT	PC 245
230001539.1		6/10/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001540.1		6/10/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001542.1		6/10/2023	Sat	YES	NARCOTICS VIOLATION	HS 11364
230001543.1		6/10/2023	Sat	NO	VEHICLE BURGLARY	PC 459
230001546.1		6/10/2023	Sat	NO	ANIMAL COMPLAINT	
230001547.1		6/10/2023	Sat	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230001548.1		6/10/2023	Sat	YES	NARCOTICS VIOLATION	HS 11350
230001549.1		6/11/2023	Sun	NO	VANDALISM	PC 594
230001552.1		6/11/2023	Sun	YES	OPEN CONTAINER	BP 25620
230001553.1		6/11/2023	Sun	NO	300 HOLD	WI 300
230001554.1		6/11/2023	Sun	NO	HARASSING PHONE CALL	PC 653M
230001556.1		6/11/2023	Sun	YES	DUI ARREST	VC 23152
230001557.1		6/6/2023	Tue	NO	INCIDENT REPORT	
230001558.1		6/12/2023	Mon	NO	VANDALISM	PC 594
230001560.1		6/12/2023	Mon	NO	SIMPLE ASSAULT (DV)	PC 243E1
230001561.1		6/12/2023	Mon	NO	REPOSSESSION	
230001562.1		6/12/2023	Mon	YES	WARRANT ARREST	PC 978.5
230001563.1		6/12/2023	Mon	NO	INCIDENT REPORT	
230001565.1		6/12/2023	Mon	NO	TRAFFIC COLLISION	
230001567.1		6/12/2023	Mon	YES	NARCOTICS VIOLATION	HS 11377A
230001569.1		6/13/2023	Tue	NO	INCIDENT REPORT	
230001571.1		6/13/2023	Tue	YES	VEHICLE PURSUIT	VC 2800.2, VC 20002, HS 11377, PC 148, PC 459, PC 3455A, VC 10855
230001572.1		6/13/2023	Tue	YES	PUBLIC INTOXICATION	PC 647F
230001573.1		6/13/2023	Tue	NO	RESIDENTIAL BURGLARY	PC 459, PC 602
230001575.1		6/14/2023	Wed	YES	BEGGING (SOLICITING)	PC 647C
230001576.1		6/14/2023	Wed	YES	VANDALISM	PC 594
230001577.1		6/14/2023	Wed	NO	IDENTITY THEFT	PC 530.5
230001580.1		6/15/2023	Thu	NO	VEHICLE STORAGE	VC 22651
230001582.1		6/15/2023	Thu	YES	PUBLIC INTOXICATION	PC 647F
230001583.1		6/15/2023	Thu	NO	REPOSSESSION	
230001585.1		6/15/2023	Thu	YES	WARRANT ARREST	PC 978.5
230001586.1		6/15/2023	Thu	YES	NARCOTICS VIOLATION	HS 11377
230001589.1		6/16/2023	Fri	NO	INCIDENT REPORT	
230001597.1		6/16/2023	Fri	YES	NARCOTICS VIOLATION	HS 11364
230001598.1		6/16/2023	Fri	YES	PUBLIC INTOXICATION	PC 647F
230001610.1		6/16/2023	Fri	NO	TRAFFIC COLLISION	
230001611.1		6/16/2023	Fri	YES	PUBLIC INTOXICATION	PC 647F
230001612.1		6/16/2023	Fri	NO	TRAFFIC COLLISION	

MENDOTA POLICE DEPARTMENT

JUNE 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230001613.1		6/16/2023	Fri	YES	RESISTING	PC 148A1
230001614.1		6/16/2023	Fri	NO	GRAND THEFT AUTO	VC 10851
230001616.1		6/16/2023	Fri	NO	INCIDENT REPORT	
230001619.1		6/16/2023	Fri	NO	SIMPLE ASSAULT	PC 242
230001623.1		6/17/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001625.1		6/17/2023	Sat	YES	PUBLIC INTOXICATION	PC 647F, PC 148A
230001626.1		6/17/2023	Sat	NO	INCIDENT REPORT	
230001627.1		6/17/2023	Sat	YES	RESISTING	PC 148A1
230001628.1		6/17/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001629.1		6/17/2023	Sat	NO	INCIDENT REPORT	
230001630.1		6/17/2023	Sat	NO	TRAFFIC COLLISION	
230001631.1		6/17/2023	Sat	NO	TRAFFIC COLLISION	
230001633.1		6/17/2023	Sat	YES	DUI ARREST	VC 23152
230001634.1		6/17/2023	Sat	YES	TRESPASS	PC 602
230001635.1		6/18/2023	Sun	YES	DUI ARREST	VC 23152
230001637.1		6/18/2023	Sun	YES	OPEN CONTAINER	BP 25620
230001641.1		6/18/2023	Sun	YES	RAPE	PC 261.5, PC 289, PC 243.4
230001642.1		6/18/2023	Sun	NO	SIMPLE ASSAULT	PC 242
230001643.1		6/18/2023	Sun	NO	INCIDENT REPORT	
230001645.1		6/19/2023	Mon	YES	NARCOTICS VIOLATION	HS 11351, HS 11377
230001646.1		6/19/2023	Mon	NO	TRESPASS	PC 602
230001647.1		6/19/2023	Mon	YES	WEAPONS POSSESSION (GUN)	PC 25400A1
230001648.1		6/19/2023	Mon	NO	EXTORTION	PC 518
230001649.1		6/19/2023	Mon	YES	NARCOTICS VIOLATION	HS 11364
230001650.1		6/19/2023	Mon	NO	VANDALISM	PC 594
230001653.1		6/19/2023	Mon	NO	LOST PROPERTY	
230001654.1		6/20/2023	Tue	YES	WARRANT ARREST	PC 978.5
230001655.1		6/20/2023	Tue	YES	WARRANT ARREST	PC 978.5
230001657.1		6/20/2023	Tue	NO	INCIDENT REPORT	
230001659.1		6/20/2023	Tue	YES	OPEN CONTAINER	BP 25620
230001660.1		6/20/2023	Tue	NO	LOST PROPERTY	
230001661.1		6/20/2023	Tue	YES	RESISTING	PC 69, HS 11350
230001668.1		6/20/2023	Tue	NO	ROBBERY	PC 211, PC 459, PC 243E1
230001669.1		6/20/2023	Tue	YES	TRESPASS	PC 602
230001670.1		6/20/2023	Tue	YES	WEAPONS POSSESSION (MACHETE)	PC 21310
230001672.1		6/21/2023	Wed	NO	ARSON	PC 451
230001673.1		6/21/2023	Wed	NO	PETTY THEFT	PC 484
230001674.1		6/21/2023	Wed	NO	TRAFFIC COLLISION	
230001676.1		6/21/2023	Wed	NO	LOST PROPERTY	
230001678.1		6/21/2023	Wed	NO	INJURED PERSON	
230001679.1		6/21/2023	Wed	NO	AGGRAVATED ASSAULT	PC 243D
230001681.1		6/22/2023	Thu	NO	INCIDENT REPORT	
230001682.1		6/22/2023	Thu	NO	VANDALISM	PC 594
230001683.1		6/22/2023	Thu	NO	PETTY THEFT	PC 484

MENDOTA POLICE DEPARTMENT

JUNE 2023

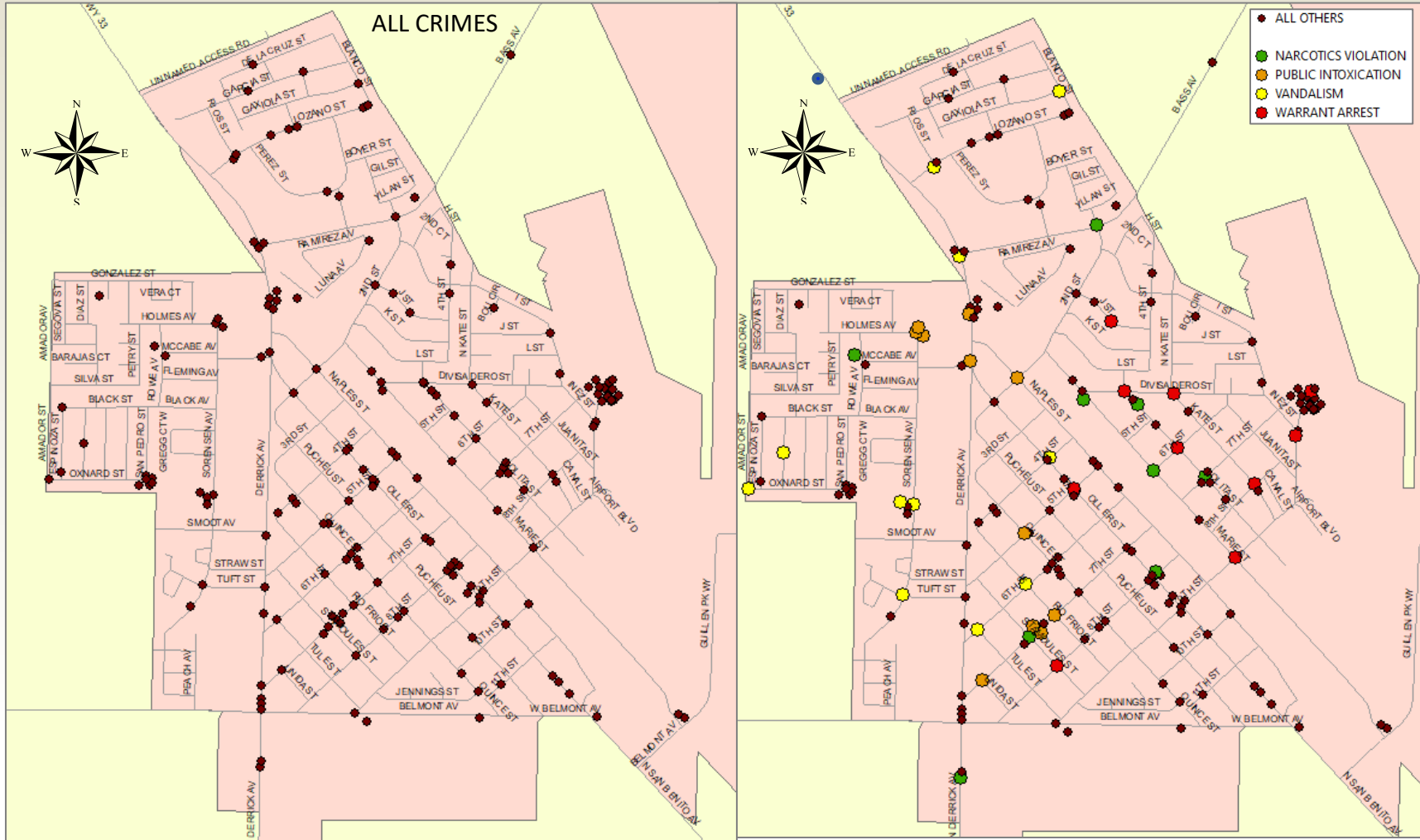


CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230001684.1		6/22/2023	Thu	NO	REPOSSESSION	
230001685.1		6/22/2023	Thu	NO	COMPUTER CRIME	PC 563.2
230001686.1		6/22/2023	Thu	NO	INCIDENT REPORT	
230001690.1		6/22/2023	Thu	YES	WARRANT ARREST	PC 978.5
230001691.1		6/22/2023	Thu	NO	PETTY THEFT	PC 484
230001692.1		6/22/2023	Thu	YES	AGGRAVATED ASSAULT	PC 245A1
230001693.1		6/23/2023	Fri	NO	VEHICLE BURGLARY	PC 459
230001694.1		6/23/2023	Fri	NO	TRAFFIC COLLISION	
230001695.1		6/23/2023	Fri	YES	WARRANT ARREST	PC 978.5
230001697.1		6/23/2023	Fri	NO	VEHICLE STORAGE	VC 22651
230001699.1		6/23/2023	Fri	NO	ERROR	
230001700.1		6/23/2023	Fri	NO	SIMPLE ASSAULT	PC 242
230001703.1		6/23/2023	Fri	YES	DUI ARREST	VC 23152
230001705.1		6/24/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001709.1		6/24/2023	Sat	NO	INCIDENT REPORT	
230001710.1		6/24/2023	Sat	NO	ATTEMPT HOMICIDE	PC 664/187
230001711.1		6/24/2023	Sat	YES	WEAPONS POSSESSION (GUN)	PC 25850A
230001712.1		6/25/2023	Sun	NO	SEARCH WARRANT	
230001713.1		6/25/2023	Sun	NO	PETTY THEFT	PC 484
230001716.1		6/25/2023	Sun	NO	TRAFFIC COLLISION	
230001717.1		6/25/2023	Sun	YES	OPEN CONTAINER	BP 25620
230001719.1		6/25/2023	Sun	NO	VANDALISM	PC 594
230001720.1		6/26/2023	Mon	NO	REPOSSESSION	
230001721.1		6/26/2023	Mon	NO	GRAND THEFT	PC 487
230001722.1		6/26/2023	Mon	NO	REPOSSESSION	
230001723.1		6/26/2023	Mon	YES	NARCOTICS VIOLATION	HS 11364
230001724.1		6/26/2023	Mon	NO	VEHICLE STORAGE	VC 22651
230001727.1		6/26/2023	Mon	NO	GRAND THEFT AUTO	VC 10851
230001728.1		6/27/2023	Tue	NO	ANIMAL COMPLAINT	
230001733.1		6/27/2023	Tue	NO	BRANDISHING	PC 417, PC 21810(X2), PC 135
230001734.1		6/28/2023	Wed	NO	TRAFFIC COLLISION	
230001735.1		6/28/2023	Wed	NO	THEFT BY FALSE PRETENSE	PC 532
230001739.1		6/29/2023	Thu	NO	REPOSSESSION	
230001740.1		6/29/2023	Thu	YES	WARRANT ARREST	PC 978.5
230001742.1		6/29/2023	Thu	NO	REPOSSESSION	
230001743.1		6/29/2023	Thu	NO	INCIDENT REPORT	
230001744.1		6/29/2023	Thu	NO	THEFT OF ACCESS CARD	PC 484G
230001751.1		6/29/2023	Thu	NO	VEHICLE BURGLARY	PC 459
230001752.1		6/30/2023	Fri	YES	OPEN CONTAINER	BP 25620
230001755.1		6/30/2023	Fri	NO	INCIDENT REPORT	
230001756.1		6/30/2023	Fri	NO	THEFT OF ACCESS CARD	PC 484G
230001757.1		6/30/2023	Fri	YES	RESISTING	PC 148A1, PC 148D, PC 69
230001760.1		6/30/2023	Fri	NO	AGGRAVATED ASSAULT	PC 245A1
230001761.1		6/30/2023	Fri	NO	VANDALISM	PC 594
230001762.1		6/30/2023	Fri	YES	AGGRAVATED ASSAULT (DV)	PC 273.5



MENDOTA POLICE DEPARTMENT

JUNE 2023 - MAP





MENDOTA POLICE DEPARTMENT

JUNE 2023



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
300 HOLD	1							1
AGGRAVATED ASSAULT				1	1	3	1	6
AGGRAVATED ASSAULT (DV)						1	2	3
ANIMAL COMPLAINT			1				1	2
ARSON				1				1
ATTEMPT HOMICIDE							1	1
BEGGING (SOLICITING)				1				1
BRANDISHING			1					1
BURGLARY							1	1
COMPUTER CRIME					1			1
DECEASED PERSON							1	1
DUI ARREST	3			1	3	1	1	9
ERROR						1		1
EXTORTION		1						1
FIELD INTERVIEW			1					1
GRAND THEFT		1						1
GRAND THEFT AUTO		1				1		2
HARASSING PHONE CALL	1							1
IDENTITY THEFT				1		1		2
INCIDENT REPORT	1	1	4	3	4	3	3	19
INJURED PERSON	1			1				2
LOST PROPERTY		1	1	1				3
MENTALLY UNSTABLE	1							1
MISSING PERSON						1		1
NARCOTICS VIOLATION		5			2	1	2	10
OBSTRUCTION			1					1
OPEN CONTAINER	3	1	1		1	2	5	13
PETTY THEFT	1			1	2			4
PUBLIC INTOXICATION		1	2	3	2	2	1	11
RAPE	1							1
REPOSSESSION		3	1		6			10
RESIDENTIAL BURGLARY			1					1
RESISTING			1			2	1	4
ROBBERY			1					1
SEARCH WARRANT	1							1
SIMPLE ASSAULT	2					3		5
SIMPLE ASSAULT (DV)		1			1			2
THEFT BY FALSE PRETENSE				1				1
THEFT OF ACCESS CARD					1	1		2
TRAFFIC COLLISION	1	1		2	2	4	2	12
TRESPASS		1	1				1	3
VANDALISM	2	3	1	1	2	2		11
VEHICLE BURGLARY					1	1	1	3
VEHICLE PURSUIT			1					1
VEHICLE STORAGE	1	1			1	1		4
WARRANT ARREST		1	2	1	3	2	1	10
WEAPONS POSSESSION (GUN)		1					1	2
WEAPONS POSSESSION (MACHETE)			1					1
Grand Total	20	24	22	19	33	33	26	177

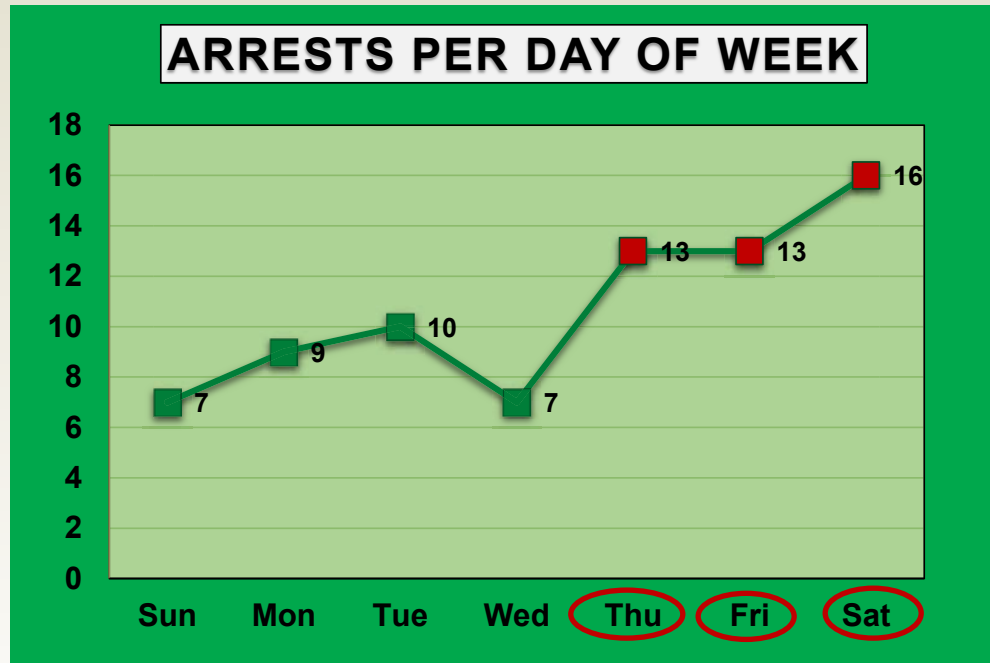


MENDOTA POLICE DEPARTMENT

JUNE 2023 - ARRESTS



DAYS	ARRESTS
Sun	7
Mon	9
Tue	10
Wed	7
Thu	13
Fri	13
Sat	16
Grand Total	75



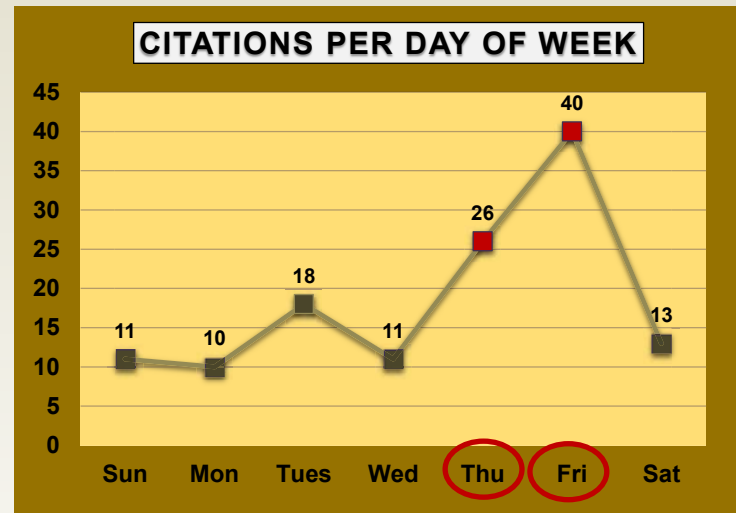


MENDOTA POLICE DEPARTMENT

JUNE 2023 - CITES



CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK
230001457.1	6/1/2023	Thu	230001574.1	6/14/2023	Wed	230001663.1	6/20/2023	Tue
230001458.1	6/1/2023	Thu	230001578.1	6/14/2023	Wed	230001664.1	6/20/2023	Tue
230001459.1	6/1/2023	Thu	230001579.1	6/14/2023	Wed	230001665.1	6/20/2023	Tue
230001461.1	6/1/2023	Thu	230001581.1	6/15/2023	Thu	230001666.1	6/20/2023	Tue
230001463.1	6/1/2023	Thu	230001584.1	6/15/2023	Thu	230001667.1	6/20/2023	Tue
230001465.1	6/1/2023	Thu	230001587.1	6/15/2023	Thu	230001671.1	6/21/2023	Wed
230001467.1	6/2/2023	Fri	230001588.1	6/16/2023	Fri	230001675.1	6/21/2023	Wed
230001468.1	6/2/2023	Fri	230001590.1	6/16/2023	Fri	230001677.1	6/21/2023	Wed
230001472.1	6/2/2023	Fri	230001591.1	6/16/2023	Fri	230001680.1	6/21/2023	Wed
230001473.1	6/2/2023	Fri	230001592.1	6/16/2023	Fri	230001687.1	6/22/2023	Thu
230001475.1	6/2/2023	Fri	230001593.1	6/16/2023	Fri	230001688.1	6/22/2023	Thu
230001477.1	6/3/2002	Mon	230001594.1	6/16/2023	Fri	230001689.1	6/22/2023	Thu
230001480.1	6/3/2023	Sat	230001595.1	6/16/2023	Fri	230001696.1	6/23/2023	Fri
230001489.1	6/5/2002	Wed	230001596.1	6/16/2023	Fri	230001698.1	6/23/2023	Fri
230001493.1	6/5/2023	Mon	230001599.1	6/16/2023	Fri	230001701.1	6/23/2023	Fri
230001497.1	6/6/2023	Tue	230001600.1	6/16/2023	Fri	230001702.1	6/23/2023	Fri
230001499.1	6/6/2023	Tue	230001601.1	6/16/2023	Fri	230001704.1	6/23/2002	Sun
230001500.1	6/6/2023	Tue	230001602.1	6/16/2023	Fri	230001706.1	6/24/2023	Sat
230001501.1	6/6/2023	Tue	230001603.1	6/16/2023	Fri	230001707.1	6/24/2023	Sat
230001504.1	6/6/2023	Tue	230001604.1	6/16/2023	Fri	230001708.1	6/24/2023	Sat
230001513.1	6/8/2023	Thu	230001605.1	6/16/2023	Fri	230001714.1	6/25/2023	Sun
230001514.1	6/8/2023	Thu	230001606.1	6/16/2023	Fri	230001715.1	6/25/2023	Sun
230001519.1	6/8/2023	Thu	230001607.1	6/16/2023	Fri	230001718.1	6/25/2023	Sun
230001520.1	6/8/2023	Thu	230001608.1	6/16/2023	Fri	230001725.1	6/26/2023	Mon
230001522.1	6/8/2023	Thu	230001609.1	6/16/2023	Fri	230001726.1	6/26/2023	Mon
230001526.1	6/8/2023	Thu	230001615.1	6/16/2023	Fri	230001729.1	6/27/2023	Tue
230001530.1	6/9/2023	Fri	230001617.1	6/16/2023	Fri	230001730.1	6/27/2023	Tue
230001531.1	6/9/2023	Fri	230001618.1	6/16/2023	Fri	230001731.1	6/27/2023	Tue
230001534.1	6/9/2023	Fri	230001620.1	6/16/2023	Fri	230001732.1	6/27/2023	Tue
230001536.1	6/10/2023	Sat	230001621.1	6/16/2023	Fri	230001736.1	6/28/2023	Wed
230001537.1	6/10/2023	Sat	230001622.1	6/17/2023	Sat	230001737.1	6/28/2023	Wed
230001538.1	6/10/2023	Sat	230001624.1	6/17/2023	Sat	230001738.1	6/28/2023	Wed
230001541.1	6/10/2023	Sat	230001632.1	6/17/2023	Sat	230001741.1	6/29/2023	Thu
230001544.1	6/10/2023	Sat	230001636.1	6/18/2023	Sun	230001745.1	6/29/2023	Thu
230001545.1	6/10/2023	Sat	230001638.1	6/18/2023	Sun	230001746.1	6/29/2023	Thu
230001550.1	6/11/2023	Sun	230001639.1	6/18/2023	Sun	230001747.1	6/29/2023	Thu
230001551.1	6/11/2023	Sun	230001640.1	6/18/2023	Sun	230001748.1	6/29/2023	Thu
230001555.1	6/11/2023	Sun	230001644.1	6/19/2023	Mon	230001749.1	6/29/2023	Thu
230001559.1	6/12/2023	Mon	230001651.1	6/19/2023	Mon	230001750.1	6/29/2023	Thu
230001564.1	6/12/2023	Mon	230001652.1	6/19/2023	Mon	230001753.1	6/30/2023	Fri
230001566.1	6/12/2023	Mon	230001656.1	6/20/2023	Tue	230001754.1	6/30/2023	Fri
230001568.1	6/13/2023	Tue	230001658.1	6/20/2023	Tue	230001758.1	6/30/2023	Fri
230001570.1	6/13/2002	Thu	230001662.1	6/20/2023	Tue	230001759.1	6/30/2023	Fri

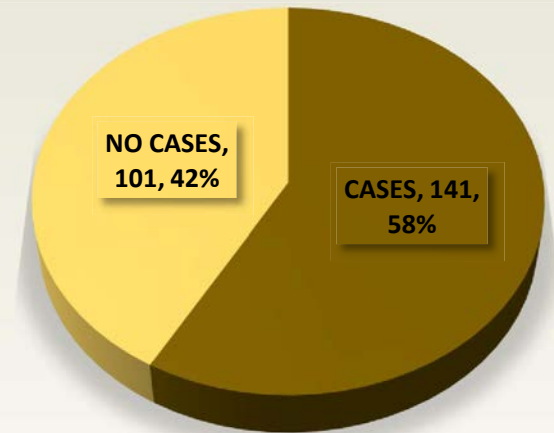
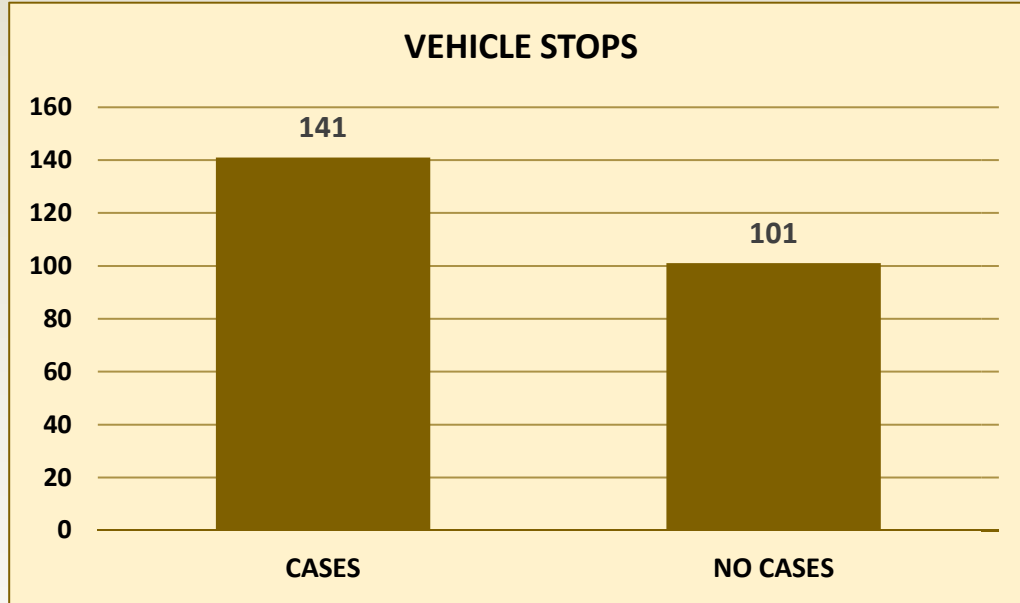


DAYS	COUNT
Sun	11
Mon	10
Tues	18
Wed	11
Thu	26
Fri	40
Sat	13
Grand Total	129



MENDOTA POLICE DEPARTMENT

JUNE 2023 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 242

- WITH CASE NUMBERS – 141
- WITHOUT CASE NUMBERS - 101



MENDOTA POLICE DEPARTMENT

JUNE 2023



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2023 Totals	MAY-JUN%
Homicide	0	0	0	0	1	0	0							1	NON-CAL
Rape	0	0	0	1	0	1	1							3	0%
Other Sex Offense	5	1	3	2	0	2	0							8	-100%
Robbery	0	0	0	0	0	1	1							2	0%
Aggravated Assault	3	2	2	4	2	3	7							20	133%
Aggravated Assault (DV)	4	2	3	1	1	4	3							14	-25%
Simple Assault	5	1	6	5	1	1	5							19	400%
Simple Assault (DV)	0	0	0	1	2	1	2							6	100%
Residential Burglary	0	1	1	0	0	1	1							4	0%
Commercial Burglary	0	1	0	0	0	0	0							1	NON-CAL
Auto Theft	7	6	6	2	8	6	2							30	-67%
Grand Theft	0	0	0	3	1	1	1							6	0%
Petty Theft	2	2	1	4	8	20	4							39	-80%
Vehicle Burglary	1	1	1	1	2	0	3							8	NON-CAL
ID Theft/Fraud	1	2	0	1	1	2	5							11	150%
Arson	0	0	0	0	0	0	1							1	NON-CAL
Vandalism	10	11	9	9	8	7	11							55	57%
Hate Crimes	0	0	0	0	0	0	0							0	NON-CAL
Possession of Firearm	0	2	0	1	2	0	2							7	NON-CAL
Possession of Knife	0	0	1	0	1	0	1							3	NON-CAL
DUI Arrests	4	5	2	4	5	4	9							29	125%
Public Intoxication	0	3	3	1	6	15	11							39	-27%
Narcotics Violation	4	1	3	14	9	17	12							56	-29%
Parole/Restraining Order Violation	2	1	1	2	0	3	0							7	-100%
Warrant Arrest	8	8	5	14	14	20	11							72	-45%
Mental Health Reports	1	0	2	2	0	1	1							6	0%
Runaway / Missing	1	4	3	1	1	3	1							13	-67%
Trespass	1	1	2	1	0	1	5							10	400%
TOTALS	59	55	54	74	73	114	100	0	0	0	0	0	0	470	-12%



MENDOTA POLICE DEPARTMENT

JUNE – VANDALISMS



VANDALISM: 11 TOTAL

- 6 Graffiti to public places / buildings
- 4 to vehicles
- 1 to damage to building

