



# CITY OF MENDOTA

*"Cantaloupe Center Of The World"*

ROBERT SILVA  
Mayor  
SERGIO VALDEZ  
Mayor Pro Tempore  
JOSEPH AMADOR  
ROLANDO CASTRO  
JOSEPH RIOFRIO

**AGENDA**  
**MENDOTA CITY COUNCIL**  
Regular City Council Meeting  
CITY COUNCIL CHAMBERS  
643 QUINCE STREET  
February 9, 2016  
6:00 PM

VINCE DiMAGGIO  
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.

## CALL TO ORDER

## ROLL CALL

## FLAG SALUTE

## INVOCATION

## FINALIZE THE AGENDA

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

## CITIZENS ORAL AND WRITTEN PRESENTATIONS

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

## PRESENTATION

1. Council to recognize and thank Sergeant Joel Warkentin for his service with the Mendota Police Department.

## APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Regular City Council meeting of January 26, 2016.
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. JANUARY 26, 2016 THROUGH FEBRUARY 03, 2016  
WARRANT LIST CHECKS NO. 40488 THRU 40557  
TOTAL FOR COUNCIL APPROVAL = \$435,894.08
2. Proposed adoption of **Resolution No. 16-07**, authorizing the submission of a grant application to San Joaquin Valley Air Pollution Control District.

## BUSINESS

1. Council receive mid-year budget report.
  - a. *Receive report from City Manager DiMaggio*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
2. Proposed adoption of **Resolution No. 16-08**, Resolution of Intention to Initiate an Amendment to Chapter 8.36 of the Mendota Municipal Code Relating to the Establishment and Operation of Medical Marijuana Dispensaries, the Indoor and Outdoor Cultivation of Medical Marijuana, and the Delivery of Medical Marijuana.
  - a. *Receive report from City Attorney Kinsey*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens floor to receive any comment from the public*
  - d. *Council adopts Resolution No. 16-08*

## **PUBLIC HEARING**

1. Proposed adoption of **Ordinance No. 16-01**: Adopting Chapter 5.17 (Cable Television Franchise) and Chapter 13.17 (Cable Video Services and Fees) of the Mendota Municipal Code, and Repealing Ordinance No. 284, and Give First Reading, by Title only, with Second Reading waived.
  - a. *Receive report from Director of Administrative Services Johnson*
  - b. *Inquiries from Council to staff*
  - c. *Mayor opens the public hearing, accepting comments from the public*
  - d. *Mayor closes the public hearing*
  - e. *Council provide any input and adopt Ordinance No. 16-01*

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Code Enforcement
  - a) Monthly Report
2. Police Department
  - a) Monthly Report
3. City Attorney
  - a) Update
4. City Manager

## **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)
2. Mayor


## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION  
CA Government Code § 54956.9(d)(1)  
Edward Warkentine et al. v. Hector J. Soria, et al., U.S. District Court Eastern District Case No. 13-cv-01550;
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS  
CA Government Code § 54956.8  
Property: 301 Naples Street, Mendota, CA 93640  
Agency Negotiator: Vince DiMaggio, City of Mendota  
Negotiating Parties: Juan Pimentel

**ADJOURNMENT**

**CERTIFICATION OF POSTING**

I, Celeste Cabrera, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of February 9, 2016, was posted on the outside bulletin board located at City Hall, 643 Quince Street Friday, February 5, 2016 at 2:45 p.m.

  
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Celeste Cabrera, Deputy City Clerk



## MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

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**Regular Meeting**

**January 26, 2016**

**Meeting called to order by Mayor Silva at 6:01 p.m.**

### **Roll Call**

**Council Members Present:** Mayor Robert Silva, Mayor Pro Tem Sergio Valdez, Councilors Joseph Amador, Rolando Castro, and Joseph Riofrio.

**Council Members Absent:** None.

**Flag salute led by Councilor Castro.**

**Invocation led by Dr. El Sayed Ramadan the Imam of Masjid Fresno Islamic Center.**

### **FINALIZE THE AGENDA**

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

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

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

**Carlos Diaz (252 Espinoza Street)** – stated that his father was cited by Code Enforcement due to an amplified music violation; explained that the officers did not give him a warning prior to citing him; and inquired as to when a resident needs to obtain an amplified music permit.

Discussion was held on when an individual is violating the amplified music regulations; staff working on modifying the City's noise ordinance so that it complies with the

General Plan; the appeal process that Mr. Diaz can follow to appeal the citation; and the way that Code Enforcement and the Police Department handle these situations.

**Raul Varela (263 J Street)** – stated that he used to be a Code Enforcement Officer and explained that the officers should warn individuals about the violations prior to citing them.

Discussion was held on modernizing the zoning ordinance in order for it to comply with the General Plan.

**John Anderson** - stated that during his time working in law enforcement he experienced various issues with noise ordinances.

## **PRESENTATION**

1. Rich Mostert from the Valley Small Business Development Corporation to provide information on their services.

Rich Mostert from the Valley Small Business Development Corporation (VSBDC) introduced himself including that he is the TRAC director with the corporation; shared the history of VSBDC; explained that the Corporation emphasizes on providing loans to individuals who are trying to create or expand their business; other resources that the corporation provides such as free counseling, technical assistance, and workshops; and stated that VSBDC is willing to come out to Mendota to offer their services to individuals who are interested.

Discussion was held on types of businesses that the VSBDC provides loans too; qualifications that individuals need to meet in order to receive a loan from the VSBDC; the various resources that are currently available for individuals who want to create or expand their business; and the resources that VSBDC can offer in Mendota.

2. Receive presentation from Price, Paige, & Company on the 2014/2015 City audit.

David Dybas introduced himself and thanked staff for assisting them during the audit; reported on the City's financial statement; the City's responsibilities in regards to the audit; the process in which they performed the City's audit; the auditors having an unmodified opinion of the City's financial statements; the City's consistency on accounting practices; the benefits of the City having a significant amount in the emergency contingency fund; the City remaining current on its long-term liabilities; and the audit procedures that were completed for state and federal funding also resulted in an unmodified opinion.

Discussion was held on the possibility of increasing the amount of funds in the emergency contingency fund; the sanitation fund having a negative amount; and Council receiving the results of the audit in a timely manner in the future.

## APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the Special City Council meeting of December 28, 2015 and the Regular City Council meeting of January 12, 2016.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

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

## CONSENT CALENDAR

1. JANUARY 07, 2016 THROUGH JANUARY 22, 2016  
WARRANT LIST CHECKS NO. 40436 THRU 40487  
TOTAL FOR COUNCIL APPROVAL = \$181,893.51
2. Proposed adoption of **Resolution No. 16-03**, approving the salary schedule for Police Lieutenant.
3. Proposed adoption of **Resolution No. 16-04**, adjusting the salary schedule for the Public Works Director position.
4. Proposed adoption of **Resolution No. 16-05**, authorizing to release final payment of the retention to AJ Excavation, Inc., the contractor for the 6<sup>th</sup> Street Reconstruction Project.
5. Proposed adoption of **Resolution No. 16-06**, approving the submittal for the upcoming Regional Surface Transportation Program call for projects.

Requests were made to pull items 2, 3, 4, and 5 for discussion.

A motion was made to approve item 1 of the consent calendar by Councilor Amador, seconded by Councilor Castro; unanimously approved (5 ayes).

2. Proposed adoption of **Resolution No. 16-03**, approving the salary schedule for Police Lieutenant.

Discussion was held on utilizing the funds from the vacant sergeant position for the lieutenant position and the current number of sergeant positions in the police department.

A motion was made to adopt Resolution No. 16-03 by Councilor Riofrio, seconded by Councilor Amador; unanimously approved (5 ayes).

3. Proposed adoption of **Resolution No. 16-04**, adjusting the salary schedule for the Public Works Director position.

Discussion was held on which step the Public Works Director would start at and the decision being at the discretion of the City Manager upon the completion of the performance evaluation of the Public Works Director.

A motion was made to adopt Resolution No. 16-04 by Councilor Amador, seconded by Councilor Castro; approved (4 ayes, no: Valdez).

4. Proposed adoption of **Resolution No. 16-05**, authorizing to release final payment of the retention to AJ Excavation, Inc., the contractor for the 6<sup>th</sup> Street Reconstruction Project.

Discussion was held on a portion of 8<sup>th</sup> street that needs gutter reparation.

A motion was made to adopt Resolution No. 16-05 by Mayor Pro Tem Valdez, seconded by Councilor Amador; unanimously approved (5 ayes).

5. Proposed adoption of **Resolution No. 16-06**, approving the submittal for the upcoming Regional Surface Transportation Program call for projects.

Discussion was held on searching for funding to fund the 7<sup>th</sup> Street and Derrick Avenue project.

A motion was made to adopt Resolution No. 16-06 by Councilor Amador, seconded by Councilor Castro; unanimously approved (5 ayes).

## **NEW BUSINESS**

1. Public Hearing: Introduction of **Ordinance No. 16-01**: Adopting Chapter 5.17 (Cable Television Franchise) and Chapter 13.17 (Cable Video Services and Fees) of the Mendota Municipal Code, and Repealing Ordinance No. 284, and Give First Reading, by Title only, with Second Reading waived.

Mayor Silva introduced the item and Director of Administrative Services Johnson summarized the report including that the City has managed the operations of cable company access since the early 1980s; the access of the management being authorized by Ordinance No. 284 which articulates the terms by which franchises shall operate within the City; the City joining a JPA with other Westside cities which formed the Westside Cities Cable Television Authority; the JPA's purpose to regulate and impose conditions on franchises of cable television system within each city; the JPA was dissolved and the City has to comply with Digital Infrastructure and Video Competition Act; the proposed ordinance will authorize the City to receive franchise and PEG fees; and that the proposed ordinance would repeal Ordinance 284.



Discussion was held on the proposed ordinance replacing Ordinance 284 and allowing the City to collect franchise fees; the franchise fee that the City can receive being capped by law; developers being required to include fiber optics for new developments; and the amount of individuals that utilize Comcast for cable television services.

A motion was made to approve the first reading of Ordinance No. 16-01 by Councilor Riofrio, seconded by Mayor Pro Tem Valdez; unanimously approved (5 ayes).

## **DEPARTMENT REPORTS AND INFORMATIONAL ITEMS**

1. Public Works
  - a) Monthly Report

Discussion was held on the street sweeper often needing repairs; the length of the warranty on the street sweeper; the Adult Offender Work Program cleaning various areas of the city; the possibility to continue having individuals, that are funded by Proteus, work for the City; improving the lighting on the welcome sign north of the City; the status of the City-wide street light retrofit; a business sign that was damaged and was on the public right-of-way; and the status of the reparation of the play areas at Rojas-Pierce Park.

2. City Attorney
  - a) Update

City Attorney Kinsey reported on legislation that was adopted in late 2015 that creates a program for licensing and the regulation of medical marijuana; the State becoming the sole licensing and regulatory authority for the cultivation should the City not have a zoning ordinance that addresses cultivation which would become effective on March 1st; staff creating an urgency ordinance that addresses the cultivation of medical marijuana; meeting with staff to discuss the issue; staff researching how other cities are addressing the issue (7:42 p.m. Mayor Pro Tem Valdez left the Council Chambers); properties along Belmont Avenue that have not complied with the court injunction regards berms/levees; and sending letters to the property owners to inform them of the injunction (7:43 p.m. Mayor Pro Tem Valdez returned to the Council Chambers).

Discussion was held on school berms/levees along Belmont Avenue that have not been removed; the county's ongoing efforts to redirect the water to other areas; whether the injunction carries on to the new owner if the properties are sold; and notices that staff sent out to the property owners.

3. City Manager

City Manager DiMaggio reported on the upcoming City Council goal setting meeting which will be held on February 2<sup>nd</sup>; on the Proposition 1 funding including that the JPA is considering to divide the fees that each City needs to pay to the JPA; the fees being divided between the cities based on population; and an upcoming JPA meeting that will

be held to discuss the issue.

Discussion was held on the likelihood that the cities will be willing to divide the fees that need to be paid to the JPA: the status of the tertiary treatment project at the Wastewater Treatment Plant; STP funding being over programmed which could result in the removal or delay of certain projects; the status of the development of the new Catholic Church; the timeline of the Highway 180 extension project; and the upcoming Joint City Council/Mendota Unified School Board meeting that will be held on March 9<sup>th</sup>.

## **MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS**

1. Council Member(s)  
Council reports

Councilor Castro inquired as to purchasing additional fuel for City vehicles in case fuel prices increase.

Mayor Pro Tem Valdez reported that the lack of drainage at Derrick Avenue and Smoot Street causes stagnant water to smell.

Councilor Amador reported on the upcoming Farm Worker Appreciation event which will be held on January 29<sup>th</sup> at Gonzalez Dance Hall.

2. Mayor

Mayor Silva reported on the Groundbreaking Ceremony for McDonalds and AutoZone that was held recently; the Planning Commission meeting that was held recently in which Planning Commissioners received training; the upcoming Joint City Council/Mendota Unified School Board meeting that will be held on March 9<sup>th</sup>; and congratulated Raul Varela for becoming the President of the school board.

## **ADJOURNMENT**

With no more business to be brought before the Council, a motion for adjournment was made at 8:09 p.m. by Councilor Amador, seconded by Councilor Castro; unanimously approved (5 ayes).

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk

CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/26/2016-2/3/2016  
Check #40488-40557

Date	Check #	Amount	Vendor	Department	Description
January 26, 2016	40488	\$83,627.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER FOR 1/11/2016 THOUGH 1/24/2016
January 27, 2016	40489	\$596.00	WESTAMERICA BANK	GENERAL	PAYROLL TRANSFER FOR 1/11/2016 THOUGH 1/24/2016
January 29, 2016	40490	\$572.12	A1 JANITORIAL SUPPLY	SEWER	(5) ALL PURPOSE CITRUS LIFT STATION DEGREASER
January 29, 2016	40491	\$21.65	ACE TROPHY SHOP	GENERAL	(2) NAME PLATES
January 29, 2016	40492	\$1,080.00	ADMINISTRATIVE SOLUTIONS, INC.	GENERAL	MONTHLY MEDICAL ADMINISTRATIVE FEE FOR JANUARY AND FEBRUARY 2016
January 29, 2016	40493	\$379.49	ADT SECURITY SERVICES	GENERAL-WATER-SEWER	SECURITY SERVICES FOR ROJAS-PIERCE PARK CONCESSION STAND, CITY HALL, DMV, EDD, COMMUNITY CENTER
January 29, 2016	40494	\$380.14	AFLAC	GENERAL	AFLAC INSURANCE FOR JANUARY 2016
January 29, 2016	40495	\$317.34	AMERIPRIDE	GENERAL-WATER-SEWER	PUBLIC WORKS/UTILITIES UNIFORMS FOR DECEMBER 2015
January 29, 2016	40496	\$7.66	GREGG ANDREOTTI	GENERAL	REIMBURSEMENT FOR BUSINESS CARD HOLDER (PD)
January 29, 2016	40497	\$58.49	AT&T	GENERAL-WATER-SEWER	ONENET SERVICE FOR 1/11/2016 THROUGH 2/10/2016
January 29, 2016	40498	\$161.20	BACKFLOW DISTRIBUTION INC.	WATER	(1) BACKFLOW DEVICE TEST KIT, (3) HOSE FILTERS
January 29, 2016	40499	\$67,747.50	BB LIMITED	WATER	LEASE PAYMENT - 1ST INSTALLMENT FY 15/16
January 29, 2016	40500	\$25,469.67	BLUE SHIELD OF CALIFORNIA	GENERAL	MEDICAL INSURANCE FOR FEBURARY 2016
January 29, 2016	40501	\$1,114.00	BSK ASSOCIATES	WATER-SEWER	MONTHLY WASTEWATER, WEEKLY TREATMENT & DISTRIBUTION ANALYSIS FOR JANUARY 2016
January 29, 2016	40502	\$389.09	COMCAST	GENERAL-WATER-SEWER	XFINITY TV FOR 1/26/2016 THROUGH 2/25/2016 AND INTERNET FOR 1/20/2016 THROUGH 2/19/2016
January 29, 2016	40503	\$175.00	COMMUNITY MEDICAL CENTER	GENERAL	(1) LEGAL BLOOD DRAW FOR DECEMBER 2015 (PD)
January 29, 2016	40504	\$625.52	CORBIN WILLITS SY'S INC.	GENERAL-WATER-SEWER	ENHANCEMENT SERVICES FOR MOM SOFTWARE (ACCOUNTING SOFTWARE) FOR FEBRUARY 2016
January 29, 2016	40505	\$600.00	D & D DISPOSAL INC.	GENERAL	ANIMAL DISPOSAL FOR 1/27/2015
January 29, 2016	40506	\$101.00	DEPARTMENT OF JUSTICE	GENERAL	(1) FINGERPRINT APPS (1) CHILD ABUSE FOR DECEMBER 2015; (1) BLOOD ALOCOHOL ANALYSIS FOR DECEMBER 2015 (PD)
January 29, 2016	40507	\$3,031.22	FM CONTROLS	WATER	FILTERS/WELLS - FIXED BOOSTER PROGRAMS AND SCADA
January 29, 2016	40508	\$170.00	GONZALEZ TOWING, TIRE, AUTO & TRUCK DISMANTLING	WATER-SEWER	(2) MAINTENANCE HOUR FOR DUMP TRUCK STARTER
January 29, 2016	40509	\$128.11	JORGENSEN & COMPANY	GENERAL	RECHARGE (3) EXTINGUISHER & (3) O-RING PARTS (PD)
January 29, 2016	40510	\$950.00	LIEBERT CASSIDY WHITMORE	GENERAL	2016 LCWAC CONFERENCE FEBRUARY 2016 (C.JOHNSON)
January 29, 2016	40511	\$3,955.00	MID VALLEY DISPOSAL	REFUSE-STREETS	ROLL OFF EXCHANGE SERVICE FOR DECEMBER 2015 AND JANUARY 2016

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/26/2016-2/3/2016  
Check #40488-40557**

January 29, 2016	40512	\$1,040.00	MOUNTAIN VALLEY ENVIROMENTAL SERVICES	WATER	(8) HOUR - ELECTRICAL WIRING PUMPS
January 29, 2016	40513	\$1,796.70	MUTUAL OF OMAHA	GENERAL	LIFE/AD&D/LTD&STD INSURANCE FOR FEBRUARY 2016
January 29, 2016	40514	\$4,359.04	PG&E	WATER-SEWER	WATER WELLS AND STORM DRAIM PUMP UTILITIES FOR 12/13/2015 THROUGH 1/12/2016
January 29, 2016	40515	\$246.21	PITNEY BOWES INC.	GENERAL-WATER-SEWER	POSTAGE METER RENTAL FOR 10/1/2015 THROUGH 12/31/2015
January 29, 2016	40516	\$6,600.00	PROVOST & PRITCHARD	GENERAL-WATER-SEWER	ENGINEERING RETAINER FOR DECEMBER 2015; REPORT OF WATER DISCHARGE FOR DECEMBER 2015
January 29, 2016	40517	\$195.60	RAMON'S TIRE & AUTO SERVICE	GENERAL	(1) TIRE INSTALLATION PACKAGE LIC 1267210 (PD); (2) TIRE DISMOUNT/MOUNT BALANCE LIC 128107 (PD)
January 29, 2016	40518	\$126.19	ERNEST PACKING SOLUTIONS	GENERAL	(20) BLACK EXAM GLOVES (PD)
January 29, 2016	40519	\$1,545.00	TECHNICON ENGINEERING	STREETS	MENDOTA ELEMENTARY PEREZ STREET IMPROVEMENTS PROJECT
January 29, 2016	40520	\$475.00	TECH-MASTER PEST MANAGEMENT	GENERAL-WATER-SEWER	PEST CONTROL SERVICES FOR JANUARY 2016: CITY HALL, DMV, EDD, MENDOTA YOUTH RECREATION, POLICE DEPARTMENT, PUBLIC WORKS
January 29, 2016	40521	\$272.58	THE HOME DEPOT	GENERAL-WATER	FLIGHTLIGHT, ENG MAX D8, HUSKY 50 CT, BROTHER CABLE/WIRE LABELING TAPE 1/2" (WATER & CE)
January 29, 2016	40522	\$390.00	THE BUSINESS JOURNAL	STREETS	REQUEST FOR BIDS MENDOTA ELEMENTARY PEREZ STREET IMPROVEMENT PROJECT
January 29, 2016	40523	\$298.14	VERIZON WIRELESS	GENERAL-WATER-SEWER	CITY WIDE CELL PHONES 12/7/2015 THROUGH 1/6/2016
January 29, 2016	40524	\$364.82	VULCAN MATERIALS COMPANY	STREETS	(5.12) ST 3/8 CM STREET Asphalt
January 29, 2016	40525	\$46.95	DATAMATIC, INC.	WATER	MONTHLY SERVICE MAINTENANCE SOFTWARE FOR HANDHELDS
January 29, 2016	40526	\$581.85	GRAINGER INC.	GENERAL	(2) ELECTRIC FLAT PANEL RADIANT HEATER (ANIMAL CONTROL)
January 29, 2016	40527	\$14.68	GUTHRIE PETROLEUM, INC.	STREETS	(4) PROPANE
January 29, 2016	40528	\$991.99	PURCHASE POWER	WATER-SEWER	POSTAGE METER REFILL 12/16/2015
January 29, 2016	40529	\$198.00	THE RADAR SHOP	GENERAL	RECERTIFIED (3) RADAR UNITS (PD)
January 29, 2016	40530	\$230.86	STATE OF CALIFORNIA - DEPT. OF TRANSPORATION	STREETS	SIGNALS & LIGHTING BILLING FOR OCTOBER THROUGH DECEMBER 2015
January 29, 2016	40531	\$204,349.75	A.J. EXCAVATION INC.	STREETS	PAYMENT #3 6TH STREET RECONSTRUCTION PROJECT & PEREZ STREET IMPROVEMENT PROJECT (FINAL PAYMENT)
February 3, 2016	40532	VOID			
February 3, 2016	40533	VOID			
February 3, 2016	40534	\$3,500.00	ACQUISITION PARTNERS OF AMERICA, LLC	GENERAL-WATER-SEWER	MONTHLY RETAINER GRANT CONSULTING- FEBRUARY
February 3, 2016	40535	\$1,000.00	ADVANCED FLOW MEASUEMENT	WATER-SEWER	2015 COMPLIANCE CHECKS WTP & WWTP
February 3, 2016	40536	\$218.39	MEDICAL INSURANCE FOR 2016	GENERAL	MEDICAL INSURANCE FOR DECEMBER 2015

**CITY OF MENDOTA  
CASH DISBURSEMENTS  
1/26/2016-2/3/2016  
Check #40488-40557**

February 3, 2016	40537	\$90.77	ALERT-O- LITE	GENERAL-WATER	(12) HARD HAT
February 3, 2016	40538	\$397.97	ALEX AUTO DIAGNOSTICS	GENERAL-WATER-STREETS	1965 FIRE TRUCK- SPARK PLUG, RADITOR CAP; 1998 LIGHT COVER, DIESEL ENGINE OIL
February 3, 2016	40539	\$110.00	JERONIMO ANGEL	WATER-SEWER	REIMBURSEMENT FOR PHONE SCREEN REPAIR
February 3, 2016	40540	\$1,745.56	AT&T	GENERAL-WATER-SEWER	CITY & PD TELEPHONE SERVICES FOR 12/25/15--01/24/16
February 3, 2016	40541	\$2,430.92	CHEMSEARCH	SEWER	(12) ND-66 50 LB NAC SEWER
February 3, 2016	40542	\$309.42	COLONIAL LIFE	GENERAL	COLONIAL INSURANCE FOR JANUARY 2016
February 3, 2016	40543	\$2,278.50	DAVID A FIKE, ATTORNEY AT LAW	GENERAL	SPECIAL SERVICES FOR JANUARY 2016
February 3, 2016	40544	\$37.50	FRESNO COUNTY	GENERAL	PARKING CITATIONS FOR DECEMBER 2015 (PD)
February 3, 2016	40545	\$24.00	FRESNO COUNTY SHERIFF	GENERAL	PRISONER PROCESSING SERVICES FOR DECEMBER 2015 (PD)
February 3, 2016	40546	\$434.00	FRESNO MOBILE RADIO	GENERAL	POLICE DEPARTMENT RADIOS FOR JANUARY 2016
February 3, 2016	40547	\$327.99	NISSAN MOTER ACCEPTANCE CORPORATION	GENERAL-WATER-SEWER	2015 NISSAN ALTIMA CM LEASE PAYMENT JANUARY 2016
February 3, 2016	40548	\$1,261.44	NORTHSTAR CHEMICAL	WATER	(650) GALLON SODIUM HYPOCHLORITE 12.5 %
February 3, 2016	40549	\$169.64	AT&T	GENERAL-WATER-SEWER	MONTHLY SERVICE FOR 559-266-6456 1/26/16-2-25-16
February 3, 2016	40550	\$863.18	PAPE MACHINERY	WATER-SEWER	DIAGNOSE/ REPAIR JD 310SG SEALING WASHERS ON FUEL LINES
February 3, 2016	40551	\$237.93	R.G. EQUIPMENT COMPANY	GENERAL	(3) BLADES (2) RED SPOOL (2) BLACK SPOOL (2.5) BOTTLE OIL
February 3, 2016	40552	\$19.95	SEBASTIAN	GENERAL	SECURITY SERVICES FOR 1/21/16-2/20/16 (PD)
February 3, 2016	40553	\$1,700.02	SORENSEN MACHINE WORKS	GENERAL-WATER-SEWER	MULTI - DEPARTMENT SUPPLIES FOR DECEMBER 2015- (1) SAFETY GLOVES, (1) RAVEN NITRILE GLOVES (1) ARMOR ALL TIRE FOAM
February 3, 2016	40554	\$2,956.34	BANKCARD CENTER	GENERAL	CREDIT CARD EXPENSES FOR 12/25/15-1/22/16 - DELL COMPUTER (REIMBURSABLE) COUNCIL MEMBERS JACKET, CALENDAR
February 3, 2016	40555	\$300.97	THARP'S FARM SUPPLY	GENERAL-WATER-SEWER	(1) 49' ALU INNERSIDE BOX
February 3, 2016	40556	\$80.33	USA BLUEBOOK	WATER	(3) LIQUID LAMOTTE 60 ML (3) LIQUID 288 TESTS
February 3, 2016	40557	\$55.80	WECO	GENERAL-WATER-SEWER	(2) ACETYLENE #4 (4) OXYGEN RENTALS JANUARY 2016

**\$435,894.08**

**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 SUBMISSION OF A GRANT APPLICATION  
TO SAN JOAQUIN VALLEY AIR POLLUTION  
CONTROL DISTRICT-PUBLIC BENEFIT GRANT  
PROGRAM AND AUTHORIZING THE CITY  
MANAGER OR DESIGNEE TO EXECUTE ALL  
REQUIRED DOCUMENTS**

**RESOLUTION NO. 16-07**

**WHEREAS**, San Joaquin Valley Air Pollution Control District offers grant funding, up to \$20,000 per vehicle, for the purchase of new alternative-fuel vehicles; and

**WHEREAS**, The City would like to replace two (2) older public works vehicles by adding four (4) new vehicles to the City's fleet: two (2) new Ford Fusion Energi vehicles and two (2) CNG trucks with an \$80,000 grant from San Joaquin Valley Air Pollution Control District; and

**WHEREAS**, San Joaquin Valley Air Pollution Control District grant application requires, among other things, and applicant's governing body to declare by resolution certain authorizations related to the application and administration of the grant; and

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Mendota hereby resolves the following:

1. The City of Mendota is authorized to submit an application for the Public Benefits Grants Program to the San Joaquin Valley Air Pollution District.
2. That the City Manager or his designee is hereby authorized to execute all additional documentation necessary to implement and secure payment under the grant.
3. This resolution takes effect immediately upon adoption.

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Robert Silva, Mayor

ATTEST:

I, Matt Flood, 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 9th day of February, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Matt Flood, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** MID-YEAR BUDGET REPORT  
**DATE:** FEBRUARY 9, 2016

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**ISSUE**

Receipt of the mid-year budget report with adjustments

**BACKGROUND**

The City is currently mid-way through the 2015-2016 fiscal year. Attached for your review are the budgeted revenues and expenditures, coupled with the actual revenues and expenditures for this point in the fiscal year (Exhibit A). Additionally, a complete version of the budget is also attached (Exhibit B).

As you review Exhibit B, you will notice some line items color coded in either green or yellow. These represent lines where adjustments have occurred. Line items colored yellow represent a subtraction and green line items represent an addition. Resolution 15-40, adopted by Council in June 2015, allows staff to make changes to individual line items, so long as the total budgeted amount for each department remains unchanged. Changes in the total department budget would require a budget amendment to be approved by Council. Changes to individual line items to ensure the budget remains balanced is an administrative function. No budget amendment is required at this time.

**ANALYSIS**

From Exhibit A, Council will note that our revenues at this point in the fiscal year are on target. The General Fund revenues are at 48%, and the Enterprise Fund (Water and Sewer) are at similar levels; which is where we would expect those funds to be. Under the line labeled “Total Budget” you’ll note that expenditures exceed revenues by approximately \$700,000. This is simply reflective of the 6<sup>th</sup> Street project where funds were expended from the LTF, Measure C, and Gas Tax funds to pay for the project.

Turning to Exhibit B, Council will note various adjustments to the following departments: Planning & Engineering, Police, Animal Control, Building Department, Refuse, and Sewer. None of the line item adjustments affect the total department budget as approved by Council. The adjustments are explained below each Department’s budget table. The purpose of these adjustments is to transfer funds from line items that are being used less than expected to line items that are currently tracking over budget.



Some notable examples of line items that remain over 100% are as follows. In the Police Department, line item 6150-6300 remains at 115% because the City is awaiting reimbursement from POST on training sessions that were attended. Throughout the budget, postage is over 100% due to the additional mailings required as part of the Prop. 218 process for the water/sewer rate adjustment. Mailings included required public hearing notices and ballots to both property owners and renters. Finally, the audit was marginally more expensive than originally predicted.

### **FISCAL IMPACT**

Most of the initiatives that the City has undertaken to produce higher revenues such as new business growth through implementation of the economic incentive zone, and an increase in water rates to restore solvency to the Enterprise Fund, will not be immediately apparent until next fiscal year. With that said, the 2015-2016 budget can be best categorized as a “treading water” budget until these new initiatives are reflected in enhanced revenue numbers.

Council will recall that staff used conservative revenue projections during the formation of the current budget and as can be seen, that has proven to be a prudent strategy. Increased sales tax, increased building permit activity, and increased revenue to the Enterprise Fund will become positive factors in the 2016-2017 budget. However, even with increased revenues, the budget continues to be threatened by higher healthcare premium costs and it is imperative that steps be taken through the collective bargaining process to mitigate this threat.

In sum, staff is pleased with the performance of the budget at this point. A re-analysis of revenue changes at the end of the year, should provide a clearer picture of potential new investment opportunities in initiatives consistent with the recently discussed Council goals for the coming year.

### **RECOMMENDATION**

No action is required by the City Council.

## Budget Report FY 15-16 Mid-Year

### Exhibit A

FUND	Revenues				Expenditures			
	Actual	Budget	Variance		Actual	Budget	Variance	
Aviation	\$ -	\$ 10,000	100%	4	\$ 6,432	\$ 10,000	64%	4
Gas Tax	\$ 194,605	\$ 285,353	68%	5	\$ 370,209	\$ 561,317	66%	5
General Fund	\$ 996,736	\$ 2,094,311	48%	1	\$ 1,041,357	\$ 2,094,311	50%	
LTF Fund	\$ 115,238	\$ 339,597	34%		\$ 380,672	\$ 615,561	62%	
Measure C	\$ 281,164	\$ 332,750	79%	7	\$ 403,781	\$ 680,714	59%	7
Refuse Fund	\$ 299,389	\$ 665,345	45%		\$ 287,290	\$ 642,687	45%	
Sewer Fund	\$ 548,514	\$ 1,198,251	46%		\$ 672,312	\$ 1,375,749	49%	3
Water Fund	\$ 658,250	\$ 1,475,411	45%		\$ 682,101	\$ 1,453,803	47%	2
COPS	\$ 54,612	\$ 100,000	55%		\$ 66,308	\$ 117,227	57%	
CFD Fund	\$ 81,701	\$ 148,908	55%		\$ 99,795	\$ 175,924	57%	
<b>Total Budget</b>	<b>\$ 3,230,208</b>	<b>\$ 6,649,926</b>	<b>49%</b>		<b>\$ 4,010,256</b>	<b>\$ 7,727,293</b>	<b>52%</b>	

- 1) General Fund            The 1st Apportionment for FY 15/16 was \$42,000.00 lower than expected. This is due to the last year for the triple flip. The City should see an increase in Sales Tax.
- 2) Water Fund            The increase in water fees will not reflect in the budget until February 2016.
- 3) Sewer Fund            The increase in sewer fees will not reflect in the budget until February 2016.
- 4) Aviation                We have not yet received the State allocation for \$10,000. Additionally, the insurance payment was made, which accounts for \$5,490 of the expenses - 1 time payment for the year.
- 5) Gas Tax                The expenditures are in excess of revenues due to the 6th Street Reconstruction Project and covered by the fund balance.\*
- 6) LTF                      The expenditures are in excess of revenues due to the 6th Street Reconstruction Project and covered by the fund balance.\*
- 7) Measure C              The expenditures are in excess of revenues due to the 6th Street Reconstruction Project and covered by the fund balance.\*  
\*The major expenditures are completed for the FY 15/16 for all Street Funds (Gas, LTF, Measure C)
- 8) Refuse Fund            Revenues are less than projected. This ties into the variation of customers and services.

Exhibit B  
**CITY COUNCIL**  
 Approved Budget for Fiscal Year 2015/16 – General Fund  
 December 2015

<b>Fund</b>	<b>Description</b>	<b>Approved Budget FY 15/16</b>	<b>As of Dec-15 FY 15/16</b>	<b>%</b>
<b>City Council</b>				
01-5060-5010	Salaries, Regular	18,000	7,200	40
01-5060-5100	Elections	-	-	-
01-5060-5200	Telephone	3,000	981	33
01-5060-5350	Office Supplies	250	81	32
01-5060-5820	Legal Services	-	680	-
01-5060-6060	Health & Life Insurance	58,745	25,884	44
01-5060-6070	F.I.C.A. / Medicare	1,377	780	57
01-5060-6100	Disability Insurance	194	92	47
01-5060-6250	Memberships & Dues	-	-	-
01-5060-6300	Meetings/Travel/Training	10,000	4,266	43
01-5060-6510	Community Promotions	2,000	1,212	61
01-7500-7500	Transfer out (Fund 03)	500	500	100
	<b>Total Expenditures</b>	<b>94,066</b>	<b>41,676</b>	<b>44</b>

# CITY ADMINISTRATION

## Approved Budget for Fiscal Year 2015/16 - General Fund December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>City Administration</b>				
01-5070-5010	Salaries, Regular	47,375	26,702	56
01-5070-5200	Telephone	5,000	2,757	55
01-5070-5300	Advertising & Publication	2,500	925	37
01-5070-5350	Office Supplies	4,000	1,430	36
01-5070-5360	Postage	1,800	2,627	146
01-5070-5450	Vehicle Maintenance/Operations	250	-	-
01-5070-5460	Facility Repair/Maintenance	-	-	-
01-5070-5500	Fuel	-	-	-
01-5070-5600	Office Equipment Maintenance	1,000	1,225	123
01-5070-5800	Special Department Supplies	850	155	18
01-5070-5820	Legal Services	30,000	38,151	127
01-5070-5840	Audit	-	-	-
01-5070-5850	Contract Services / Fire Protection	203,000	20,202	10
01-5070-5950	Lease Payment	4,580	2,407	53
01-5070-6050	Retirement	2,369	701	30
01-5070-6060	Health & Life Insurance	4,561	1,913	42
01-5070-6070	F.I.C.A. / Medicare	3,624	1,989	55
01-5070-6080	Workers Compensation	4,738	3,345	71
01-5070-6090	Unemployment Insurance	4,000	2	-
01-5070-6100	Disability Insurance	512	220	43
01-5070-6250	Memberships & Dues	5,000	3,958	79
01-5070-6300	Meetings/Travel/Training	6,000	3,396	57
01-5070-6900	Contingency	-	-	-
01-5070-6500	Capital Outlay	-	-	-
	<b>Total Expenditures</b>	<b>331,159</b>	<b>112,104</b>	<b>34</b>

# FINANCE DEPARTMENT

Approved Budget for Fiscal Year 2015/16 - General Fund  
December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Finance Department</b>				
01-5080-5010	Salaries, Regular	31,181	17,700	57
01-5080-5060	Overtime	-	-	-
01-5080-5200	Telephone	750	250	33
01-5080-5350	Office Supplies	800	828	103
01-5080-5360	Postage	-	-	-
01-5080-5600	Office Equipment Maint.	-	-	-
01-5080-5800	Special Dept. Supplies	-	-	-
01-5080-5840	Audit Fee	10,000	11,817	118
01-5080-5850	Contract Services	-	-	-
01-5080-5900	Uniform	300	-	-
01-5080-6050	Retirement	1,559	709	45
01-5080-6060	Health & Life Insurance	3,102	903	29
01-5080-6070	F.I.C.A. / Medicare	2,385	1,321	55
01-5080-6080	Workers Compensation	3,118	2,306	74
01-5080-6100	Disability Insurance	337	148	44
01-5080-6250	Memberships & Dues	300	155	52
01-5080-6300	Meetings/Travel/Training	750	-	-
	<b>Total Expenditures</b>	<b>54,582</b>	<b>36,137</b>	<b>66</b>

# PLANNING & ENGINEERING

Approved Mid-Year Budget for Fiscal Year 2015/16 - General Fund  
December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Planning &amp; Engineering</b>				
01-5110-5010	Salaries - Regular	33,899	16,253	50
01-5110-5200	Telephone	-	-	-
01-5110-5300	Advertising & Publications	1,000	171	17
01-5110-5350	Office Supplies	1,250	182	15
01-5110-5360	Postage	-	-	-
01-5100-5800	Special Dept. Supplies	500	-	-
01-5110-5821	Engineering	15,000	7,500	50
01-5110-5825	Housing Element Update	22,900	6,133	27
01-5110-5850	Contract Services	15,000	7,147	48
01-5110-5851	Contract Services (Pass-Thru)	30,000	30,958	103
01-5110-6050	Retirement	1,445	481	33
01-5110-6060	Health & Life	2,179	971	45
01-5110-6070	F.I.C.A. / Medicare	2,211	1,192	54
01-5110-6080	Workers Compensation	2,890	2,093	72
01-5110-6100	Disability Insurance	312	126	40
01-5110-6300	Travel/Meetings	1,250	63	3
01-5110-6500	Capital Outlay	-	-	-
	<b>Total Expenditures</b>	<b>129,836</b>	<b>73,270</b>	<b>56</b>

- Contract Services (5850) - Deducting \$5,000.00 from the account and adding to Salaries (5010)

# POLICE

## Approved Mid-Year Budget for Fiscal Year 2015/16 – General Fund December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
01-6150-5060	Reimbursement Overtime	-	7,015	
01-6150-6300	Reimbursement Meetings/Travel		1,929	
	*\$8,944.00 deducted off Total Expenditures		8,944	
01-6150-5800	SRO - Equipment		8,446	
	**\$8,446.00 deducted off Special Dept. Supplies			
<b>Police</b>				
01-6150-5010	Salaries - Regular	366,582	169,319	46
01-6150-5020	Salaries - Part - Time	74,420	67,295	90
01-6150-5060	Overtime	63,000	38,196	61
01-6150-5150	Utilities	13,000	7,897	61
01-6150-5200	Telephone	17,000	10,527	62
01-6150-5300	Advertising & Publication	1,000	433	43
01-6150-5350	Office Supplies	7,500	3,365	45
01-6150-5360	Postage	1,000	1,579	158
01-6150-5400	Lab Fees	3,000	583	19
01-6150-5450	Vehicle Maintenance/Operations	19,500	6,954	36
01-6150-5460	Facility Repair / Maint.	4,000	553	14
01-6150-5500	Fuel	45,000	8,378	19
01-6150-5600	Office Equipment Maintenance	-	-	-
01-6150-5750	Small Tools & Equipment	-	-	-
01-6150-5800	**Special Department Supplies	13,000	1,899	15
01-6150-5810	Abatement	-	-	-
01-6150-5820	Legal Services	25,000	25,056	100
01-6150-5850	Contract Services	42,300	17,353	41
01-6150-5860	Contract Services Dispatch	105,000	43,750	42
01-6150-5900	Uniform	11,850	4,649	39
01-6150-5950	Lease Payment	40,000	27,186	68
01-6150-6050	Retirement	8,026	2,749	34
01-6150-6060	Health & Life	56,564	22,512	40
01-6150-6070	F.I.C.A. / Medicare	37,125	19,807	53
01-6150-6080	Workers Compensation	81,483	31,358	39
01-6150-6090	Unemployment Insurance	20,500	5,850	29
01-6150-6100	Disability Insurance	5,240	2,351	45
01-6150-6110	P & GL Insurance	2,400	2,869	120
01-6150-6250	Memberships & Dues	600	415	69
01-6150-6300	Meetings/Travel	15,500	17,871	115
01-6150-6500	Capital Outlay	-	-	-
	*Total Expenditures	1,079,590	531,809	49

- Special Department Supplies (5800) - Deducting \$5,000.00 from the account to add to Meeting/Travel (6300)

- Contract Services (5850) - Deducting \$7,700.00 from the account to add to Part-Time Salaries (5020)
- Vehicle Maintenance/Operations (5450) - Deducting \$5,500.00 from the account to add to Part-Time Salaries (5020)
- Office Supplies (5350) - Deducting \$2,500.00 from the account to add to Part-Time Salaries (5020)
- Uniforms (5900) - Deducting \$3,000.00 from the account to add to Overtime (5060)
- Unemployment Insurance (6090) - Deducting \$2,500.00 from the account to add to Meetings/Travel (6300)
- Overtime Reimbursement: AVOID Grant 2-9-2015 through 10-27-2015
- Meetings/Travel: Hampton Inn & Suites Windsor - Supervisor Training & Crowne Plaza Concord & POST Reimbursement 11/2015



# CODE ENFORCEMENT

Approved Budget for Fiscal Year 2015/16 - General Fund  
December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Code Enforcement</b>				
01-6160-5010	Salaries	52,491	17,539	33
01-6160-5060	Overtime	-	-	-
01-6160-5450	Vehicle Maintenance/Operations	500	1,231	146
01-6160-5460	Facility Repair/Maintenance	-	-	-
01-6160-5500	Fuel	450	15	3
01-6160-5800	Special Department Supplies	400	44	11
01-6160-5850	Contract Services	2,500	875	35
01-6160-5900	Uniform	600	625	104
01-6160-6050	Retirement	610	290	48
01-6160-6060	Health & Life Insurance	1,592	196	12
01-6160-6070	F.I.C.A. / Medicare	4,015	1,341	33
01-6160-6080	Workers Compensation	5,249	1,661	32
01-6160-6100	Disability Insurance	567	158	28
01-6160-6250	Membership & Dues	-	-	-
01-6160-6300	Travel/Meeting	-	-	-
	<b>Total Expenditures</b>	<b>68,974</b>	<b>23,975</b>	<b>35</b>

# ANIMAL CONTROL

## Approved Mid-Year Budget for Fiscal Year 2015/16 - General Fund December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Animal Control</b>				
01-6170-5010	Salaries	19,901	10,542	52
01-6170-5060	Overtime	500	262	52
01-6170-5450	Vehicle Maintenance/Operations	2,500	1,940	78
01-6170-5460	Facility Repair/Maintenance	500	-	-
01-6170-5500	Fuel	1,700	30	2
01-6170-5800	Special Department Supplies	1,250	652	52
01-6170-5850	Contract Services	7,000	4,454	64
01-6170-5900	Uniform	500	-	-
01-6170-6050	Retirement	-	18	(999)
01-6170-6060	Health & Life Insurance	-	138	(999)
01-6170-6070	F.I.C.A. / Medicare	1,523	813	53
01-6170-6080	Workers Compensation	1,990	1,183	59
01-6170-6100	Disability Insurance	215	96	44
01-6170-6250	Membership & Dues	200	-	-
01-6170-6300	Travel/Meeting	200	-	-
	<b>Total Expenditures</b>	<b>37,979</b>	<b>20,127</b>	<b>53</b>

- Facility Repair/Maintenance (5460) - Deducting \$500.00 from the account to add to Salaries (5010)

# BUILDING DEPARTMENT

## Approved Mid-Year Budget for Fiscal Year 2015/16 - General Fund December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Building Department</b>				
01-7180-5010	Salaries	18,399	9,968	54
01-7180-5060	Overtime	-	-	-
01-7180-5200	Telephone	-	-	-
01-7180-5350	Office Supplies	1,000	362	36
01-7180-5360	Postage	-	-	-
01-7180-5450	Vehicle Maintenance/Operations	800	455	57
01-7180-5500	Fuel	3,000	61	2
01-7180-5600	Office Equipment Maintenance	-	-	-
01-7180-5610	Communications Equip. Maint.	-	-	-
01-7180-5800	Special Department Supplies	-	-	-
01-7180-5850	Contract Services	-	-	-
01-7180-5851	Contract Services (Pass-Thru)	3,000	-	-
01-7180-5900	Uniform	300	-	-
01-7180-6050	Retirement	820	498	61
01-7180-6060	Health & Life Insurance	925	475	51
01-7180-6070	F.I.C.A./Medicare	1,255	763	61
01-7180-6080	Workers Compensation	1,968	1,306	66
01-7180-6100	Disability Insurance	177	90	51
01-7180-6211	Lease Payment	-	-	-
01-7180-6250	Dues / Fees	1,000	36	4
01-7180-6300	Travel/Meetings	500	-	-
01-7180-6500	Capital Outlay	-	-	-
01-7180-6110	Property & General Liability	-	-	-
	<b>Total Expenditures</b>	<b>33,144</b>	<b>14,014</b>	<b>42</b>

- Contract Services (Pass-Thru) (5851) - Deducting \$2,000.00 from the account to add to Salaries (5010)
- Dues/Fees (6250) - Deducting \$500.00 from the account to add to Office Supplies (5350)

# BUILDINGS & GROUNDS

## Approved Mid-Year Budget for Fiscal Year 2015/16 - General Fund December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Buildings &amp; Grounds</b>				
01-7250-5010	Salaries	86,745	53,700	62
01-7250-5060	Overtime	2,000	985	49
01-7250-5150	Utilities	29,000	12,588	43
01-7250-5200	Telephone	-	-	-
01-7250-5450	Vehicle Maintenance/Operations	5,000	3,553	71
01-7250-5460	Facility Repair/Maintenance	20,000	5,044	25
01-7250-5500	Fuel	2,800	699	25
01-7250-5800	Special Department Supplies	18,000	15,432	86
01-7250-5850	Contract Services	5,289	4,636	88
01-7250-5900	Uniform	600	-	-
01-7250-5950	Lease Payment	19,500	1,702	*
01-7250-6050	Retirement	4,137	1,984	48
01-7250-6060	Health & Life Insurance	15,359	5,869	38
01-7250-6070	F.I.C.A./Medicare	6,406	4,292	67
01-7250-6080	Workers Compensation	8,374	6,852	82
01-7250-6100	Disability Insurance	905	505	56
01-7250-6110	Property & General Liability	1,900	1,783	94
01-7250-6500	Capital Outlay	10,000	-	-
	<b>Total Expenditures</b>	<b>236,015</b>	<b>119,623</b>	<b>51</b>

- Facility Repair/Maintenance (5460) - Deducting \$5,000.00 from the account to add \$4,000.00 to Salaries (5010) and \$1,000.00 to Overtime (5060)
- Lease Payment - \$14,657.00 7<sup>th</sup> Street/Park Purchase Annual Payment (5950)

# SUPPORT OPERATIONS

## Approved Budget for Fiscal Year 2015/16 - General Fund December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Support Operations</b>				
<b>Senior Center</b>				
01-8320-5010	Salaries	11,500	6,649	58
01-8320-5150	Utilities	1,400	867	62
01-8320-5200	Telephone	175	147	84
01-8320-5350	Office Supplies	511	563	110
01-8320-5460	Building Operations S/M	800	-	-
01-8320-5850	Contract Services	300	140	47
01-8320-6070	F.I.C.A./Medicare	880	509	58
01-8320-6080	Workers Compensation	575	871	151
01-8320-6100	Disability Insurance	125	60	48
01-8320-6300	Travel/Meetings	-	-	-
	<b>Expenditures</b>	<b>16,266</b>	<b>9,805</b>	<b>60</b>
<b>Human Resources</b>				
01-8321-5350	Office Supplies	1,200	984	82
01-8321-5850	Contract Services	5,000	4,637	93
01-8321-6300	Travel/Meetings	2,000	258	13
	<b>Expenditures</b>	<b>8,200</b>	<b>5,878</b>	<b>72</b>
<b>Risk Management</b>				
01-8322-6260	OSHA Compliance Issues	1,500	-	-
	<b>Expenditures</b>	<b>1,500</b>	<b>-</b>	<b>-</b>
	<b>Total Expenditures</b>	<b>25,966</b>	<b>15,683</b>	<b>60</b>

- Human Resources: Contract Services - \$5,000.00 for Personnel Rules (5850)

**REFUSE OPERATION FUND**  
 Approved Mid-Year Budget for Fiscal Year 2015/16  
 December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Revenues</b>				
13-4400	Refuse Service	664,845	664,845	
13-3592-3890	State Grant	-	-	
13-3400-3410	Interest Income	500	500	
13-3903-3903	Transfer- In	-	-	
	<b>TOTAL REVENUES</b>	<b>665,345</b>	<b>665,345</b>	
<b>Expenditures</b>				
13-7240-5010	Salaries, Regular	35,895	18,912	53
13-7240-5060	Overtime	500	12	2
13-7240-5374	State Grant	-	-	-
13-7240-5800	Special Department Supplies	572	398	70
13-7240-5840	Audit	828	828	100
13-7240-5850	Contract Services	588,292	259,753	44
13-7240-6050	Retirement	1,795	438	24
13-7240-6060	Health & Life Insurance	7,698	2,873	37
13-7240-6070	F.I.C.A./Medicare	2,784	1,445	52
13-7240-6080	Workers Compensation	3,931	2,460	63
13-7240-6100	Disability Insurance	392	170	43
	<b>Total Expenditures</b>	<b>642,687</b>	<b>287,290</b>	<b>45</b>

- Special Department Supplies (5800) - Deducting \$128.00 from the account to add to Audit (5840)

**SEWER OPERATION FUND**  
 Approved Mid-Year Budget FY 15/16 - December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Revenues</b>				
10-4000-4650	Misc Revenue	-	-	
10-3900-3903	Interfund Transfer	-	-	
10-3400-3410	Interest Income	1,000	1,000	
10-4300-4200	Sewer Service	1,611,378	1,622,771	
10-4300-4300	Connection Fee	4,500	4,500	
	<b>TOTAL REVENUES</b>	<b>1,616,878</b>	<b>1,628,271</b>	
<b>Expenditures</b>				
10-7210-5010	Salaries, Regular	323,164	152,700	47
10-7210-5060	Overtime	10,000	3,114	31
10-7210-5150	Utilities	196,760	70,490	36
10-7210-5200	Telephone	6,811	3,657	54
10-7210-5300	Advertising & Publication	1,500	625	42
10-7210-5350	Office Supplies	4,500	2,050	46
10-7210-5360	Postage	4,000	7,353	184
10-7210-5400	Lab Analysis	5,000	1,434	29
10-7210-5410	Chemicals	6,500	2,592	40
10-7210-5450	Vehicle Maintenance/Operations	13,488	6,551	49
10-7210-5460	Facility Repair / Maint.	20,000	7,963	40
10-7210-5500	Fuel	14,667	5,883	40
10-7210-5550	Plant Equipment	-	-	-
10-7210-5600	Office Equipment Maintenance	1,500	1,244	83
10-7210-5700	Depreciation	-	-	-
10-7210-5800	Special Department Supplies	15,500	15,353	99
10-7210-5820	Legal Services	18,000	14,358	80
10-7210-5821	Engineering Services	15,000	10,500	70
10-7210-5840	Audit	12,836	14,488	113
10-7210-5850	Contract Services	70,000	54,113	77
10-7210-5900	Uniform	1,700	2,564	151
10-7210-5950	Lease Payment	7,438	4,108	55
10-7210-6050	Retirement	14,666	3,983	27
10-7210-6060	Health & Life Insurance	51,562	30,025	58
10-7210-6070	F.I.C.A./Medicare	25,487	12,261	48
10-7210-6080	Workers Compensation	46,643	20,704	44
10-7210-6090	Unemployment Insurance	24,500	3,543	14
10-7210-6100	Disability Insurance	3,597	1,414	39
10-7210-6110	P & GL Insurance	1,900	1,783	94
10-7210-6200	Bond / Principle	139,000	71,520	51
10-7210-6210	Bond / Interest	235,743	74,434	32
10-7210-6250	Memberships & Dues	48,529	30,320	62
10-7210-6300	Meetings/Travel/Training	1,200	842	70
10-7210-6400	Taxes & Assessment	879	783	89
10-7210-6500	Capital Outlay	33,680	7,286	22
10-7210-8003	Special Project WWTP	-		
	<b>Total Expenditures</b>	<b>1,375,750</b>	<b>640,036</b>	<b>47</b>

- Capital Outlay (6500) - Deducting \$4,000.00 from the account to add to Lease Payment (5950)
- Capital Outlay (6500) - Deducting \$5,000.00 from the account to add to Contract Services (5850)
- Chemicals (5410) - Deducting \$4,000.00 from the account to add to Special Department Supplies (5800)



**WATER OPERATION FUND**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
02-7220-5010	Salaries, Regular	324,503	161,758	50
02-7220-5060	Overtime	10,000	4,806	48
02-7220-5150	Utilities	399,600	154,955	39
02-7220-5200	Telephone	11,089	5,475	49
02-7220-5300	Advertising & Publication	1,500	625	42
02-7220-5350	Office Supplies	4,500	2,106	47
02-7220-5360	Postage	7,000	6,463	92
02-7220-5400	Lab Analysis	20,000	9,236	46
02-7220-5410	Chemicals	33,000	17,429	53
02-7220-5450	Vehicle Maintenance/Operations	9,500	5,212	55
02-7220-5460	Facility Repair / Maint.	45,000	20,941	47
02-7220-5500	Fuel	13,500	3,516	26
02-7220-5550	Plant Equipment	-	-	-
02-7220-5600	Office Equipment Maintenance	1,500	1,333	89
02-7220-5700	Depreciation	-	-	-
02-7220-5800	Special Department Supplies	55,000	31,007	56
02-7220-5820	Legal Services	18,000	21,169	118
02-7220-5821	Engineering Services	25,000	8,805	35
02-7220-5840	Audit	12,837	14,716	115
02-7220-5850	Contract Services	75,000	65,245	87
02-7220-5900	Uniform	1,700	2,564	151
02-7220-5950	Lease Payment	90,713	4,108	5
02-7220-6050	Retirement	14,733	4,195	28
02-7220-6060	Health & Life Insurance	51,943	31,169	60
02-7220-6070	F.I.C.A./Medicare	25,589	13,040	51
02-7220-6080	Workers Compensation	40,140	21,838	54
02-7220-6090	Unemployment Insurance	24,500	3,543	14
02-7220-6100	Disability Insurance	3,613	1,506	42
02-7220-6110	P & GL Insurance	1,900	1,783	94
02-7220-6200	Bond / Principle	38,000	38,000	100
02-7220-6210	Bond / Interest	28,530	14,693	52
02-7220-6250	Memberships & Dues	15,000	7,489	50
02-7220-6300	Meetings/Travel/Training	10,000	961	10
02-7220-6400	Taxes & Assessment	275	317	115
02-7220-6500	Capital Outlay	40,638	2,100	5
	<b>Total Expenditures</b>	<b>1,453,803</b>	<b>682,101</b>	<b>47</b>

- Fund Balance: \$231,000.00
- Contract Services - \$5,000.00 for Personnel Rules (5850)
- Contract Services - \$15,000.00 for Maintenance Plan – Giersch & Associates Inc. (5850)
- Capital Outlay - \$5,000.00 for City Clerk Document Digitalization (6500)

**GAS TAX - STREET FUND**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

Fund	Description	Approved Budget FY 15/16	As of Dec-15 FY 15/16	%
<b>Revenues</b>				
07-3500-3529	State Allocation - 2103	116,737	116,737	
07-3500-3530	State Allocation - 2105	53,648	53,648	
07-3500-3531	State Allocation - 2106	46,550	46,550	
07-3500-3532	State Allocation - 2107	65,918	65,918	
07-3500-3533	State Allocation - 2107.5	2,000	2,000	
07-3400-3410	Interest Income	500	500	
07-3900-3903	Interfund Transfer			
07-4000-4650	Misc. Revenue (Grants)			
	<b>Total Revenues</b>	<b>285,353</b>	<b>285,353</b>	
<b>Expenditures</b>				
07-7190-5010	Salaries, Regular	65,071	28,830	44
07-7190-5060	Overtime	500	94	19
07-7190-5150	Utilities- Street Lights	55,000	30,222	55
07-7190-5450	Vehicle Maintenance / Operations	500	249	50
07-7190-5470	Street Repair / Maintenance	9,000	-	-
07-7190-5800	Special Department Supplies	1,500	490	33
07-7190-5821	Engineering Services	-	-	-
07-7190-5840	Audit Fees	1,000	1,243	124
07-7190-5850	Contract Services	-	-	-
07-7190-6050	Retirement	3,254	1,094	34
07-7190-6060	Health & Life Insurance	12,236	3,947	32
07-7190-6070	F.I.C.A./Medicare	5,016	2,160	43
07-7190-6080	Workers Compensation	6,557	3,770	57
07-7190-6100	Disability Insurance	708	239	34
07-7190-6500	Capital Outlay	400,975	297,873	74
	<b>Total Expenditures</b>	<b>561,317</b>	<b>370,209</b>	<b>66</b>

- The \$275,964.00 in Fund Balance will be used for the Reconstruction Project of 6<sup>th</sup> Street and Perez Street. Measure C and “LTF” Street Fund will share the expenditures of the Reconstruction Project.
- Fund Balance: \$640,232.00

**MEASURE “C” STREET FUND**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

<b>Fund</b>	<b>Description</b>	<b>Approved Budget FY 15/16</b>	<b>As of Dec-15 FY 15/16</b>	<b>%</b>
<b>Revenues</b>				
14-3100-3175	County Allocation	151,488	151,488	
14-3100-3180	County Allocation (ADA)	5,302	5,302	
14-3100-3190	County Allocation (Flexible)	175,960	175,960	
14-3400-3410	Interest Income	-	-	
14-4000-4650	Misc. Revenue (Grants)	-	-	
	<b>Total Revenues</b>	<b>332,750</b>	<b>332,750</b>	
<b>Expenditures</b>				
14-7190-5010	Salaries, Regular	115,199	55,164	48
14-7190-5060	Overtime	500	-	-
14-7190-5420	Street ADA Projects	-	-	-
14-7190-5450	Vehicle Maintenance/Operations	8,000	981	12
14-7190-5470	Street Repair / Maint.	50,000	295	1
14-7190-5800	Special Department Supplies	2,557	856	33
14-7190-5480	Sidewalk / Curb / Gutter-Maint.	-	-	-
14-7190-5821	Engineering Services	-	-	-
14-7190-5840	Audit	1,000	1,243	124
14-7190-5850	Contract Services	75,000	21,731	29
14-7190-6050	Retirement	5,760	2,284	40
14-7190-6060	Health & Life Insurance	25,056	10,514	42
14-7190-6070	F.I.C.A./Medicare	8,850	4,267	48
14-7190-6080	Workers Compensation	11,570	7,311	63
14-7190-6100	Disability Compensation	1,250	485	39
14-7190-6500	Capital Outlay	303,972	298,651	98
14-7190-7500	Transfer Out	-	-	-
	<b>Total Expenditures</b>	<b>608,714</b>	<b>403,781</b>	<b>66</b>

- The \$275,964.00 in Fund Balance will be used for the Reconstruction Project of 6<sup>th</sup> Street and Perez Street. “LTF” Street Fund and Gas Tax will share the expenditures of the Reconstruction Project.
- Fund Balance: \$1,190,235.00

**“LTF” STREET FUND**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

<b>Fund</b>	<b>Description</b>	<b>Approved Budget FY 15/16</b>	<b>As of Dec-15 FY 15/16</b>	<b>%</b>
<b>Revenues</b>				
12-3100-3160	Article III	7,429	7,429	
12-3100-3170	Article VIII	332,168	332,168	
12-3100-3410	Interest Income	-	-	
12-4000-4650	Misc. Revenue (Grants)	-	-	
	<b>Total Revenues</b>	<b>339,597</b>	<b>339,597</b>	
<b>Expenditures</b>				
12-7190-5010	Salaries, Regular	84,165	45,291	54
12-7190-5060	Overtime	500	595	119
12-7190-5440	Street Painting	-	-	-
12-7190-5450	Veh. Maint/Operations	7,000	4,564	65
12-7190-5470	Street Repair	50,000	7,541	15
12-7190-5480	Sidewalk / Curb	10,000	-	-
12-7190-5500	Fuel	5,000	1,578	32
12-7190-5800	Special Department Supplies	15,000	5,114	34
12-7190-5821	Engineering Services	2,000	-	-
12-7190-5840	Audit Fees	1,500	1,606	104
12-7190-5850	Contract Services	75,000	1,716	2
12-7190-6050	Retirement	4,208	1,740	41
12-7190-6060	Health & life Insurance	14,234	5,409	38
12-7190-6070	F.I.C.A./Medicare	6,478	3,485	54
12-7190-6080	Workers Compensation	12,700	5,928	47
12-7190-6100	Disability Insurance	914	393	43
12-7190-6500	Capital Outlay	326,862	295,712	90
12-7195-5470	Streets (ART 3) Repairs	-	-	-
	<b>Total Expenditures</b>	<b>615,561</b>	<b>380,672</b>	<b>62</b>

- The \$275,964.00 in Fund Balance will be used for the Reconstruction Project of 6<sup>th</sup> Street and Perez Street. Measure C and Gas Tax will share the expenditures of the Reconstruction Project.
- Fund Balance: \$589,547.00

**MENDOTA CFD FUND**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

<b>Fund</b>	<b>Description</b>	<b>Approved Budget FY 15/16</b>	<b>As of Dec-15 FY 15/16</b>	<b>%</b>
<b>Revenues</b>				
61-3000-3015	Mendota CFD / 2006 - 01	148,908	148,908	
61-3400-3410	Interest Income	50	50	
	<b>Total Revenues</b>	<b>148,958</b>	<b>148,958</b>	
<b>Expenditures</b>				
61-6150-5010	Salaries, Regular	119,935	68,008	57
61-6150-5060	Overtime	6,000	5,615	94
61-6150-5850	Contract Services	3,000	1,130	38
61-6150-6050	Retirement	-	-	-
61-6150-6060	Health & life Insurance	22,407	9,148	41
61-6150-6070	F.I.C.A./Medicare	9,634	6,238	65
61-6150-6080	Workers Compensation	13,588	8,922	66
61-6150-6100	Disability Insurance	1,360	734	54
	<b>Total Expenditures</b>	<b>175,924</b>	<b>99,795</b>	<b>57</b>

- Fund Balance \$52,557.00

**AVIATION**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

<b>Fund</b>	<b>Description</b>	<b>Approved Budget FY 15/16</b>	<b>As of Dec-15 FY 15/16</b>	<b>%</b>
<b>Revenues</b>				
05-3500-3600	State Allocation	10,000	10,000	
05-3400-3410	Interest Income			
05-3903-3903	Transfer In - General Fund			
	<b>Total Revenues</b>	<b>10,000</b>	<b>10,000</b>	
<b>Expenditures</b>				
05-7230-5010	Salaries, Regular	1,768	-	-
05-7230-5060	Overtime	200	-	-
05-7230-5150	Utilities	800	646	81
05-7230-5460	Facility Repair/Maintenance	501	-	-
05-7230-5800	Special Department Supplies	-	-	-
05-7230-5821	Engineering	-	-	-
05-7230-5850	Contract Services	-	-	-
05-7230-6050	Retirement	88	-	-
05-7230-6060	Health & Life Insurance	594	-	-
05-7230-6070	F.I.C.A./Medicare	151	-	-
05-7230-6080	Workers Compensation	98	-	-
05-7230-6100	Disability Compensation	21	-	-
05-7230-6150	Airport Insurance	5,490	5,490	100
05-7230-6400	Taxes & Assessments	289	296	102
05-7230-6500	Capital Outlay	-	-	-
	<b>Total Expenditures</b>	<b>10,000</b>	<b>6,432</b>	<b>64</b>

**“COPS”**  
 Approved Budget for Fiscal Year 2015/16  
 December 2015

<b>Fund</b>	<b>Description</b>	<b>Approved Budget FY 15/16</b>	<b>As of Dec-15 FY 15/16</b>	<b>%</b>
<b>Revenues</b>				
23-3500-3560	COPS	100,000	100,000	
23-3400-3410	Interest Income			
	<b>Total Revenues</b>	<b>100,000</b>	<b>100,000</b>	
<b>Expenditures</b>				
23-6150-5010	Salaries, Regular	72,161	43,131	60
23-6150-5060	Overtime	13,000	2,171	17
23-6150-5300	Advertisement & Publication	-	-	-
23-6150-6050	Retirement	2,447	-	-
23-6150-5850	Contract Service	-	-	-
23-6150-6060	Health & life Insurance	13,668	11,137	81
23-6150-6070	F.I.C.A./Medicare	6,515	3,775	58
23-6150-6080	Workers Compensation	8,516	5,650	66
23-6150-6100	Disability Insurance	920	444	48
	<b>Total Expenditures</b>	<b>117,227</b>	<b>66,308</b>	<b>57</b>

- Fund Balance: \$55,882.00

# A G E N D A I T E M - S T A F F R E P O R T

**DATE:** February 5, 2016

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince DiMaggio, City Manager  
John P. Kinsey, City Attorney

**SUBJECT:** Resolution of Intention to Initiate an Amendment to Chapter 8.36 of the Mendota Municipal Code Relating to the Establishment and Operation of Medical Marijuana Dispensaries, the Indoor and Outdoor Cultivation of Medical Marijuana, and the Delivery of Medical Marijuana

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## **ISSUE**

Should the City Council adopt a Resolution initiating an amendment to the Mendota Municipal Code relating to medical marijuana dispensaries and marijuana cultivation?

## **BACKGROUND:**

In 1996, California voters approved Proposition 215, the Compassionate Use Act, which exempted qualified patients and their primary caregivers from criminal liability for the possession and cultivation of marijuana for medical purposes. In 2003, the California Legislature enacted additional regulations through the passage of Senate Bill 420, the Medical Marijuana Program Act, to establish and implement a program for voluntary registration of qualified patients and their primary caregivers through a statewide identification card.

In late 2015, the Legislature passed, and the Governor signed, three pieces of legislation, AB 266, AB 243 and SB 643, collectively called the Medical Marijuana Regulation and Safety Act (the "Act"). The Act is effective as of January 1, 2016. The Act provides a statewide program for the licensing and regulation of commercial cannabis activity, specifically, the operation of medical marijuana dispensaries and the delivery and cultivation of marijuana. The Act provides that, in accordance with the California Constitution and as expressly held by the California Supreme Court, local authority remains intact, and the City may adopt ordinances to either regulate medical marijuana businesses or to prohibit such operations and related activities altogether.

Previously, the Act contained provisions suggest that, if a city did not have a zoning ordinance expressly addressing cultivation, the State would become the sole licensing and regulatory



authority for that activity effective March 1, 2016. That deadline, however, has now been removed by recent legislation signed by the Governor on February 2, 2016.

The Act also provides that if a city does not have an ordinance in effect that expressly bans medical marijuana delivery in conjunction with a dispensary before the State begins issuing licenses, the State will be the sole regulatory body and delivery will be allowed with just a State dispensary license. It is not immediately clear when the State will be ready to issue licenses.

As a result of the foregoing, City Staff has been exploring potential amendments to the City of Mendota Municipal Code concerning the cultivation and delivery of medical marijuana, and the location of medical marijuana dispensaries in the City.

### **DISCUSSION:**

Staff is recommending that the Council consider and adopt a resolution of intention authorizing City Staff to proceed with the preparation of proposed amendments to Chapter 8.36 of the Mendota Municipal Code, that would (i) prohibit the establishment and/or operation of medical marijuana dispensaries, including mobile dispensaries; (ii) prohibit the indoor or outdoor cultivation of marijuana; (iii) prohibit the delivery of marijuana anywhere within the City's boundaries; and (iv) make certain other clarifying changes to the existing text of Chapter 8.36.

Although arguably not required, Staff is also recommending that the City follow the procedures set forth in Chapter 17.08.040 of the Mendota Municipal Code for the amendment of Chapter 8.36 (in addition to all other procedures required by law), as the regulations could affect land uses within the City. As a result, as part of its consideration and adoption of the resolution of intention, City Staff recommends that the Council direct the Secretary schedule a public hearing on the proposed amendments to Chapter 8.36 of the Mendota Municipal Code no less than ten (10) days nor more than forty (40) days after the adoption of the resolution.

### **Purpose and Intent of the Medical Marijuana Urgency Ordinance**

In recommending the prohibition of marijuana dispensaries, and the delivery and cultivation of marijuana, as well as related activities, staff is making no judgment on whether individuals obtain some medical benefit from marijuana. The sole purpose of the Ordinance would be to protect the City's residents, business owners, and visitors from the detrimental secondary effects that such activities can create. The adoption of this Ordinance would allow the City to retain local control over the regulation of commercial medical marijuana activities. Adoption of a prohibition now will afford the City the opportunity to see how the State's regulatory structure develops and what unintended consequences, if any, may arise from implementation of the state program.

### **Secondary Effects of Medical Marijuana Activities**

Much of the criminal activity associated with marijuana dispensary operations is due to the fact that federal law still classifies marijuana as a Schedule I drug, considered one of the most dangerous controlled substances along with heroin, LSD, Ecstasy and others. As long as it remains so classified, banks face severe monetary penalties or even closure, and individual

bankers can be criminally prosecuted and banned from the industry, if they assist dispensary owners with opening and maintaining bank accounts. As a result, dispensaries must generally operate as a cash-only business. The Los Angeles Times recently reported that the “\$700-million-a-year cannabis industry run[s] almost entirely on cash.” (See Exhibit “B.”) With so much cash moving around, it is perhaps no surprise that dispensaries and related marijuana activities are a magnet for crime. In addition to robberies at dispensaries, grow houses have been broken into, and the Times reported that gangs in Denver have targeted couriers moving dispensary cash around the city.

Even a very cursory web search confirms that dispensaries are particularly vulnerable to criminal activity: in 2015 alone, at least three Los Angeles dispensaries were robbed; security guards at two of them were injured and an employee was injured at the third. A security guard was shot and killed at a San Bernardino dispensary in February. And an armed robbery of a dispensary in Upland in January 2015 led to a stand-off with the SWAT team at a nearby apartment building.

The City of Mendota Police Department, the County of Fresno, and the Fresno County Sheriff, have each determined that medical marijuana cultivation poses a threat to the public peace, health and safety. Many medical marijuana grows have recently emerged in Fresno County, which are visible to the public, including children and youths. Some of these grows contain booby-trap devices that threaten severe bodily harm or death to those who attempt to access them. There is also a threat of violent crime due to the size, location, and monetary value of these mature medical marijuana grows.

#### Proposed Features of the Potential Ordinance

Staff proposed amendments to Chapter 8.36 of the Mendota Municipal Code would prohibit the establishment and operation of a medical marijuana dispensary anywhere within the City’s boundaries, regardless of the zone, adopted specific plan, overlay zone or any other development or use classification of the property. The Amendments would also prohibit the indoor and outdoor cultivation of marijuana, and the delivery of marijuana from a fixed or mobile dispensary to another person within the City. The Amendments would also make certain changes to clarify Chapter 8.36 and its implementation.

#### Conclusion

Based on the foregoing, Staff recommends that the City Council adopt the resolution authorizing Staff to proceed with the preparation of a comprehensive update to Chapter 8.36 of the Mendota Municipal Code to (i) prohibit the cultivation of medical marijuana; (ii) prohibit the location of medical marijuana dispensaries within the City; (iii) prohibit the delivery of medical marijuana; (iv) clarify the City’s enforcement of any violations of Chapter 8.36; and (v) provide any further amendments needed to clarify the regulation of medical marijuana within the City.

Staff also recommends that the City Council direct the Secretary shall schedule a public hearing on the proposed amendments to Chapter 8.36 of the Mendota Municipal Code no less than ten (10) days nor more than forty (40) days after the adoption of the resolution.

**RECOMMENDATION:**

Adopt a Resolution that:

- A. Directs Staff to proceed with the preparation of a comprehensive update to Chapter 8.36 of the Mendota Municipal Code to (i) prohibit the cultivation or medical marijuana; (ii) prohibit the location of medical marijuana dispensaries within the City; (iii) prohibit the delivery of medical marijuana; (iv) clarify the City's enforcement of any violations of Chapter 8.36; and (v) provide any further amendments needed to clarify the regulation of medical marijuana within the City.
  
- B. Directs the Secretary to schedule a public hearing before the Planning Commission on the proposed amendments to Chapter 8.36 of the Mendota Municipal Code no less than ten (10) days nor more than forty (40) days after the adoption of this resolution.

Attachments

**Ex. "A":** [Proposed] Ordinance Amending Chapter 8.36 of the Mendota Municipal Code Relating to the Establishment and Operation of Medical Marijuana Dispensaries, the Indoor and Outdoor Cultivation of Medical Marijuana, and the Delivery of Medical Marijuana [*subject to change*]

**Ex. "B":** *Limited by U.S. banking rules, pot businesses rely on bags of cash and armed guards, Los Angeles Times, December 19, 2015.*

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

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA, CALIFORNIA,  
AMENDING CHAPTER 8.36 OF THE  
MENDOTA MUNICIPAL CODE RELATING  
TO THE ESTABLISHMENT AND OPERATION  
OF MEDICAL MARIJUANA DISPENSARIES,  
THE INDOOR AND OUTDOOR CULTIVATION  
OF MEDICAL MARIJUANA, AND THE  
DELIVERY OF MEDICAL MARIJUANA**

**ORDINANCE NO. 16-XX**

**WHEREAS**, in 1996, the People of the State of California approved Proposition 215, the Compassionate Use Act, which exempted qualified patients and their primary caregivers from criminal liability for the possession and cultivation of marijuana for medical purposes; and

**WHEREAS**, in 2003, the California Legislature enacted additional regulations through the passage of Senate Bill 420, the Medical Marijuana Program Act, to establish and implement a program for voluntary registration of qualified patients and their primary caregivers through a statewide identification card; and

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

**WHEREAS**, the Act provides that, in accordance with the California Constitution and as expressly held by the California Supreme Court, local authority remains intact, and therefore the City may adopt ordinances to either regulate medical marijuana businesses or to prohibit such operations and related activities altogether; and

**WHEREAS**, the Act further provides that if a city does not have an ordinance in effect that expressly prohibits the delivery of medical marijuana in conjunction with a dispensary before the State begins issuing licenses, the State will be the sole regulatory body for that activity and delivery will be permissible with just a State license; and

PROPOSED

**WHEREAS**, the City Council takes legislative notice that the use, possession, cultivation, distribution and sale of marijuana remain illegal under the Controlled Substances Act ("CSA," 21 U.S.C. Section 841), and that federal courts have recognized that despite California laws, marijuana is deemed to have no accepted medical use and the federal government may properly enforce the CSA in California; and

**WHEREAS**, in light of the continuing conflict between state and federal law, the City must resolve for itself whether, as a land use matter, cultivation of medical marijuana, delivery of medical marijuana, medical marijuana dispensaries, and related activities should be permitted, regulated or prohibited; and

**WHEREAS**, the City Council concurs with the City of Mendota Police Department, the County of Fresno, and the Fresno County Sheriff, who have determined that medical marijuana cultivation poses a threat to the public peace, health and safety. Many medical marijuana grows have recently emerged in Fresno County, which are visible to the public, including children and youths. Some of these grows contain booby-trap devices that threaten severe bodily harm or death to those who attempt to access them. There is also a threat of violent crime due to the size, location, and monetary value of these mature medical marijuana grows.

**WHEREAS**, marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors;

**WHEREAS**, in the case of multiple qualified patients who are in control of the same legal parcel, or parcels, of property, or in the case of collective or cooperative cultivation, or in the case of a caregiver growing for numerous patients, a very large number of plants could be cultivated on the same legal parcel, or parcels, within the City;

**WHEREAS**, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery;

**WHEREAS**, the indoor cultivation of marijuana has potential adverse effects to the structural integrity of the building, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a clear and present danger to the building and its occupants;

**WHEREAS**, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime;

**WHEREAS**, based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing and distribution activities;

**WHEREAS**, based on the foregoing and other evidence, medical marijuana grows can create a nuisance that threatens the safety and property of nearby landowners and their families.

**WHEREAS**, nothing in Chapter 8.36 of the Mendota Municipal Code shall be deemed to conflict with federal law, as contained in the Controlled Substances Act, 21 U.S.C. § 841, or to license any activity that is prohibited under the act except as mandated by state law.

**WHEREAS**, nothing in Chapter 8.36 of the Mendota Municipal Code shall be construed to (i) allow persons to engage in conduct that endangers others or causes a public nuisance; (ii) allow the use of marijuana for non-medical purposes; or (iii) allow any activity relating to the cultivation, distribution, or consumption of marijuana that is illegal under state or federal law.

**WHEREAS**, the City Council finds and declares that it is necessary to retain local control over the regulation of medical marijuana activities in order to protect public health, safety and welfare.

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

**SECTION 1:** Chapter 8.36 of the Mendota Municipal Code is amended in its entirety to read as follows:

**8.36.010 – Purpose & intent.**

It is the purpose and intent of this Chapter 8.36, pursuant to Section 25123(d) of the Government Code to immediately prohibit the cultivation and delivery of medical marijuana to preserve the public peace, health, safety and general welfare of the citizens of the City of Mendota. It is also the purpose and intent of this Chapter 8.36 to continue in effect the City of Mendota's prohibition of medical dispensaries and limitations on the places where medical marijuana may be consumed.

**8.36.020 – Relationship with other laws.**

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

any other provisions of this Mendota Municipal Code found to be in conflict.

**8.36.030 – Definitions.**

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

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

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

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

“Medical marijuana” or “medical cannabis” means “medical cannabis” as defined in Section 19300.5, subdivision (ag) of the California Business & Professions Code.

“Medical marijuana dispensary” means any facility or location, whether fixed or mobile, where medical marijuana is offered, provided, sold, made available or otherwise distributed to a qualified patient, primary caregiver, or person with an identification card, as defined in Section 11362.7 of the California Health & Safety Code. For purposes of this section, the following do not constitute a “medical marijuana dispensary” so long as they comply with this section, the Mendota Municipal Code and all other applicable laws, and hold a current and valid state license duly issued in accordance with the applicable California law:

- a. A clinic, as defined in Section 1200 of the Health & Safety Code;
- b. A health care facility, as defined in Section 1250 of the Health & Safety Code;
- c. A residential care facility for persons with chronic life-threatening illness, as defined in Section 1568.01 of the Health & Safety Code;
- d. A residential care facility for the elderly, as defined in Section 1569.2 of the Health & Safety Code;
- e. A home health agency, as defined in Section 1727 of the Health & Safety Code, or a hospice that operates in accordance with Section

1726 of the Health & Safety Code; and

- f. A pharmacy, as defined in Section 4037 of the Business and Professions Code.

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

#### **8.36.040 – Regulations applicable to the consumption of medical marijuana.**

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

#### **8.36.050 – Medical Marijuana Dispensaries, Cultivation and Delivery.**

The following prohibitions apply to all property within the City’s boundaries, regardless of the zone, adopted specific plan, overlay zone or any other development or use classification or other designation of the property:

1. It is unlawful for any person, to establish or operate, or to allow, cause, create, suffer or permit the establishment or operation of a medical marijuana dispensary.
2. It is unlawful for any person to engage in the indoor or outdoor cultivation of medical marijuana, or to allow, cause, create, suffer or permit the indoor or outdoor cultivation of medical marijuana.
3. It is unlawful for any person to deliver medical marijuana to another person, or to allow, cause, create, suffer or permit the delivery of medical marijuana to another person.

#### **8.36.060 – Violation and enforcement**

Each and every violation of this chapter shall constitute a separate violation and shall be subject to all remedies and enforcement measures authorized by Title 1, Chapter 1.20 of this code. Additionally, as a nuisance *per se*, any violation of this chapter shall be subject to injunctive relief, payment to the city of any and all monies unlawfully obtained, costs of abatement, costs of investigation, attorney fees, civil penalties as set by the city council by resolution and any other relief or remedy available at law or equity. The city may also pursue any and all remedies and actions available and applicable under local and state laws for any violations of this chapter.



The Mendota Police Department, with administrative assistance from the city manager's office, shall have primary responsibility for enforcement of the provisions of this chapter; however, nothing herein shall limit the ability of the City's designated code enforcement officer to enforce the provisions of this chapter as may be necessary from time-to-time.

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

### **8.36.070 – Severability**

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

**SECTION 2.** The City Council finds the approval of this ordinance is not subject to the California Environmental Quality Act, Public Resources Code, § 21000, *et seq.* ("CEQA"), pursuant to Section 15060(c)(2) of the CEQA Guidelines, on the grounds that the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, and Section 15060(c)(3) of the CEQA Guidelines, on the grounds that the activity is not a project as defined in Section 15378 of the CEQA Guidelines, because it has no potential for resulting in physical change to the environment, directly or indirectly. Alternatively, the City Council finds the approval of this ordinance is not a project under Section 15061(b)(3) of the CEQA Guidelines because it has no potential for causing a significant effect on the environment.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this Ordinance is held for any reason to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Mendota hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions be declared invalid or unconstitutional.

**SECTION 4.** The Mayor shall sign and the City Clerk shall certify to the passage of this Ordinance and will see that it is published and posted in the manner required by law.

Nation

# Limited by U.S. banking rules, pot businesses rely on bags of cash and armed guards



Kristi Kelly owns Good Meds, a medical marijuana company. Banks face prosecution for working with marijuana dispensaries, forcing businesses like Kelly's to operate almost entirely on cash. (David Kelly / For The Times)

By **David Kelly**

DECEMBER 19, 2015, 3:00 AM | REPORTING FROM DENVER

**T**he Fourth Corner Credit Union occupies a prime spot in downtown Denver, not far from the state Capitol. It has a big safe, four teller windows, drive-up service and a banner out front that says, "The Fourth Corner Credit Union Coming Soon."

But there's a problem.

The Federal Reserve Bank of Kansas City, which oversees Denver, has refused Fourth Corner's request for a "master account," essentially a bank account allowing it to do business.

"You can't have a bank chartered by the state of Colorado and then nullified by the federal government," said Mark Mason, an attorney for the credit union.

Unless the Fed simply doesn't like the customers.

And in this case, the customers work in the cannabis trade. Fourth Corner hopes to be the first financial institution in the nation catering exclusively to the marijuana business.

But although pot is legal here, it remains a Schedule 1 controlled substance along with LSD and heroin in the eyes of the federal government. That means any bank working with the weed business faces prosecution.

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"Banks face a number of risks if they choose to serve the industry, up to and including closure of their institutions," said Amanda Averch, director of communications for the Colorado Bankers Assn.

"Regulators can impose civil money penalties, cease-and-desist orders, fines and can ban bankers from their careers for life."

Political remedies are being considered but major roadblocks remain, leaving the \$700-million-a-year cannabis industry running almost entirely on cash. Bags of it are taken to grocery stores to buy money orders to pay staff. Houses are rented and filled with safes full of cash. Phony bank accounts are created and then shut down when the money arrives reeking of pot.

Nearly everyone in the marijuana business has had bank accounts closed.

"So far we have lost 25 bank accounts," said Kristi Kelly, owner of the Good Meds medical marijuana dispensaries near Denver. "Our biggest area of exposure is what we do with our cash. Then how do we pay our bills? We are not talking about \$20 but five- and six-figure bills."

Those who can have hired armed private security to guard the product and ferry cash around Colorado in armored vans.

The guards are often former military personnel with combat experience in Iraq and Afghanistan.

On a recent morning, Tom Morton, a towering former Marine, cruised through a warren of faceless warehouses in North Denver before pulling into a side alley, walking up a few steps and ringing a bell.

The doors opened, revealing a bright, cavernous room with dozens of workers busily tending marijuana plants as tall as summer corn. An alcove flickered with 48 cameras trained on every employee.

Morton, 27, is a supervisor with the security company Helix TCS, checking on Travis Dombrowski, 26, a

guard who carries a semiautomatic pistol on his hip.

"I feel comfortable that I can defend the people here from any threat that comes through that door," Dombrowski said.

Morton nodded.

"Travis and I served together in Afghanistan. I know I can trust him with my life," he said. "I know in a gunfight he won't back down."

The day before, Morton was driving \$20,000 in cash and 50 pounds of pot around Denver in a van, a guard toting an AR-15 assault rifle perched in the back.

"It's totally legal," he said. "But it feels sketchy."

Criminals have targeted dozens of pot businesses. Earlier this year, shots were fired during two robberies. In another incident, a man crashed a pick-up through a grow house and chopped down \$15,000 worth of plants. And then there was a gang preying on couriers moving cash around the city.

No one has been killed, but many believe it's just a matter of time. And that's what got 26-year-old Alex Mason thinking.

He had a lot of friends in the marijuana industry and was appalled at the obstacles they faced conducting a legitimate business. So he and his father, Mark Mason, came up with the idea of a credit union servicing the cannabis business. They assembled a staff, a chief executive and a board of directors, and last year they received a state charter.

"Forget whether you are for or against cannabis, there is no rational argument to keep it an all-cash economy," said credit union Executive Vice President Mark Goldfogel. "There is no scenario where black marketing cash from a legal business is sustainable."

According to Mark Mason, the situation pushes the cannabis industry to the margins of legality.

"Most have figured out a workaround to get money to the state and others through friends or under management companies," he said. "But it all comes very close to the textbook definition of money laundering."

Mason has filed suit against the Federal Reserve for denying the credit union a master account and a hearing is set for Dec. 28 in federal court here.

A Fed spokesman declined comment.

Last year, the Obama administration issued new guidelines for banks wishing to do business with marijuana dealers that lessened the threat of prosecution but didn't offer immunity from it.

According to the Colorado Bankers Assn., 12 small banks are now working with the cannabis industry on a limited basis, but they have been warned by federal regulators not to expand those accounts, which are being closely monitored.

Blue Line Protection Group, a security firm, is doing compliance checks for such banks to ensure their cannabis clients are obeying the law.

"We know the dispensary owners, what questions to ask and how much cash and product they produce," said Blue Line Vice President Michael Jerome. "We do on-site compliance for the banks and they provide accounts for the businesses."

Blue Line is also opening a 12,000-square foot fortified "vaulting and cash processing facility" to safeguard their clients' money.

Kelly, the dispensary owner, recently opened an account with a bank that asked not to be identified. She knows it could be shut at any time.

"When my first account was closed I felt indignant," she said, "like I was being discriminated against."

It reminded Kelly of her grandmother, who had moved from China to Washington and stuffed her mattress with money because no one would give her a bank account.

"So these Chinese immigrants got together and opened their own credit union," she said. "I think there are some interesting parallels here. History has shown we can get through this, that we can remedy historical inequities."

The best solution may be an act of Congress.

Lawmakers including Colorado Sens. Michael Bennet, a Democrat, and Cory Gardner, a Republican, have introduced legislation giving marijuana businesses access to banking while barring regulators from punishing banks who legally work with them.

It's supported by the Colorado banking industry and Gov. [John Hickenlooper](#), a Democrat who opposed marijuana legalization.

But until something changes, dispensary owners and growers will continue to play hide-and-seek with criminals and rely on outfits such as Helix to protect their crops and cash.

In Greenwood Village, just south of Denver, Zachary Venegas monitored the movement of his security guards across the region from his office. If one of their unmarked vans carrying cash or marijuana veers off course, he's instantly alerted.

Venegas is a West Point graduate and former infantry officer who has owned security businesses in Africa and the Middle East before becoming chief executive of Helix. Nearly all his employees are former members of the military.

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"We are all comfortable in a mission-oriented culture," he said.

Still, he believes it's just a matter of time before a major crime targeting the cannabis industry results in significant casualties.

"A lot of people are saying, 'Well, let's just see how it goes,' as if there's not an actual threat," he said. "But I think the illegal side is out there just watching and waiting to strike."

*Kelly is a special correspondent.*

## **ALSO**

[Tesla Motors receives \\$39 million in sales tax incentives from state](#)

[Northern California woman found dead at home was possibly killed by her 2 dogs](#)

[San Bernardino shooter's friend Enrique Marquez accused of fraud in \\$200-per-month marriage](#)

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A version of this article appeared in print on December 19, 2015, in the News section of the Los Angeles Times with the headline "Legal pot shops are a high-risk business to banks" — [Today's paper](#) | [Subscribe](#)

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

**RESOLUTION OF INTENTION TO INITIATE  
AN AMENDMENT TO CHAPTER 8.36 OF THE  
MENDOTA MUNICIPAL CODE RELATING  
TO THE ESTABLISHMENT AND OPERATION  
OF MEDICAL MARIJUANA DISPENSARIES,  
THE INDOOR AND OUTDOOR CULTIVATION  
OF MEDICAL MARIJUANA, AND THE DELIVERY  
OF MEDICAL MARIJUANA**

**RESOLUTION NO. 16-08**

**WHEREAS**, in 1996, the People of the State of California approved Proposition 215, the Compassionate Use Act, which exempted qualified patients and their primary caregivers from criminal liability for the possession and cultivation of marijuana for medical purposes; and

**WHEREAS**, in 2003, the California Legislature enacted additional regulations through the passage of Senate Bill 420, the Medical Marijuana Program Act, to establish and implement a program for voluntary registration of qualified patients and their primary caregivers through a statewide identification card; and

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

**WHEREAS**, the Act provides that, in accordance with the California Constitution and as expressly held by the California Supreme Court, local authority remains intact, and therefore the City may adopt ordinances to either regulate medical marijuana businesses or to prohibit such operations and related activities altogether; and

**WHEREAS**, the City Council takes legislative notice that the use, possession, cultivation, distribution and sale of marijuana remain illegal under the Controlled Substances Act ("CSA," 21 U.S.C. Section 841), and that federal courts have recognized that despite California laws, marijuana is deemed to have no accepted medical use and the federal government may properly enforce the CSA in California; and

**WHEREAS**, in light of the continuing conflict between state and federal law, the City must resolve for itself whether, as a land use matter, cultivation of medical marijuana, delivery of medical marijuana, medical marijuana dispensaries, and related activities should be permitted, regulated or prohibited; and

**WHEREAS**, the City Council concurs with the City of Mendota Police Department, the County of Fresno, and the Fresno County Sheriff, who have determined that medical marijuana cultivation poses a threat to the public peace, health and safety. Many medical marijuana grows have recently emerged in Fresno County, which are visible to the public, including children and youths. Some of these grows contain booby-trap devices that threaten severe bodily harm or death to those who attempt to access them. There is also a threat of violent crime due to the size, location, and monetary value of these mature medical marijuana grows; and

**WHEREAS**, marijuana plants, as they begin to flower and for a period of two months or more, produce a strong odor, offensive to many people, and detectable far beyond property boundaries if grown outdoors; and

**WHEREAS**, in the case of multiple qualified patients who are in control of the same legal parcel, or parcels, of property, or in the case of collective or cooperative cultivation, or in the case of a caregiver growing for numerous patients, a very large number of plants could be cultivated on the same legal parcel, or parcels, within the City; and

**WHEREAS**, the strong smell of marijuana creates an attractive nuisance, alerting persons to the location of the valuable plants, and creating a risk of burglary, robbery or armed robbery; and

**WHEREAS**, the indoor cultivation of marijuana has potential adverse effects to the structural integrity of the building, and the use of high wattage grow lights and excessive use of electricity increases the risk of fire which presents a clear and present danger to the building and its occupants; and

**WHEREAS**, the Attorney General's August 2008 Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use recognizes that the cultivation or other concentration of marijuana in any location or premises without adequate security increases the risk that nearby homes or businesses may be negatively impacted by nuisance activity such as loitering or crime; and

**WHEREAS**, based on the experiences of other cities, these negative effects on the public health, safety, and welfare are likely to occur, and continue to occur, in the City due to the establishment and operation of marijuana cultivation, processing and distribution activities; and

**WHEREAS**, based on the foregoing and other evidence, medical marijuana grows can create a nuisance that threatens the safety and property of nearby landowners and their families; and

**WHEREAS**, based on the foregoing concerns, following the passage of the Act, City Staff commenced a review of its existing ordinances relating to medical marijuana, which are located at Chapter 8.36 of the of the Mendota Municipal Code; and



**WHEREAS**, following its review of Chapter 8.36, the City has determined that it is in the City's best interest to consider the potential prohibition of (i) the cultivation of medical marijuana, (ii) the delivery of medical marijuana; and (ii) medical marijuana dispensaries within the City; and

**WHEREAS**, Section 17.08.040 of the Mendota Municipal Code provides the procedure for the enactment of amendments to the City's Zoning Code, which is located at Title 17 of the Mendota Municipal Code; and

**WHEREAS**, although the Chapter 8.36 is not located in Title 17, the regulation of certain aspects of medical marijuana, including cultivation and dispensaries, imposes potential regulations on land use, and therefore the City in an abundance of caution is employing the procedures set forth in Section 17.08.040 to consider an amendment to Chapter 8.36 of the Mendota Municipal Code; and

**WHEREAS**, Section 17.08.040(B) of the Mendota Municipal Code provides that "Amendments to this title may be initiated in the following manner . . . The council may propose an amendment by a resolution of intention"; and

**WHEREAS**, Section 17.08.040(B) of the Mendota Municipal Code provides that the secretary shall set a public hearing on any proposed amendments by the Planning Commission "no less than ten (10) days nor more than forty (40) days . . . after the adoption of a resolution of intention by the commission or the council."

**NOW, THEREFORE, BE IT RESOLVED** that the City Council for the City of Mendota hereby authorizes Staff to proceed with the preparation of a comprehensive update to Chapter 8.36 of the Mendota Municipal Code to (i) prohibit the cultivation or medical marijuana; (ii) prohibit the location of medical marijuana dispensaries within the City; (iii) prohibit the delivery of medical marijuana; (iv) clarify the City's enforcement of any violations of Chapter 8.36; and (v) provide any further amendments needed to clarify the regulation of medical marijuana within the City.

**BE IT FURTHER RESOLVED** that the Secretary shall schedule a public hearing before the Planning Commission on the proposed amendments to Chapter 8.36 of the Mendota Municipal Code no less than ten (10) days nor more than forty (40) days after the adoption of this resolution.

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Robert Silva, Mayor

ATTEST:

I, Matt Flood, 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 9<sup>th</sup> day of February, 2016, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Matt Flood, City Clerk

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** CHARLES W. JOHNSON, DIRECTOR OF ADMINISTRATIVE SERVICES  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** SECOND READING AND ADOPTION OF ORDINANCE NO. 16-01: ADOPTING CHAPTER 5.17 (CABLE TELEVISION FRANCHISE) AND ADDING CHAPTER 13.17 (CABLE VIDEO SERVICES AND FEES) OF THE MENDOTA MUNICIPAL CODE AND REPEALING ORDINANCE NO. 284 (ESTABLISHING A PROCEDURE FOR THE GRANTING OF FRANCHISES FOR BROADBAND AND TWO-WAY COMMUNICATION SYSTEMS)  
**DATE:** FEBRUARY 9, 2016

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**ISSUE**

Should the City Council adopt Ordinance No. 16-01?

**BACKGROUND**

On January 26, 2016, the City Council introduced and conducted the first reading of Ordinance No. 16-01 at a noticed Public Hearing to add Chapter 5.17 and Chapter 13.17 of the City of Mendota Municipal Code regulating State-issued cable television franchises and repealing Ordinance No. 284 due to it being obsolete.

The Legislature of the State of California has adopted the Digital Infrastructure and Video Competition Act of 2006 (DIVCA). DIVCA established a regulatory structure for the State's Public Utilities Commission to issue franchises to video service providers. DIVCA established that local entities are responsible for administration and implementation of certain provisions of issued cable television franchises. DIVCA requires that the City establish, by ordinance, financial support provisions for Public, Education and Government Access (PEG) channel facilities and City franchise fees. DIVCA requires that the City adopt a schedule of penalties for any material breach by a State video franchise holder violation of customer service and protection standards that the City is permitted to enforce.

To reiterate, this ordinance will help ensure that citizens of Mendota are provided with optimal cable television service by any franchise with the desire to conduct business within city limits and establish an efficient administrative process for city staff.

**RECOMMENDATION**

Staff recommends that the City Council adopt Ordinance No. 16-01 (Attached) pertaining to state video franchises on second reading by title only, and direct the City Clerk to publish the ordinance pursuant to G.C. 36933.

**FISCAL IMPACT**

Adoption of the ordinance will permit the City to seek franchise and PEG fees from cable television franchises which are approximately \$6,500 per fiscal quarter toward the General Fund.

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

**AN ORDINANCE OF THE CITY COUNCIL  
OF THE CITY OF MENDOTA ADOPTING  
CHAPTERS 5.17 AND 13.17 OF THE MENDOTA  
MUNICIPAL CODE (CABLE VIDEO SERVICES  
AND FEES), AND REPEALING ORDINANCE No. 284**

**ORDINANCE NO. 16-01**

**WHEREAS**, the provision of cable services are critical services for many Mendota residents and the public at large; and

**WHEREAS**, the City of Mendota Municipal Code standards are intended to maintain public health, safety, and quality of life for the City's residents; and

**WHEREAS**, since approximately 1981, the City of Mendota has been a member of the Westside Cities Cable Television Authority (the "Authority"), which regulated and imposed conditions to the award of franchises operations for cable television systems within the member cities; and

**WHEREAS**, the City of Mendota subsequently adopted Ordinance 284: "An Ordinance of the City of Mendota Establishing a Procedure for the Granting of Franchises for Broadband and Two-Way Communication Systems" ("Ordinance No. 284"); and

**WHEREAS**, the Authority was recently dissolved due to local agencies no longer having the authority to negotiate or issue franchises, and the establishment of Digital Infrastructure and Video Competition Act of 2006 (the "DIVCA"), which provides the state the exclusive authority to issue franchises to video service providers; and

**WHEREAS**, the DIVCA provides that local entities, such as the City of Mendota, maintain the responsibility for administration and implementation of certain provisions of DIVCA; and

**WHEREAS**, the DIVCA allows for the City to establish, by ordinance, provisions for franchise fees; for Public, Educational and Governmental (PEG) channel fees; enforcement of customer service standards; and other regulations that are not in conflict with DIVCA or other state law; and

**WHEREAS**, the City Council desires to repeal Ordinance No. 284, and add provisions of the City's Code pertaining to cable franchising maintain consistency with the DIVCA; and

**WHEREAS**, the proposed Ordinance was introduced at the last regularly scheduled Council meeting on January 26, 2016, and a public hearing was duly noticed and held by the Council.

**NOW THEREFORE**, the City Council of the City of Mendota ordains as follows:

Section 1. Chapter 5.17 ADDED. Chapter 5.17 (Cable Television Franchise) is hereby added to Title 5 (Business Licenses and Regulations) of the Mendota Municipal Code and adopted to read as follows:

### **5.17 Cable Television Franchise**

#### **Sections:**

- 5.17.010 Intent.
- 5.17.020 Definitions.
- 5.17.030 Grant of Franchise
- 5.17.040 Regulation of Franchise
- 5.17.050 Design and Construction Requirements
- 5.17.060 Reports
- 5.17.070 System Evaluation
- 5.17.080 Franchise Breaches
- 5.17.090 Miscellaneous Provisions

#### **5.17.010- Intent.**

- A. The City of Mendota, pursuant to applicable Federal and State law, is authorized to grant one or more non-exclusive franchises to construct, operate, maintain and reconstruct cable television systems within the city limits.
- B. The city council finds that the development of cable television and communications systems has the potential of having great benefit and impact upon the residents of Mendota. Because of the complex and rapidly changing technology associated with cable television, the city council further finds that the public convenience, safety and general welfare can best be served by establishing regulatory powers which should be vested in the city or such persons as the city may designate. It is the intent of this chapter and subsequent amendments to provide for and specify the means to attain the best possible cable television service to the public, and any franchises issued pursuant to this chapter shall be deemed to include this as an integral finding thereof.

#### **5.17.020- Definitions.**

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meaning given herein. Words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. Words not defined shall be given their common and ordinary meaning.

"Basic cable service" means any service tier which includes the retransmission of local television broadcast signals.

"Cable television system" or "system," also referred to as "cable communications system" or "cable system," means a facility within the city consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include:

- A. A facility that serves only to transmit television signals of one or more television broadcast stations;
- B. A facility that serves only subscribers in one or more multiple unit dwellings under common ownership, control, or management, unless such facility uses any public rights-of-way;
- C. A facility of a common carrier, except that such facility shall be considered a cable system to the extent such facility is used in the transmission of video programming directly to subscribers; or
- D. Any facilities of any electric utility used solely for operating its electric utility system.

"Cable service" means the total of the following:

- A. The one-way transmission to subscribers of video programming or other programming service; and
- B. Subscriber interaction, if any, which is required for the selection of such video programming or other programming service.

"Channel" or "cable channel" means a portion of the electromagnetic frequency spectrum which is used in a cable system which is capable of delivering a television channel as defined by the Federal Communications Commission.

"Council" means the city council of the City of Mendota.

"Franchise" means an initial authorization, or renewal thereof, issued by the City Council, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, agreement, or otherwise, which authorizes the construction or operation of a cable system.

"Franchise agreement" means a franchise grant ordinance or a contractual agreement, containing the specific provisions of the franchise granted, including references, specifications, requirements and other related matters.

"Franchise fee" means any fee or assessment of any kind imposed by a franchising authority on a grantee as compensation for the grantee's use of the public rights-of-way. The term "franchise fee" does not include:

- A. Any tax, fee or assessment of general applicability (including any such tax, fee, or assessment imposed on both utilities and cable operators or their services, but not including a tax, fee or assessment which is unduly discriminatory against cable operators or cable subscribers);
- B. Capital costs which are required by the franchise to be incurred by grantee for public, educational, or governmental access facilities;
- C. Requirements or charges incidental to the awarding, including payments for bonds, security funds, letters of credit, insurance, indemnification, penalties, or liquidated damages; or
- D. Any fee imposed under Title 17, United States Code.

"Grantee" means any "person" receiving a franchise pursuant to this chapter and under the granting franchise ordinance or agreement, and its lawful successor, transferee or assignee.

"Grantor" or "city" means the city of Mendota as represented by the Council or any delegate acting within the scope of its jurisdiction.

"Gross annual revenues" means the annual gross revenues received by a grantee from all sources of operations of the cable television system within the city utilizing the public streets and rights-of-way for which a franchise is required in order to deliver such cable service, excluding refundable deposits, rebates or credits, except that any sales, excise or other taxes or charges collected for direct pass-through to local, state or federal government, other than the franchise fee, shall not be included.

"Initial service area" means the area of the city which will receive service initially, as set forth in any franchise agreement.

"Installation" means the connection of the system to subscribers' terminals, and the provision of service.

"Person" means an individual, partnership, association, joint stock company, trust, corporation or governmental entity.

"Public, educational or government access facilities" or "PEG access facilities" means the total of the following:

- A. Channel capacity designated for noncommercial public, educational, or government use; and
- B. Facilities and equipment for the use of such channel capacity.

"Section" means any section, subsection or provision of this chapter.

"Service area" or "franchise area" means the entire geographic area within the city as it is now constituted or may in the future be constituted, unless otherwise specified in the franchise granting ordinance or agreement.

"Service tier" means a category of cable service or other services provided by a grantee and for which a separate rate is charged by the grantee.

"State" means the state of California.

"Street" means each of the following, which have been dedicated to the public or are hereafter dedicated to the public and maintained under public authority or by others and located within the city limits: streets, roadways, highways, avenues, lanes, alleys, sidewalks, easements, rights-of-way and similar public property and areas that the grantor shall permit to be included within the definition of street from time to time.

"Subscriber" means any person who or which elects to subscribe to, for any purpose, a service provided by the grantee by means of or in connection with the cable system, and who pays the charges therefor.

#### **5.17.030- Grant of Franchise.**

A. Grant. A franchise granted by the city under the provisions of this chapter shall encompass the following purposes:

1. To engage in the business of providing cable television service, and such other services as may be permitted by law, which grantee chooses to provide, to subscribers within the designated service area.
2. To erect, install, construct, repair, rebuild, reconstruct, replace, maintain, and retain, cable lines, related electronic equipment, supporting structures, appurtenances, and other property in connection with the operation of the cable system in, on, over, under, upon, along and across streets or other public places within the designated service area.



3. To maintain and operate said franchise properties for the origination, reception, transmission, amplification, and distribution of television and radio signals and for the delivery of cable services, and such other services as may be permitted by law.
  4. To set forth the obligations of a grantee under the franchise.
- B. Franchise Required. It shall be unlawful for any person to construct, install or operate a cable television system in the city within any public street without a properly granted franchise awarded pursuant to the provisions of this chapter.
  - C. Term of Franchise. A franchise granted hereunder shall be for a term established in the franchise agreement, commencing on the grantor's adoption of an ordinance or resolution authorizing the franchise.
  - D. Franchise Renewal. A franchise granted hereunder may be renewed upon application by the grantee pursuant to the provisions of applicable state and federal law and of this chapter.
  - E. Franchise Territory. Any franchise shall be valid within all the territorial limits of the city, and within any area added to the city during the term of the franchise, unless otherwise specified in the franchise granting ordinance or agreement.
  - F. Federal or State Jurisdiction. This chapter shall be construed in a manner consistent with all applicable federal and state laws, and shall apply to all franchises granted or renewed after the effective date of this chapter to the extent permitted by applicable law.
  - G. Franchise Non-Transferable.
    1. Grantee shall not sell, transfer, lease, assign, sublet or dispose of, in whole or in part, either by forced or involuntary sale, or by ordinary sale, contract, consolidation or otherwise, the franchise or any of the rights or privileges therein granted, without the prior consent of the council and then only upon such terms and conditions as may be prescribed by the council, which consent shall not be unreasonably denied or delayed; provided that such consent shall not be required for transactions between any parent, subsidiary or commonly owned entities. Any attempt to sell, transfer, lease, assign or otherwise dispose of the franchise without the consent of the council shall be null and void. The granting of a security interest in any grantee assets, or any mortgage or other hypothecation, shall not be considered a transfer for the purposes of this section.
    2. The requirements of subsection (1) shall apply to any change of control of grantee. The word "control" as used herein is not limited to major stockholder or partnership interests, but includes actual working control in whatever manner exercised. The acquisition or accumulation by any person or group of persons holding forty percent (40%) of the voting shares or interests in grantee or any person which controls grantee shall be presumed to constitute a change of control of grantee, but grantee shall be entitled to rebut such presumption.
    3. Grantee shall notify grantor in writing of any foreclosure or any other judicial sale of all or a substantial part of the franchise property of the grantee. Such notification shall be considered by grantor as notice that a change in control of ownership of the franchise has taken place and the provisions under this section governing the consent of grantor to such change in control of ownership shall apply.
    4. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, grantor may inquire into the qualifications of the prospective transferee or controlling party, and grantee shall assist grantor in such inquiry. In seeking grantor's consent to any change of ownership or control, grantee shall have

the responsibility of insuring that the transferee completes any required application identical or substantially similar to FCC Form 394 "Application for Franchise Authority Consent to Assignment of Control of Cable Television Franchise", or any successor form. An application shall be submitted to grantor not less than sixty (60) days prior to the date of transfer. The transferee shall be required to establish that it possesses the qualifications and financial and technical capability to operate and maintain the system and comply with all franchise requirements for the remainder of the term of the franchise. If the legal, financial, character and technical qualifications of the applicant are satisfactory, the grantor shall consent to the transfer of the franchise. The consent of the grantor to such transfer shall not be unreasonably denied or delayed.

5. Any financial institution having a pledge of the grantee or its assets for the advancement of money for the construction and/or operation of the franchise shall have the right to notify the grantor that it or its designee satisfactory to the grantor shall take control of and operate the cable television system, in the event of a grantee default of its financial obligations. Further, said financial institution shall also submit a plan for such operation within thirty (30) days of assuming such control that will insure continued service and compliance with all franchise requirements during the term the financial institution exercises control over the system. The financial institution shall not exercise control over the system for a period exceeding one year unless extended by the grantor in its discretion, and during said period of time it shall have the right to petition the grantor to transfer the franchise to another grantee.
6. At the time of application, grantee shall pay grantor an application fee to cover grantor's reasonable out-of-pocket processing and review expenses in connection with the transfer of the franchise or of control of the franchise, not to exceed one thousand five hundred dollars (\$1,500.00). Any such application fee shall not be charged against any franchise fee due to grantor during the term of the franchise.

#### H. Geographical Coverage.

1. Grantee shall design, construct and maintain the cable television system to have the capability to pass every dwelling unit within the public streets and rights-of-way in the city, subject to any service area and line extension requirements of the franchise agreement.
2. After service has been established by activating trunk and/or distribution cables for any service area, grantee shall provide service to any requesting subscriber within that service area within thirty (30) days from the date of request, provided that the grantee is able to secure all rights-of-way necessary to extend service to such subscriber within such thirty (30) day period on reasonable terms and conditions.

#### I. Nonexclusive Franchise.

Any franchise granted shall be nonexclusive. The grantor specifically reserves the right to grant, at any time, such additional franchises for a cable television system or any component thereof, as it deems appropriate, subject to applicable state and federal law, provided that if the grantor grants an additional franchise on terms more favorable to the second grantee (whether by the grant of greater benefits or the imposition of lesser obligations), then the initial grantee shall have the right to renegotiate its franchise to incorporate the more favorable terms.

J. Multiple Franchises.

1. Grantor may grant any number of franchises subject to applicable state or federal law. Grantor may limit the number of franchises granted, based upon, but not necessarily limited to, the requirements of applicable law and specific local considerations, such as:
  - a. The capacity of the public rights-of-way to accommodate multiple cables in addition to the cables, conduits and pipes of the utility systems, such as electrical power, telephone, gas and sewerage.
  - b. The benefits that may accrue to cable subscribers as a result of cable system competition, such as lower rates and improved service.
  - c. The disadvantages that may result from cable system competition, such as the requirement for multiple pedestals on residents' property, and the disruption arising from numerous excavations of the rights-of-way.
2. Each grantee awarded a franchise to serve the entire city shall offer service to all residences in the city, in accordance with construction and service schedules mutually agreed upon between grantor and grantee, line extension policies, and applicable law.
3. Developers of new residential housing with underground utilities shall provide conduit to accommodate cables for at least two cable systems.
4. Grantor may require that any new grantee be responsible for its own underground trenching and the costs associated therewith, if, in grantor's opinion, the rights-of-way in any particular area cannot feasibly and reasonably accommodate additional cables.

**5.17.040- Regulation of Franchise.**

- A. Franchise Application. Any person desiring an initial franchise for a cable television system shall file an application with the city. A reasonable nonrefundable application fee established by the city shall accompany the application to cover all costs associated with processing and reviewing the application, including without limitation costs of administrative review, financial, legal and technical evaluation of the applicant, consultants (including technical and legal experts and all costs incurred by such experts), notice and publication requirements with respect to the consideration of the application and document preparation expenses. In the event such costs exceed the application fee, the selected applicant(s) shall pay the difference to the city within thirty (30) days following receipt of an itemized statement of such costs.
- B. Applications Contents. An application for an initial franchise for a cable television system shall contain, where applicable:
  1. A statement as to the proposed franchise and service area;
  2. A resume of prior history of the applicant, including the expertise of applicant in the cable television field;
  3. A list of the partners, general and limited, of the applicant, if a partnership, or of those owning or controlling over five percent of the stock, if a corporation;
  4. A list of officers, directors and managing employees of the applicant, together with a description of the background of each such person;

5. The names and addresses of any parent or subsidiary of the applicant or any other business entity owning or controlling the applicant in whole or in part, or owned or controlled in whole or in part by the applicant;
  6. A current financial statement of the applicant verified by a certified public accountant audit or otherwise certified to be true, complete and correct to the reasonable satisfaction of the city;
  7. A proposed construction and service schedule; and
  8. Any reasonable additional information that the city deems applicable.
- C. Consideration of Applications.
1. Upon receipt of any application for an initial franchise, the City Manager shall prepare a report and make recommendations respecting such application to the City Council.
  2. A public hearing shall be set prior to any initial franchise grant, at a time and date approved by the council. Within thirty (30) days after the close of the hearing, the council shall make a decision based upon the evidence received at the hearing as to whether or not the franchise(s) should be granted, and, if granted, subject to what conditions. The council may grant one or more franchises, or may decline to grant any franchise.
- D. Franchise Renewal. Franchise renewals shall be in accordance with applicable law. Grantor and grantee, by mutual consent, may enter into renewal negotiations at any time during the term of the franchise. If mutually agreed to in a franchise renewal agreement, grantee shall reimburse grantor for costs incidental to the franchise renewal award, not to exceed any maximum specified in the agreement. Any such reimbursement shall not be charged against any franchise fee due to the grantor during the term of the franchise.
- E. Minimum Consumer Protection and Service Standards.
1. Except as otherwise provided in the franchise agreement, grantee shall maintain a local area office (not necessarily within the city limits) to provide the necessary facilities, equipment and personnel to comply with the following consumer protection and service standards under normal conditions of operation:
    - a. Knowledgeable, qualified company representatives will be available to respond to customer telephone inquiries Monday through Friday during normal business hours.
    - b. Sufficient toll-free telephone line capacity during normal business hours to assure, on average, that a minimum of ninety (90) percent of all calls, measured on a quarterly basis, will be answered within thirty (30) seconds, including wait time and time required to transfer the call; emergency telephone line capacity on a twenty-four (24) hour basis, including weekends and holidays.
    - c. Under normal operating conditions, the customer will receive a busy signal less than three percent of the total time that the cable office is open for business.
    - d. If grantee utilizes an automated answering and distributing equipment, such equipment will limit the number of routine rings to four or fewer. If grantee does not utilize automated equipment, grantee shall make every effort to answer incoming calls as promptly as the automated systems.

- e. A local area bill payment location open during normal business hours nine a.m. to five p.m., Monday to Friday, excluding holidays and at least three weekend hours each week which is adequately staffed to accept subscriber payments.
- f. Consumer Information. At the time service is initiated, each new customer will be provided written information covering:
  - i. Products and cable service offered.
  - ii. Prices and options for programming services and conditions of subscription to programming and other cable service.
  - iii. Installation and service maintenance policies.
  - iv. Instructions on how to use the cable service.
  - v. A channel lineup card.
  - vi. The time allowed to pay outstanding bills.
  - vii. Grounds for termination of service.
  - viii. The steps grantee must take before terminating service.
  - ix. How the customer can resolve billing disputes.
  - x. The steps necessary to have service reconnected after involuntary termination.
  - xi. The fact that customers shall have the right to speak with a supervisor, and if none is available, the supervisor shall return the customer's call within one working day.
  - xii. The appropriate regulatory authority with whom to register a complaint and how to contact such authority.
- g. Requests for cable service and repairs.
  - i. Grantee shall render efficient service, make repairs promptly, and interrupt service only for good cause and for the shortest time possible. Scheduled interruptions exceeding four hours between midnight and six a.m. and exceeding one hour between six a.m. and midnight shall be preceded by notice over the cable system to customers in the affected area. To the extent that grantee can control them, scheduled interruptions shall occur during a period of minimum system use, preferably between midnight and six a.m.
  - ii. Grantee shall maintain a repair force of technicians capable of responding to subscriber requests for service within the following time frames under normal operating conditions no less than ninety-five (95) percent of the time measured on a quarterly basis:
    - (A) Installation. An installation staff capable of installing service to any residential subscriber within seven business days after receipt of a request, in all areas where coaxial feeder cable has been activated within one-hundred fifty (150) feet of the residence, provided that grantee is able to secure all rights-of-way necessary to extend service to such subscriber on reasonable terms and conditions within such seven-day period.

- (B) Outages. Grantee will respond to service interruptions promptly and in no event later than twenty-four (24) consecutive hours after becoming aware of such interruption. Other service problems will be responded to within thirty-six (36) consecutive hours during the normal work week.
- (C) Inferior Reception Quality. Grantee will respond within thirty-six (36) consecutive hours during the normal work week of receiving a request for service identifying a problem concerning picture or sound quality.
- iii. Grantee shall schedule, within a specified four-hour time period, appointments with subscribers for installation or service. Specifying appointments as either "morning" or "afternoon" shall be deemed to comply with this requirement. The obligation of grantee to specify installation or service appointments within a designated four-hour time period shall be consistent with grantee's scheduling calendar, such that when available morning and afternoon appointments have been scheduled, additional subscribers requesting installation or service on such days may be advised that grantee's service personnel may arrive at any point during the business day, the subscriber may request grantee to make an appointment for morning or afternoon service on the next business day in which such appointments are available.
- iv. Grantee shall be deemed to have responded to a request for service under provisions of this subsection when a service representative arrives at the service location and begins work on the problem. If an appointment was scheduled per subsection (g)(iii), or an appointment was not scheduled, and a subscriber is not home when a service representative arrives (within the appointment window if one was scheduled), response shall be deemed to have taken place if the representative leaves written notification of arrival.
- v. The term "normal operating conditions" as used in this chapter means those service conditions which are within the control of grantee. Those conditions which are not within grantee's control include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are within grantee's control include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

#### F. Complaint Procedures.

1. Grantee shall establish written procedures for receiving, acting upon and resolving subscriber complaints without intervention by the grantor. The written procedures shall prescribe the manner in which a subscriber may submit a complaint either orally or in writing specifying the subscriber's grounds for dissatisfaction. Grantee shall file a copy of these procedures with grantor.
2. Grantor shall have the right to review grantee's response to subscriber complaints in order to determine grantee's compliance with the franchise requirements, subject to the subscriber's right to privacy.

#### G. Continuity of Service.

1. It shall be the right of all subscribers to continue receiving service insofar as their financial and other obligations to the grantee are honored. In the event that the grantee elects to rebuild, modify, or sell the system, or the grantor gives notice of intent to

terminate or not to renew the franchise, the grantee shall act so as to ensure that all subscribers receive service so long as the franchise remains in force.

2. In the event of a change of control of grantee, or in the event a new operator acquires the system; the original grantee shall cooperate with the grantor, new grantee or operator in maintaining continuity of service to all subscribers. During such period, grantee shall be entitled to the revenues for any period during which it operates the system.
  3. Except as reasonably necessary for system maintenance, construction, rebuild, or upgrade activity, grantee shall not intentionally terminate the ongoing operation of the cable system so as to deny cable service to its subscribers. Because the provision of cable service to subscribers is a unique service, money damages would not be a sufficient remedy for violation of this subsection (G). Grantor shall be entitled to equitable relief, including injunctive relief and specific performance, as a remedy for violation of this subsection (G). Such remedy shall not be deemed to be the exclusive remedy, but shall be in addition to any other remedy provided for in this chapter or the franchise agreement or at law or in equity.
- H. Identification. All officers, agents or employees of grantee or its contractors or subcontractors who, in the normal course of work come into contact with members of the public or who require entry onto subscribers' premises shall carry a photo-identification card in a form reasonably approved by grantor. Grantee shall account for all identification cards at all times. Every vehicle of the grantee or its major subcontractors shall be clearly identified as working for grantee.
- I. Additional Service Standards. Additional service standards and standards governing consumer protection and response by grantee to subscriber complaints not otherwise provided for in this chapter may be established in the franchise agreement, and grantee shall comply with such standards in the operations of the cable television system. A verified and continuing pattern of noncompliance may be deemed a material breach of the franchise, provided that grantee shall receive due process, including written notification and an opportunity to cure, prior to any sanction being imposed.
- J. Franchise Fee.
1. Following the issuance and acceptance of the franchise, the grantee shall pay to the grantor a franchise fee in the amount set forth in the franchise agreement.
  2. The grantor, on an annual basis, shall be furnished a statement within sixty (60) days of the close of the calendar year, either audited and certified by an independent certified public accountant or certified by an officer of the grantee, reflecting the total amounts of gross receipts and all payments, deductions and computations for the period covered by the payment. Upon thirty (30) days prior written notice, grantor shall have the right to conduct an independent audit of grantee's records, in accordance with Generally Accepted Accounting Procedures, and if such audit indicates a franchise fee underpayment of two percent or more, grantee shall pay such underpayment to grantor within fifteen (15) calendar days and shall assume all reasonable costs of such an audit.
  3. Except as otherwise provided by law, no acceptance of any payment by the grantor shall be construed as a release or as an accord and satisfaction of any claim the grantor may have for further or additional sums payable as a franchise fee under this chapter or for the performance of any other obligation of the grantee.

4. In the event that any franchise payment or recomputed amount is not made on or before the dates specified in the franchise agreement, grantee shall pay as additional compensation:
  - a. An interest charge, computed from such due date, at an annual rate equal to the prime lending rate of First Interstate Bank or any other bank as adopted by resolution of the city council, plus one percent during the period for which payment was due; and
  - b. If the payment is late by forty-five (45) days or more, a sum of money equal to five percent of the amount due in order to defray those additional expenses and costs incurred by the grantor by reason of delinquent payment.
5. Franchise fee payments shall be made in accordance with the schedule indicated in the franchise agreement.

K. Security Fund.

1. Grantor may require grantee to provide a security fund in an amount and form established in the franchise agreement or a guarantee by a corporate parent. The amount of any security fund shall be established based on the extent of the grantee's obligations under the terms of the franchise.
2. The security fund or guarantee shall be available to grantor to satisfy all claims, liens and/or fees due grantor from grantee which arise by reason of construction, operation, or maintenance of the system, and to satisfy any actual or liquidated damages arising out of a franchise breach, subject to the procedures and amounts designated in the franchise agreement.
3. If the security fund is drawn upon by grantor in accordance with the procedures established in this chapter and the franchise agreement, grantee shall cause the security fund to be replenished to the original amount no later than thirty (30) days after each withdrawal by grantor. Failure to replenish the security fund shall be deemed a material breach of the franchise.

L. Hold Harmless. Grantee shall indemnify, defend and hold grantor, its officers, agents and employees harmless from any liability, claims, damages, costs or expenses, and as provided in the franchise agreement.

M. Insurance. On or before commencement of franchise operations, the grantee shall obtain policies of liability, workers' compensation and property insurance from appropriately qualified insurance companies. The nature and extent of the grantee's minimum obligations shall be specified in the franchise agreement.

N. Records Required and Grantor's Right to Inspect.

1. Grantee shall at all times maintain:
  - a. A record of all service calls and interruptions or degradation of service experienced for the preceding two years, provided that such complaints result in or require a service call, subject to the subscriber's right of privacy.
  - b. A full and complete set of plans, records and "as-built" maps showing the locations of the cable television system installed or in use in the city, exclusive of subscriber service drops and equipment provided in subscriber's homes.
  - c. If requested by grantor, a summary of service calls, identifying the number, general nature and disposition of such calls, on a quarterly basis. A summary of



such service calls shall be submitted to the grantor within thirty (30) days following any grantor request, in a form reasonably acceptable to the grantor.

2. The grantor may impose reasonable requests for additional information, records and documents from time to time, provided they reasonably relate to the scope of the city's rights under this chapter or the grantee's franchise agreement.
3. Upon reasonable notice, and during normal business hours, grantee shall permit examination by any duly authorized representative of the grantor of all franchise property and facilities, together with any appurtenant property and facilities of grantee situated within or without the city, and all records relating to the franchise, provided they are necessary to enable the grantor to carry out its regulatory responsibilities under this chapter or the franchise agreement. Grantee shall have the right to be present at any such examination.

#### **5.17.050- Design and Construction Requirements.**

- A. Grantee shall not construct any cable system facilities until grantee has secured the necessary permits from grantor, or other cognizant public agencies.
- B. In those areas of the city where transmission lines or distribution facilities of the public utilities providing telephone and electric power service are underground, the grantee likewise shall construct, operate and maintain its transmission and distribution facilities therein underground.
- C. In those areas of the city where the grantee's cables are located on the above-ground transmission or distribution facilities of the public utility providing telephone or electric power service, and in the event that the facilities of both such public utilities subsequently are placed underground, then the grantee likewise shall reconstruct, operate and maintain its transmission and distribution facilities underground, at grantee's cost. Certain of grantee's equipment, such as pedestals, amplifiers and power supplies, which normally are placed above ground, may continue to remain in above-ground enclosures, unless otherwise provided in the franchise agreement.
- D. Any changes in or extensions of any poles, anchors, wires, cables, conduits, vaults, laterals or other fixtures and equipment (herein referred to as "structures"), or the construction of any additional structures, in, upon, along, across, under or over the streets, alleys and public ways shall be made under the direction of grantor's city engineer or a designee, who shall, if the proposed change, extension or construction conforms to the provisions hereof, issue written permits therefor. The height above public thoroughfares of all aerial wires shall conform to the requirements of the California Public Utilities Commission or other regulatory body having jurisdiction thereof.
  1. All transmission and distribution structures, lines and equipment erected by the grantee shall be located so as not to interfere with the proper use of streets, alleys and other public ways and places, and to cause minimum interference with the rights or reasonable convenience of property owners who adjoin any of the said streets, alleys or other public ways and places, and not to interfere with existing public utility installations.
  2. In the event that any property or improvement of the grantor in the public rights-of-way is disturbed or damaged by the grantee or any of its contractors, agents or employees in connection with undertaking any and all work pursuant to the right granted to the grantee pursuant to this chapter, the grantee shall promptly, at the grantee's sole cost and expense, restore as nearly as practicable to their former condition said property or

improvement which was so disturbed or damaged, and in the event that any such property or improvement shall at any later time become uneven, unsettled or otherwise require restoration, repair or replacement because of such disturbance or damage by the grantee, then the grantee, as soon as reasonably possible, shall, promptly upon receipt of notice from the grantor and at the grantee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. Any such restoration by the grantee shall be made in accordance with such materials and specifications as may, from time to time, be then provided for by grantor ordinance.

3. Prior to commencing any work in the public rights-of-way, the grantee shall obtain any and all permits lawfully required by such grantor codes and ordinances of general application for such work. In the event that emergency work may be required by the grantee, however, the grantee shall obtain any and all such permits within three working days after the beginning of such emergency work.
  4. There shall be no unreasonable or unnecessary obstruction of the public rights-of-way by the grantee in connection with any of the work herein provided for, and the grantee shall maintain such barriers, signs and warning signals during any such work performed on or about the public rights-of-way or adjacent thereto as may be necessary to reasonably avoid injury or damage to life and property.
  5. If at any time during the period of this franchise the grantor shall lawfully elect to alter or change the grade or location of any street, alley or other public rights-of-way, the grantee shall, upon reasonable notice by the grantor, remove, relay and relocate its poles, wires, cables, underground conduits, manholes and other fixtures at its own expense, and in each instance comply with the requirements of the grantor.
  6. The grantee shall not place poles, conduits or other fixtures above or below ground where the same will interfere with any gas, electric, telephone fixtures, water hydrants or other utility, and all such poles, conduits or other fixtures placed in any street shall be so placed as to comply with all ordinances of the grantor.
  7. The grantee may be required by the grantor to permit joint use of its poles, conduits and appurtenances located in the streets, alleys or other public rights-of-way, by utilities insofar as such joint use may be reasonably practicable and upon payment of reasonable rental therefore; provided that in the absence of agreement regarding such joint use, the city council shall provide for arbitration of the terms and conditions of such joint use and the compensation to be paid therefrom, which award shall be final.
  8. The grantee shall, on request of any person holding a moving permit issued by the grantor, temporarily move its wires or fixtures to permit the moving of buildings, the expense of such temporary removal to be paid by the person requesting the same. The grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary changes, and may require payment in advance.
  9. The grantee shall have the authority, except when in conflict with existing grantor ordinances, to trim any trees upon and overhanging the streets, alleys, sidewalks and public places so as to prevent the branches of such trees from coming in contact with the wires and cables of the grantee, except that at the option of the grantor, such trimming may be done by grantor, or under grantor's supervision and direction.
- E. In new residential developments in which the electric power and telephone utilities are underground, the following procedure shall apply with respect to access to and utilization of underground easements.

1. The developer shall be responsible for contacting and surveying all franchised cable operators to ascertain which operators desire to provide cable television service to that development. The developer may establish a reasonable deadline to receive cable operator responses. The final development map shall indicate the cable operators that have agreed to serve the development.
2. If one or two cable operators wish to provide service, they shall be accommodated in the joint utilities trench on a nondiscriminatory shared cost basis. If fewer than two operators indicate interest, the developer shall provide conduit to accommodate two sets of cable television cables and dedicate to the city any initially unoccupied conduit. The developer shall be entitled to recover the costs of such initially unoccupied conduit in the event that grantor subsequently leases or sells occupancy or use rights to any grantee.
3. The developer shall provide at least ten (10) working days notice of the date that utility trenches will be open to the cable operators that have agreed to serve the development. When the trenches are open, cable operators shall have two working days to begin the installation of their cables, and five working days after beginning installation to complete installation.
4. The final development map shall not be approved until the developer submits evidence that:
  - a. It has notified each grantee that underground utility trenches are to be open as of an estimated date, and that each grantee will be allowed access to such trenches, including trenches from proposed streets to individual homes or home sites, on specified nondiscriminatory terms and conditions; and
  - b. It has received a written notification from each grantee that the grantee intends to install its facilities during the open trench period on the specified terms and conditions, or such other terms and conditions as are mutually agreeable to the developer and the grantee, or has received no reply from a grantee within ten (10) days after its notification to such grantee, in which case the grantee will be deemed to have waived its opportunity to install its facilities during the open trench period.
5. Sharing the joint utilities trench shall be subject to compliance with state regulatory agency and utility standards. If such compliance is not possible, the developer shall provide a separate trench for the cable television cables, with the entire cost shared among the developer and participating operators. With the concurrence of the developer, the affected utilities and the cable operators, alternative installation procedures, such as the use of deeper trenches, may be utilized, subject to applicable law.
6. Any cable operator wishing to serve an area where the trenches have been closed shall be responsible for its own trenching and associated costs.
7. In the event that more than one franchise is awarded, the city reserves the right to limit the number of drop cables per residence, or to require that the drop cable(s) be utilized only by the cable operator selected by the resident to provide service.
8. The city reserves the right to grant an encroachment permit to a cable franchisee applicant to install conduit and/or cable in anticipation of the granting of a franchise. Such installations shall be at the applicant's risk, with no recourse against the city in the event the pending franchise application is not granted. The city may require an

applicant to provide a separate trench for its conduit and/or cable, at the applicant's cost. The construction of such separate trench, if provided, shall be coordinated with, and subject to, the developer's overall construction schedule.

F. Technical Standards.

1. The grantee shall construct, install, operate and maintain its system in a manner consistent with all applicable laws, ordinances, construction standards, governmental requirements, FCC technical standards, and any detailed standards set forth in its franchise agreement. In addition, the grantee shall provide to the grantor, upon request, a written report of the results of the grantee's periodic proof of performance tests conducted pursuant to FCC and franchise standards and guidelines. The written report shall be provided to grantor at the same time that grantee files the report with the FCC.
2. Repeated and verified failure to maintain specified technical standards shall constitute a material breach of the franchise. For purposes of this paragraph (2), the term "repeated" shall mean failure to maintain any specified technical standard(s) three or more times in any consecutive twelve (12) month period where such failure causes a substantial adverse effect on the provision of cable service through grantee's cable system. Also for purposes of this paragraph (2), the term "verified" shall mean verified by the council or its designated representative.

**5.17.060- Reports.**

- A. Annual Reports. Within ninety (90) days after the end of the calendar year, unless grantor agrees that submission only upon request will be satisfactory, grantee shall submit a written annual report to grantor, with respect to the preceding calendar year in a form reasonably approved by grantor, including, but not limited to, the following information:
1. A summary of the previous year's (or in the case of the initial reporting year, the initial year's) activities in development of the cable system, including but not limited to, services begun or discontinued during the reporting year;
  2. A list of grantee's officers, members of its board of directors, and other principals of grantee;
  3. A list of stockholders of record or other equity investors holding ten (10) percent or more of the voting interest in grantee;
  4. An indication of any residences in grantee's service area where service is not available, and a schedule for providing service;
  5. Information as to the number of homes passed, subscribers, additional television outlets, and the number of basic and pay subscribers; and
  6. Any other information relevant to franchise regulation which the grantor shall reasonably request, and which is relevant to its regulatory responsibilities.
- B. Copies of Federal and State Communications.
1. Upon specific request, grantee shall submit to grantor copies of all pleadings, applications and reports submitted by grantee to, as well as copies of all decisions, correspondence and actions by, any federal, state or local court or regulatory agency, which are non-routine in nature and which will materially affect its cable television operations within the franchise area. Information otherwise confidential by law and so designated by grantee, which is submitted to grantor, shall be retained in confidence by

grantor and its authorized agents and shall not be made available for public inspection. In the event of legal challenge to grantor's withholding of any such information, grantee shall be responsible for defending against such challenge and shall indemnify grantor against any cost, expenses (including attorney's fees), losses, judgments or liabilities in connection therewith.

2. Notwithstanding the foregoing, grantee shall have no obligation to provide copies of documents to grantor which contain trade secrets of grantee or which are otherwise of a confidential or proprietary nature to grantee unless it receives satisfactory assurances from grantor that such information can and will be held in strictest confidence by the grantor. To the extent possible, grantee will provide grantor with summaries of any required documents or copies thereof with trade secrets and proprietary matters deleted therefrom. The burden of proof shall be on grantee to establish the confidential nature of any information submitted, to the reasonable satisfaction of the grantor.
- C. Public Reports. If grantee is publicly held, a copy of each grantee's annual and other periodic reports and those of its parent, shall be submitted to grantor within forty-five (45) days of its issuance.
- D. Complaint Report and Opinion Survey. Upon request of the grantor, but not more than once annually, the grantee shall conduct a subscriber satisfaction survey pertaining to quality of service, which may be transmitted to subscribers in grantee's invoice for cable services. The results of such survey shall be provided to the grantor on a timely basis. The cost of such survey shall be borne by the grantee.
- E. Privacy Report. Upon grantor's request, but no more than annually, grantee shall submit to grantor a report indicating the degree of compliance with the provisions contained in this section herein and all steps taken to assure that the privacy rights of individuals have been protected.
- F. Reports—General.
1. All reports required under this chapter, except those required by law to be kept confidential, shall be available for public inspection in the grantor's offices during normal business hours.
  2. All reports and records required under this chapter shall be furnished at the sole expense of grantee, except as otherwise provided in this chapter or the franchise agreement.
  3. The willful refusal, failure, or neglect of grantee to file any of the reports required as and when due under this chapter, may be deemed a material breach of the franchise agreement if such reports are not provided to grantor within thirty (30) days after written request therefore, and may subject the grantee to all remedies, legal or equitable, which are available to grantor under the franchise or otherwise.
  4. Any materially false or misleading statement or representation made knowingly and willfully by the grantee in any report required under this chapter or under the franchise agreement may be deemed a material breach of the franchise and may subject grantee to all remedies, legal or equitable, which are available to grantor under the franchise or otherwise.

#### **5.17.070- System Evaluation.**

- A. Annual Review of System Performance. Each year throughout the term of the franchise, if requested by the grantor, grantor and grantee shall meet publicly to review system performance and quality of service. The various reports required pursuant to this chapter, results of technical performance tests, the record of subscriber complaints and grantee's response to complaints, and the information acquired in any subscriber surveys, shall be utilized as the basis for review. In addition, any subscriber may submit comments or complaints during the review meetings, either orally or in writing, and these shall be considered. Within thirty (30) days after the conclusion of a system performance review meeting, grantor may issue findings with respect to the cable system's franchise compliance and quality of service. If grantor determines that grantee is not in compliance with the requirements of this chapter or the grantee's franchise, grantor may direct grantee to correct the areas of noncompliance within a reasonable period of time. Failure of grantee, after due notice, to correct the areas of noncompliance within the period specified therefore or to commence compliance within such period and diligently achieve compliance thereafter, shall be considered a material breach of the franchise, and grantor may exercise any remedy within the scope of this chapter and the franchise agreement.
- B. Special Review of System Performance. When grantor determines that there has been a pattern of complaints made or where there exists other evidence which, in the judgment of the grantor, casts reasonable doubt on the reliability or quality of cable service to the effect that the grantee is not in compliance with the requirements of this chapter or its franchise, the grantor shall have the right to compel the grantee to test, analyze and report on the performance of the system in order to protect the public against substandard cable service. Grantor may not compel grantee to provide such tests or reports unless and until grantor has provided grantee with at least thirty (30) days notice of its intention to exercise its rights under this section and has provided grantee with an opportunity to be heard prior to its exercise of such rights. Such test or tests shall be made and the report shall be delivered to the grantor no later than thirty (30) days after the grantor notifies the grantee that it is exercising such right, and shall be made at grantee's sole cost. Such report shall include the following information: The nature of the complaints which precipitated the special tests, what system component was tested, the equipment used and procedures employed in said testing, the results of such tests, and the method by which such complaints were resolved. Any other information pertinent to the special test shall be recorded.
- C. Special Evaluation Sessions. The grantor may hold special evaluation sessions at any time during the term of a franchise, provided such sessions are held no more often than once every three years. The grantee shall be notified of the place, time and date thereof and the topics to be discussed. Such sessions may be open to the public and advertised in a newspaper of general circulation at least thirty (30) days before each session. The sessions may include an evaluation of any items considered relevant to the cable system, the subscribers and the city. Either the grantor or the grantee may propose items for discussion or evaluation.

#### **5.17.080- Franchise Breaches.**

Franchise breaches and the respective rights and remedies in connection therewith shall be as specified in the franchise agreement or as otherwise provided by law.

## **5.17.090- Miscellaneous Provisions.**

### **A. Abandonment or Removal of Franchise Property.**

1. In the event that the use of any property of grantee within the public rights-of-way is discontinued for a continuous period of twelve (12) months, grantee shall be deemed to have abandoned that franchise property. Any part of the cable system that is parallel or redundant to other parts of the system and is intended for use only when needed as a backup for the system or a part thereof, shall not be deemed to have been abandoned because of its lack of use.
2. Grantor, upon such terms as grantor may impose, may give grantee permission to abandon, without removing, any system facility or equipment laid, directly constructed, operated or maintained under the franchise. Unless such permission is granted or unless otherwise provided in this chapter, the grantee shall remove all abandoned above-ground facilities and equipment upon receipt of written notice from grantor and shall restore any affected street to its former state at the time such facilities and equipment were removed, so as not to impair its usefulness. In removing its plant, structures and equipment, grantee shall refill, at its own expense, any excavation that shall be made by it and shall leave all public ways and places in as good condition as that prevailing prior to such removal without materially interfering with any electrical or telephone cable or other utility wires, poles, or attachments. Grantor shall have the right to inspect and approve the condition of the public ways, public places, cables, wires, attachments and poles prior to and after removal. The liability, indemnity and insurance provisions of this chapter and the security fund as provided herein shall continue in full force and effect during the period of removal and until full compliance by grantee with the terms and conditions of this section.
3. Upon abandonment of any franchise property in place, the grantee, if required by the grantor, shall submit to the grantor an instrument, satisfactory in form to the grantor, transferring to the grantor the ownership of the franchise property abandoned.
4. At the expiration of the term for which the franchise is granted, or upon its revocation or earlier expiration, as provided herein, in any such case without renewal, extension or transfer, the grantor shall have the right to require grantee to remove, at its own expense, all above-ground portions of the cable television system from all streets and public ways within the city within a reasonable period of time, which shall not be less than one hundred eighty (180) days.
5. Notwithstanding anything to the contrary set forth in this chapter, the grantee may abandon any underground franchise property in place so long as it does not materially interfere with the use of the street or public rights-of-way in which such property is located or with the use thereof by any public utility or other cable grantee.

- B. Restoration by Grantor—Reimbursement of Costs. In the event of a failure by grantee to complete any work required herein or by any other law or ordinance, and if such work is not completed within thirty (30) days after receipt of written notice thereof from grantor or, if more than thirty (30) days are reasonably required therefor, if grantee does not commence such work within such thirty (30) days period and diligently complete the work thereafter (except in cases of emergency constituting a threat to public health, safety or welfare), grantor may cause such work to be done and grantee shall reimburse grantor the costs thereof within thirty (30) days after receipt of an itemized list of such costs, or grantor may recover such costs through the security fund provided by grantee.

- C. Extended Operation and Continuity of Services. Upon expiration or revocation of the franchise, the grantor shall have the discretion to grant a short-term license in lieu of a franchise, to permit grantee to continue to operate the cable television system for a specific period of time, not to exceed twelve (12) months. Grantee shall continue to operate the system under the terms and conditions of this chapter and the license and to provide the regular subscriber service and any and all of the services that may be provided at that time. It shall be the right of all subscribers to continue to receive all available services provided that financial and other obligations to grantee are honored. The grantee shall use reasonable efforts to provide continuous, uninterrupted service to its subscribers, including operation of the system during transition periods following franchise expiration or termination.
- D. Receivership and Foreclosure.
1. A franchise granted hereunder shall, at the option of grantor, cease and terminate one hundred twenty (120) days after appointment of a receiver or receivers, or trustee or trustees, to take over and conduct the business of grantee, whether in a receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred twenty (120) days, or unless: (1) such receivers or trustees shall have, within one hundred twenty (120) days after their election or appointment, fully complied with all the terms and provisions of this chapter and the franchise granted pursuant hereto, and the receivership or trustees within said one hundred twenty (120) days shall have remedied all the faults under the franchise or provided a plan for the remedy of such faults which is satisfactory to the grantor; and (2) such receivers or trustees shall, within said one hundred twenty (120) days, execute an agreement duly approved by the court having jurisdiction in the premises whereby such receivers or trustees assume and agree to be bound by each and every term, provision and limitation of the franchise granted.
  2. In the case of a foreclosure or other judicial sale of the franchise property, or any material part thereof, grantor may serve notice of termination upon grantee and the successful bidder at such sale, in which event the franchise granted and all rights and privileges of the grantee hereunder shall cease and terminate thirty (30) days after service of such notice, unless: (1) grantor shall have approved the transfer of the franchise, as and in the manner that this chapter provides; and (2) such successful bidder shall have covenanted and agreed with grantor to assume and be bound by all terms and conditions of the franchise.
- E. Rights Reserved to Grantor.
1. In addition to any rights specifically reserved to the grantor by this chapter, the grantor reserves to itself every right and power which is required to be reserved by a provision of any ordinance or under the franchise.
  2. The grantor shall have the right to waive any provision of the franchise, except those required by federal or state regulation, if the grantor determines: (1) that it is in the public interest to do so; and (2) that the enforcement of such provision will impose an undue hardship on the grantee or the subscribers. To be effective, such waiver shall be evidenced by a statement in writing signed by a duly authorized representative of the grantor. Waiver of any provision in one instance shall not be deemed a waiver of such provision subsequent to such instance nor be deemed a waiver of any other provision of the franchise unless the statement so recites.



F. Rights of Individuals.

1. Grantee shall not deny service, deny access, or otherwise discriminate against subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age, sex or sexual orientation. Grantee shall comply at all times with all other applicable federal, state and local laws and regulations relating to nondiscrimination.
2. Grantee shall adhere to the applicable equal employment opportunity requirements of federal, state and local regulations, as now written or as amended from time to time.
3. Neither grantee, nor any person, agency, or entity shall, without the subscriber's consent, tap, or arrange for the tapping, of any cable, line, signal input device, or subscriber outlet or receiver for any purpose except routine maintenance of the system, detection or investigation of unauthorized service, polling with audience participation, or audience viewing surveys to support advertising research regarding viewers where individual viewing behavior cannot be identified.
4. In the conduct of providing its services or in pursuit of any collateral commercial enterprise resulting therefrom, grantee shall take reasonable steps to prevent the invasion of a subscriber's or general citizen's right of privacy or other personal rights through the use of the system as such rights are delineated or defined by applicable law. Grantee shall not without lawful court order or other applicable valid legal authority utilize the system's interactive two-way equipment or capability for unauthorized personal surveillance of any subscriber or general citizen.
5. No cable line, wire amplifier, converter, or other piece of equipment owned by grantee shall be installed by grantee in the subscriber's premises, other than in appropriate easements, without first securing any required consent. If a subscriber requests service, permission to install upon subscriber's property shall be presumed.
6. The grantee, or any of its agents or employees, shall not sell, or otherwise make available to any party without consent of the subscriber pursuant to state and federal privacy laws:
  - a. Any list of the names and addresses of subscribers containing the names and addresses of subscribers who request in writing to be removed from such list; and
  - b. Any list which identifies the viewing habits of individual subscribers, without the prior written consent of such subscribers. This does not prohibit the grantee from providing composite ratings of subscriber viewing to any party.

- G. Separability. If any provision of this chapter is held by any court or by any federal or state agency of competent jurisdiction, to be invalid as conflicting with any federal or state law, rule or regulation now or hereafter in effect, or is held by such court or agency to be modified in any way in order to conform to the requirements of any such law, rule or regulation, such provision shall be considered a separate, distinct, and independent part of this chapter, and such holding shall not affect the validity and enforceability of all other provisions hereof. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed, so that the provision thereof which had been held invalid or modified is no longer in conflict with such law, rule or regulation, said provision shall thereupon return to full force and effect and shall thereafter be binding on grantor and grantee, provided that grantor shall give grantee thirty (30) days' written notice of such change before requiring compliance with said provision or such longer period of time as may be reasonably required for grantee to comply with such provision.

- H. Notices. Grantee shall maintain throughout the term of the franchise, a local address for service of notices by mail.
- I. Captions. The captions to sections throughout this chapter are intended solely to facilitate reading and reference. Such captions shall not affect the meaning or interpretation of this chapter.
- J. No Recourse Against the Grantor. The grantee shall have no recourse whatsoever against the grantor or its officials, boards, commissions, agents, or employees for any loss, costs, expenses, or damage arising out of any provision of the franchise or because of the enforcement of the franchise.
- K. Non-enforcement by the Grantor. The grantee shall not be relieved of its obligation to comply with any of the provisions of this chapter by reason of any failure of the grantor to enforce prompt compliance.

Section 2. Chapter 13.17 ADDED. Chapter 13.17 (Cable Video Services and Fees) is hereby added to Title 13 (Public Services) of the Mendota Municipal Code and adopted to read as follows:

#### **13.17.010- Purpose of Authority**

Under State law effective January 1, 2007, the California Public Utilities Commission (PUC) has the sole authority to grant State franchises to provide video service. Pursuant to this State law, the City has certain rights and responsibilities with respect to state franchise holders, which include the receipt of a franchise fee and a fee for public, educational and government (PEG) purposes, and the authority to establish and enforce penalties for violations of customer service rules. The City retains authority to regulate the City's current cable franchise in accordance with this chapter and the cable franchise currently in effect until such time as the cable franchisee no longer holds a City franchise or is no longer operating under a current or expired City franchise.

#### **13.17.020- Definitions**

For the purposes of this Article, the following words shall have the following meanings:

"Gross revenue" shall have the meaning ascribed that term in Section 5860 of the California Public Utilities Code.

"Holders" shall have the meaning ascribed that term in Section 5830 of the California Public Utilities Code.

"State franchise" shall have the meaning ascribed that term in Section 5830 of the California Public Utilities Code.

"Video service" shall have the meaning ascribed that term in Section 5830 of the California Public Utilities Code.

#### **13.17.030- Franchise Fee**

For any State franchise holder operating within the boundaries of the City, there shall be a fee paid to the City equal to five percent (5%) of the gross revenue of the State franchise holder.

### **13.17.040- PEG Fee**

For any State franchise holder operating within the boundaries of the City, there shall be a fee paid to the City equal to one percent (1%) of the gross revenue of that state franchise holder, which fee shall be used by the City for PEG purposes consistent with State and Federal law.

### **13.17.050- Audit Authority**

Not more than once annually, the City Manager or his or her designee may examine and perform an audit of the business records of a State franchise holder to ensure compliance with Sections 13.17.030 and 13.17.04 of this Chapter 13.17.

### **13.17.060- Customer Services Penalties under State Franchises**

(A) Applicable Law. Any State franchise holder shall comply with all applicable State and Federal customer service and protection standards pertaining to the provision of video service.

(B) Penalties for Violation. The City Manager or his or her designee shall monitor the compliance of the State franchise holders with respect to State and Federal customer service and protection standards. The City Manager shall provide the State franchise holders written notice of any material breaches of applicable customer service standards, and will allow the State franchise holder thirty (30) days from the receipt of the notice to remedy the specified material breach. Material breaches not remedied within the thirty (30) day time period will be subject to the following penalties to be imposed by the City:

1. For the first occurrence of violation, a fine of Five Hundred Dollars (\$500.00) shall be imposed for each day the violation remains in effect, not to exceed One Thousand Five Hundred Dollars (\$1,500.00) for each violation.
2. For each violation of the same nature within twelve (12) months, a fine of One Thousand Dollars (\$1,000.00) shall be imposed for each day the violation remains in effect, not to exceed Three Thousand Dollars (\$3,000.00) for each violation.
3. For a third or further violation of the same nature within twelve (12) months, a fine of Two Thousand Five Hundred Dollars (\$2,500.00) shall be imposed for each day the violation remains in effect, not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00) for each violation.

(C) Appeal Procedure. A State franchise holder may appeal a penalty assessed by the City Manager to the City Council within thirty (30) days of the assessment. The City Council shall hear all evidence and relevant testimony and may uphold, modify, or vacate the penalty. The City Council's decision regarding the imposition of a penalty pursuant to this section shall be final. In the absence of any appeal, the imposition of the penalty shall be deemed final thirty (30) days after the assessment.

### **13.17.070- City Response to State Franchise Applications**

(A) Applicants for the State franchises within boundaries of the City must concurrently provide copies to the City of any application or amendments to applications filed with the California Public Utilities Commissioner (PUC). One complete copy must be provided to the City Manager.

(B) Within thirty (30) days of receipt, the City Manager will provide appropriate comments to the PUC regarding an application or an amendment to an application for a State franchise.

**13.17.080- City Response to State Franchise Applications**

(A) Applicants for State franchises within the boundaries of the City must concurrently provide copies to the City of any application or amendments to applications filed with the PUC. One complete copy must be provided to the City Manager.

(B) Within thirty (30) days of receipt, the City Manager will provide any appropriate comments to the PUC regarding an application or an amendment to an application for a State franchise.

**13.17.090- PEG Channel Capacity and Interconnectivity**

State franchises shall provide the PEG channels required by California Public Utilities Code Section 5870 and satisfy the interconnectivity provisions of that section.

Section 3. Ordinance 284 REPEALED. The City of Mendota's Ordinance 284: "An Ordinance of the City of Mendota Establishing a Procedure for the Granting of Franchises for Broadband and Two-Way Communication Systems," is repealed upon the effective date of this Ordinance.

Section 4. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held to be unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Mendota City Council hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional.

Section 5. Within fifteen (15) days of the adoption of this Ordinance, a summary thereof, including the names of the City Council Members voting for and against it, shall be prepared by the City Attorney for publication in the *Firebaugh-Mendota Journal*, and a certified copy of the Ordinance shall be posted in the office of the City Clerk.

Section 6. This ordinance shall become effective and in full force at 12:00 midnight on the 31<sup>st</sup> day following its adoption.

\* \* \* \* \*

The foregoing ordinance was introduced on the 26<sup>th</sup> day of January, 2016 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the 9<sup>th</sup> day of February, 2016 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Robert Silva, Mayor

ATTEST:

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Matt Flood, City Clerk

APPROVED AS TO FORM:

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John Kinsey, City Attorney

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**AGENDA ITEM – STAFF REPORT**

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**TO:** HONORABLE MAYOR AND COUNCILMEMBERS  
**FROM:** MATT FLOOD, ECONOMIC DEVELOPMENT MANAGER  
**VIA:** VINCE DIMAGGIO, CITY MANAGER  
**SUBJECT:** CODE ENFORCEMENT REPORT FOR JANUARY 2016  
**DATE:** FEBRUARY 9, 2016

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In the month of January Code Enforcement focused on ensuring that individuals and businesses have the proper permits for their given activity, from planning entitlements to business licenses. Another important focus was ensuring people parked appropriately.

Also this month we have started to spend time working on issues related to substandard housing. Ensuring that property owners and tenants have the appropriate permits has been an effective vehicle for educating people on the importance of following the appropriate processes and helping them know where they can go to get the information they need.

Planning entitlements are sometimes hard for people to comprehend, especially if it is their first time acquiring property, starting a business, etc. A planning entitlement (such as a Conditional Use Permit or Site Plan Approval) is the first step that people need to go through with a local government to ensure that the activity they engage in, (“activity” including anything from living in a single-family home to running a factory that employs 200 people) is legal on a certain property.

Code Enforcement Officers, when faced with a situation in which the property owner or tenant may not have gone through the appropriate channels to receive their entitlement, conduct an investigation to determine the culpability of any parties involved, then take action accordingly. This is done in conjunction with the Planning and Building Department and results in everything ranging from a notice letting them know they are cleared to engage in the activity to a notice to not conduct business or inhabit a building.

The process of verifying entitlements can be complicated and Code Enforcement will continue to work these cases in the month of February, and other future months.

Attached is the monthly update on citations and written warnings given out during the month of January.

Address	Type of Case	1st Notice	2nd Notice	Deadline	Status
647 PEREZ ST APT 12C	PARKED IN REDZONE	1/2/2016	N/A	N/A	CITED
518 RIOFRIO ST	SCAVENGING	1/2/2016	N/A	N/A	CITED
578 LOLITA ST	TRUCK PARKING NOT PERMITTED	1/2/2016	N/A	N/A	CITED
723 PEACH AVE	VEHICLE ABATEMENT	1/2/2016	N/A	1/14/2016	CLEARED
425 PUCHEU ST	EXPIRED TAGS/ PARKED IN REDZONE	1/4/2016	N/A	N/A	CITED
1161 OLLER ST	72 HOUR NOTICE	1/4/2016	N/A	1/7/2016	CLEARED
164 ASH AVE	HANGING LAUNDRY	1/4/2016	N/A	N/A	WRITTEN WARNING
PO BOX 1210	PARKED IN A DISABLED SPACE	1/6/2016	N/A	N/A	CITED
1161 OLLER ST	72 HOUR NOTICE	1/6/2016	N/A	N/A	CLEARED
578 LOLITA ST	TRUCK PARKING NOT PERMITTED	1/7/2016	N/A	N/A	CITED
651 LOZANO ST	WATER CONSERVATION	1/7/2016	N/A	N/A	WRITTEN WARNING
319 BLANCO ST	WATER CONSERVATION	1/7/2016	N/A	N/A	WRITTEN WARNING
687 LOZANO ST	PARKED IN A DISABLED SPACE	1/9/2016	N/A	N/A	CITED
649 DE LA CRUZ ST	WATER CONSERVATION	1/9/2016	N/A	N/A	WRITTEN WARNING
691 LOZANO ST	VEHICLE ABATEMENT	1/9/2016	N/A	1/20/2016	CLEARED
252 ESPINOSZA ST	NO AMPLIFIED MUSIC PERMIT	1/9/2016	N/A	N/A	CITED
261 SANTA CRUZ ST	TRUCK PARKING NOT PERMITTED	1/9/2016	N/A	N/A	CITED
95 CASTRO ST APT 309, SALINAS	EXPIRED TAGS	1/11/2016	N/A	N/A	CITED
818 STAMOULES ST	VEHICLE ABATEMENT	1/11/2016	N/A	1/22/2016	CLEARED
567 OLLER ST	72 HOUR NOTICE	1/11/2016	N/A	N/A	CLEARED
631 LOZANO ST	PARKED ON THE SIDEWALK	1/12/2016	N/A	N/A	CITED
1186 SHARON RD, SALINAS	PARKED ON REDZONE	1/13/2016	N/A	N/A	CITED
647 PEREZ ST APT 9D	PARKED ON REDZONE	1/13/2016	N/A	N/A	CITED
230 L ST	PARKED ON REDZONE	1/13/2016	N/A	N/A	CITED
1990 9TH ST	NO ROOFING PERMIT	1/14/2016	N/A	1/14/2016	OBTAINED PERMIT
251 GREGG CT N	VEHICLE ABATEMENT	1/14/2016	N/A	1/24/2016	CLEARED
647 PEREZ ST APT 6B	PARKED ON REDZONE	1/15/2016	N/A	N/A	CITED
230 MCCABE AVE	GENERAL NOISE REGULATION	1/16/2016	N/A	N/A	CITED
643 RIOFRIO ST	SCAVENGING	1/16/2016	N/A	N/A	CITED
878 LOLITA ST	VEHICLE ABATEMENT	1/16/2016	N/A	N/A	CLEARED
312 RIOFRIO ST	OPEN ALCOHOLIC BEVERAGE	1/18/2016	N/A	N/A	CITED
1178 OLLER ST	ILLEGAL DUMPING	1/18/2016	N/A	N/A	CLEARED
636 STAMOULES ST	HANGING LAUNDRY	1/19/2016	N/A	N/A	CITED

251 GREGG CT N	SUBSTANDARD LIVING	1/20/2016	N/A	N/A	CITED/PENDING
219 L ST	PARKED IN ALLEY	1/20/2016	N/A	N/A	CITED
PO BOX 1681	OPEN ALCOHOLIC BEVERAGE	1/20/2016	N/A	N/A	CITED
1290 SIXTH ST APT 2	OPEN ALCOHOLIC BEVERAGE	1/20/2016	N/A	N/A	CITED
1190 PUCHEU ST	PARKED IN ALLEY	1/22/2016	N/A	N/A	CITED
800 GARCIA APT 601	PARKED IN A DISABLED SPACE	1/22/2016	N/A	N/A	CITED
87 E. MARKET ST, LONG BEACH	EXPIRED REGISTRATION	1/22/2016	N/A	N/A	CITED
399 K ST	EXPIRED REGISTRATION	1/22/2016	N/A	N/A	CITED
1897 9TH ST	PARKED ON LAWN	1/25/2016	N/A	N/A	CITED
631 LOZANO ST	EXPIRED REGISTRATION	1/25/2016	N/A	N/A	CITED
654 LOZANO ST APT 902	PARKED IN A DISABLED SPACE	1/26/2016	N/A	N/A	CITED
334 OLLER ST	EMERGENCY ABATEMENT	1/26/2016	N/A	N/A	CLEARED
280 BLACK ST	NO BUSINESS LICENSE	1/27/2016	N/A	N/A	CITED
1926 N. TURNER ST, VISALIA	NO BUSINESS LICENSE	1/27/2016	N/A	N/A	CITED
202 I ST APT 234	PARKED IN PROHIBITED PARKING	1/27/2016	N/A	N/A	CITED
629 LOZANO ST	PARKED ON LAWN	1/28/2016	N/A	N/A	CITED
654 LOZANO ST APT 1004	PARKED ON REDZONE	1/28/2016	N/A	N/A	CITED
280 BLACK ST	NO BUSINESS LICENSE	1/28/2016	N/A	N/A	CITED
593 L ST	PARKED IN REDZONE	1/30/2016	N/A	N/A	CITED
549 I ST	VEHICLE ABATEMENT	1/30/2016	N/A	2/12/2016	PENDING





# Mendota Police Department Memorandum

**Date:** February 2, 2016  
**To:** Vince DiMaggio, City Manager  
Mendota City Council Members  
**From:** Gregg L. Andreotti, Chief of Police  
**Subject:** Monthly Report for January 2016

## **Significant Cases:**

Vehicle stop on I street resulted in the arrest of the driver on outstanding warrants. She was cited and released.

Follow-up to prior theft located the suspect trying to bury the stolen property in his backyard. All items were recovered along with shaved vehicle keys used to steal cars. The suspect was arrested and transported to jail.

The clerk at a local mini mart on Oller reported a person harassing customers. Officers contacted the person and found him to be intoxicated. He was transported to Jail.

Vehicle stop at 6<sup>th</sup> and Lolita found the driver to be intoxicated. He was arrested for DUI and transported to Jail.

Disturbance at residence on 6<sup>th</sup> Street. Suspect hit victim, who received minor injuries. During the investigation a sawed off shotgun was located in the residence. The suspect was arrested and transported to Jail.

Report of a disturbance at a local mini mart on Oller. The subject causing was contacted and found to have an outstanding warrant for his arrest. He was arrested, cited and released.

CRMC reported an uncooperative assault victim in their ER. The investigation determined the incident was unfounded. During the investigation officers located an outstanding warrant for the victim's arrest. She was cited and release.

Report of a subject lying on the sidewalk on Unida Street. He was found to be intoxicated and arrested. He was then cited and released to a sober family member.

Subject check of a person loitering by the rest rooms at a local park located a meth pipe in his possession. He was cited and released.

Report of a disturbance at a residence on 4<sup>th</sup> Street. The subject causing had an active restraining order banning him from the property. He was arrested and transported to Jail.

Non-injury traffic collision on Puchue Street involved three vehicles. Two occupied and one parked.

Suspicious person in the parking lot of a local store on 7<sup>th</sup> Street. Upon arriving he was located sitting in a customer's vehicle parked in the lot. No theft attempt. Outstanding warrants were located. He was arrested, cited and released.

Report of a drunken subject at a local restaurant. Officers contacted him and determined he was intoxicated. He was arrested and transported to Jail.

Report of a stabbing at a residence on Tule Street. Officers located the victim with stab wounds to her scalp, shoulder and back. EMS responded and determined one of the victim's lungs was punctured. The suspect is known and had fled prior to officers arriving. Victim was contacted at CRMC and found to be in stable condition. Investigation is ongoing. Suspect is outstanding.

Report of an attempt robbery. Victim said two subjects contacted him on Rio Frio and demanded money. When the victim did not give them any one suspect hit him and then fled. A handgun was displayed. Suspects are unknown and outstanding.

Subject check on 7<sup>th</sup> and Rio Frio discovered an outstanding warrant. He was cited and released.

Report of a theft on 2<sup>nd</sup> Street. No forced entry. Victim said she discovered her two daughter's birth certificates missing and knows they had to have been stolen. Suspect unknown.

Report of the theft of vehicle registration and radar detector from an unlocked vehicle parked on Bandoni Court. No suspect known.

Subject check at a local park located a meth pipe and bindle of methamphetamine in the person's possession. He was arrested, cited and released.

Vehicle check at the Pool Park located an outstanding warrant on one of three persons. She was cited and released.

A known wanted parole violator contacted officers at the Police Department in an attempt to recover his confiscated bicycle from a previous arrest. He did not know he was wanted. He was arrested on the parole violation and transported to Jail.

Subject check at 7<sup>th</sup> and Lolita revealed an outstanding warrant for arrest. After she was taken into custody she spit on the arresting officer. Her probation officer authorized a violation and she was transported to Jail.

Report of panhandling outside a local market. Subject matching the description was located in the area. No victim information. Subject is on parole and was FI'ed for information.

A known auto thief responsible for numerous thefts was released from Jail and is again residing in town.

Officers responded to an address on 9<sup>th</sup> Street regarding a deceased 82 yr. old. EMS responded and all indications were the death was natural. Deceased has a history of medical issues. She was turned over to the Coroner's Office.

Subject check by Derrick and McCabe revealed warrants for his arrest. He was cited and released.

Vehicle stop at 6<sup>th</sup> and Stamoules discovered the driver had concurrent suspensions for prior DUI's and an active arrest warrant. He was cited and released.

Vehicle stop at 2<sup>nd</sup> and J Street found the driver to be on probation for DUI and consuming alcohol in violation of his probation. He was arrest for DUI, cited and released for a sober family member.

Report of a vehicle theft by a known suspect. The victim is the brother of a wanted attempt murder suspect. Suspect took the vehicle out of town and sold it. Investigation is still ongoing.

Subject check at 7<sup>th</sup> and Maria located a meth pipe in his possession. He was arrested, cited and released.

Subject check of known auto theft on probation at 2<sup>nd</sup> and Bass. Updated information obtained and he was FI'ed.

Vehicle stop led to the discovery of outstanding warrants for the arrest of the driver. She was cited and released.

Subject check at 5<sup>th</sup> and Quince resulted in an FI for information.

Subject check on Derrick located an outstanding warrant for arrest. He was cited and released.

Subject check in the parking lot of a local Mini Mart on Oller led to an FI for information.

Subject check at Black and Sorenson found the person had outstanding warrants for his arrest. He was arrested, cited and released.

Subject check on Gregg Court revealed an active warrant for his arrest. He was arrested, cited and released.

Subject check at 6<sup>th</sup> and Oller found a meth pipe on his person. He was arrested, cited and released.

Subject check at 5<sup>th</sup> and Oller found a warrant for his arrest. He was arrested, cited and released.

Subject check by Smoot and Derrick of known gang member and suspect in auto theft investigations. He was FI'ed for information.

Report of a theft at the local DMV office. Suspect unknown.

A parent was contacted at her residence for failing to send her children to school. She was found to have outstanding warrants. She was transported to Jail.

Subject check at a local park located a meth pipe in his possession. He was arrested, cited and released.

Subject check at a local park located an outstanding warrant for her arrest. She was arrested and transported to Jail.

Disturbance at a residence on 4<sup>th</sup> Street. Adult male was arguing with the minor female and mother of his children. Investigation resulted in the arrest of the male who was subsequently transported to Jail.

Subject check of an uncooperative and intoxicated subject hitting himself with a board at 8<sup>th</sup> and Rio Frio. He was arrested and transported to Jail.

Vehicle check at the pool park. Two persons were contacted. One was found to have outstanding warrants. He was arrested, cited and released.

Known suspect steals money from residence on 2<sup>nd</sup> Street. Suspect threatened and hits victim to give him the money. Suspect was located and arrested. He was transported to Jail.

Check of 3 subjects drinking on Derrick Avenue. One had an outstanding warrant and another tried to discard a weapon. All were arrested on various charges and intoxication. All were transported to Jail.

Hit and run traffic collision on 2<sup>nd</sup> Street resulted in damage to the driver's door. Suspect unknown.

Two vehicles were involved in a traffic collision the night prior. The driver of one was contacted and found to be a missing person from the same night. Investigation determined the vehicle was used by her the night of the collision. She was removed from the missing persons system.

Report of DUI driver on Hwy 33. The vehicle was stopped and the driver lied about his identification and was found to have open containers in his vehicle. He was arrested, cited and released.

Subject check at 6<sup>th</sup> and Derrick discovered he was wanted on outstanding charges. He was arrested and transported to Jail.

Vehicle stop at Bass and Barbosa discovered the driver was intoxicated. He was arrested for DUI and transported to Jail.

Subject check on Oller found the person to be intoxicated. He was arrested, cited and turned over to a sober family member.

Subject check on Bass Avenue found him to be intoxicated. He was arrested and transported to Jail.

Subject check on Lolita Street. He was FI'ed for information.

Subject check on 7th and Quince. He was found to be intoxicated and arrested. He was released to a sober family member.

Disturbance on Tuft. Suspect challenged persons to fight and was found to have outstanding warrants. He was arrested and transported to Jail.

Disturbance at residence on Lozano. Subject causing had outstanding warrants for his arrest. He was arrested, cited and released.

Subject check on 2<sup>nd</sup> Street discovered active warrants. He was arrested, cited and released.

Injury Traffic Collision at Lozano and Perez Street. Substantial damage to each vehicle. The driver of one vehicle complained of pain to neck and was transported to CRMC by EMS.

Subject check at 6<sup>th</sup> and Lolita. She was FI'ed for information.

Report of identity theft. Victim had over \$900 worth of items charged to her and delivered out of state.

Disturbance at residence on Lozano. A renter threatened to kill other tenants. He was contacted and found to have an active warrant. He was arrested and transported to Jail.

Subject check at 6<sup>th</sup> and Lolita discovered an active arrest warrant and meth pipe. He was arrested and transported to Jail.

Vehicle stop at Rios and Lozano found the driver to be intoxicated. He was arrested for DUI, cited and released to a sober family member.

Loud music call on Gaxiola. The responsible was contacted and found to have an outstanding warrant. He was arrested, cited and released.

Report of cell phone theft at a local mini mart. Surveillance video captured the incident and officers recognized the suspect. She was contacted and her male friend was found to be in possession of the cell phone. Both were arrested and transported to Jail.

Subject check at 5<sup>th</sup> and Naples located an outstanding arrest warrant. He was arrested and transported to Jail.

Pedestrian hit and run at 2<sup>nd</sup> and K Street. Victim was hit by a vehicle and knocked to the ground. Suspect vehicle fled the scene. Victim refused EMS. No suspect info.

Vehicle stop on 2<sup>nd</sup> street. Driver found to be intoxicated. He was arrested for DUI, cited and released to a sober adult.

Report of subject lying on the ground at 7<sup>th</sup> and Quince. He was found to be intoxicated. He was cited and released to a sober family member.

Report of assault on Rio Frio. Victim was cooking when suspect hit him with a stick. The stick broke and the suspect remained armed with the broken end. Officers located the suspect and arrested him. Victim refused EMS. Suspect was transported to Jail.

Report of vehicle theft on 7<sup>th</sup> Street. The vehicle was left unlocked and running. When the victim returned the vehicle was gone. No suspect known.

Report of a robbery on 10<sup>th</sup> Street. Delivery person arrived to location and was met by two suspects in the driveway. Suspects attempted to cover victim's eyes and remove him from the location. Victim was able to get away and flee. Suspects are unknown and fled from the location.

Vehicle stop on Lozano. The license plate displayed fraudulent tags. The driver was found to have outstanding warrants. He was arrested and transported to Jail.

Subject check at 5<sup>th</sup> and Lolita discovered an outstanding warrant. He was arrested and transported to Jail.

Vehicle check at 2nd and Bass discovered an outstanding warrant for the occupant. He was cited and released.

Subject check at 9<sup>th</sup> and Oller found an active warrant for his arrest. He was arrested, cited and released.

Subject check at 7<sup>th</sup> and Puchue found an active warrant. He was arrested, cited and released.

Disturbance at residence on Gregg Ct. The subject causing was found to be intoxicated and had driven to the location. He was arrested for DUI, cited and released.

Hit and run in parking lot of local school. Victim vehicle was parked and hit by an unknown vehicle while in the parking lot. No suspect information.

Report of a verbal fight in the parking lot of a local mini mart on Oller Street. During the investigation a meth pipe was found in one subjects possession. She was cited and released.

Vehicle check at 9<sup>th</sup> and Marie. Subject was FI'ed for information.

Vehicle stop at Lozano and Hwy 33 discovered an active warrant for the driver's arrest. She was cited and released.

Possible attempted break-in at a residence on Tuft. Victim noticed the screen door to his residence was tampered with. No sign of entry.

Report of assault at a residence on Rio Frio. Victim got into an argument with another and was attacked with a large knife. Suspect is unknown and fled the scene. Victim sustained a superficial laceration.

Subject check on 6<sup>th</sup> Street located outstanding warrants. She was arrested, cited and released.

Subject check on 8<sup>th</sup> Street located outstanding warrants. He was arrested, cited and released.

Disturbance at a local store on 7<sup>th</sup> Street. Suspect witnessed hitting a friend in the face. Suspect eventually arrested and transported to Jail.

Disturbance at a residence on I Street. Suspect hit the new boyfriend of his ex-girlfriend. Suspect fled prior to officers arriving.

Disturbance at a residence on I Street. Suspect attacked his family member and hit her in the face. Suspect was arrested and transported to Jail.

Report of a suspicious male looking into windows on 2<sup>nd</sup> Street at night. His image was captured on surveillance video. Suspect unknown.

Vehicle stop on 7<sup>th</sup> and Rio Frio. Driver was found to be intoxicated. He was arrested for DUI, cited and released.

Report of restraining order violation on Peach. Restrained person went to the residence of the protected person and was contacted by officers. He was arrested, cited and released.

Non-injury traffic collision at Oller and 7<sup>th</sup>. Both parties were licensed.

Vehicle stop at Ash and Peach. Driver was found to be intoxicated. He was arrested for DUI, cited and released.

Vehicle stop on 4<sup>th</sup> and I Street. The driver was found with open containers and to be intoxicated. He was arrested for DUI and transported to Jail.

Report of shoplifting at local store. Suspect witnessed placing food into bags and then walking out of store. He was confronted by officers on the street and identified by store employees. He was arrested and transported to Jail.

Subject check at 2<sup>nd</sup> and I Street. He was found to be intoxicated, arrested and transported to Jail.

Bicycle stop on 9<sup>th</sup> Street. He was found to be in possession of a meth pipe and to have outstanding warrants for his arrest. He was transported to Jail.

Officer witnessed a disturbance outside a local Bar. Security was attempting to detain a female armed with a knife and stun gun. Officers took over and were able to disarm the female. She was at the bar wanting to enter and attack her husband. She was arrested and transported to Jail.



Subject check at 9<sup>th</sup> and Oller. He is a known gang affiliate. He was FI'ed for information.

Restraining Order violation on Peach Avenue. Restrained person was at the protected person's residence. He was contacted by officers, arrested and transported to Jail.

Disturbance at residence on Straw Street. Suspect hit victim in the head. Suspect is known and fled prior to officers arriving.

### **Strategic Planning:**

- Received the new Ford Fusion hybrid sedans
- Retired Detective Vehicle 86
- Created the agency's facebook page
- Partnered with Fresno County Mental Health contractors assigned to the west side
- Took possession a Humvee transferred from Taft PD

### **Personnel Information:**

- Job Line for a contract Phlebotomist was opened
- City Council approved moving a Sergeant position to Lieutenant
- Applicant for reserve Police Officer was waved during backgrounds