



CITY OF MENDOTA

"Cantaloupe Center Of The World"

AGENDA

MENDOTA CITY COUNCIL

Regular City Council Meeting
City Council Chambers
643 Quince Street
Mendota, California 93640
August 22, 2023
6:00 PM

VICTOR MARTINEZ
Mayor

LIBERTAD "LIBERTY" LOPEZ
Mayor Pro Tem

JOSE ALONSO

JOSEPH R. RIOFRIO

OSCAR ROSALES

CRISTIAN GONZALEZ
City Manager

JOHN KINSEY
City Attorney

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

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

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

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

CALL TO ORDER

ROLL CALL

FLAG SALUTE

INVOCATION

FINALIZE THE AGENDA

1. Adjustments to Agenda
2. Adoption of final Agenda

PRESENTATION

1. City Council to recognize Mendota Police Lieutenant Gerardo Galaviz and Police Officer Anthony Aguilar for their success at the 2023 World Police & Fire Games.

CITIZENS' ORAL AND WRITTEN PRESENTATIONS

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

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of August 8, 2023.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. AUGUST 2, 2023 THROUGH AUGUST 14, 2023
WARRANT LIST CHECK NOS. 53650 THROUGH 53709
TOTAL FOR COUNCIL APPROVAL = \$1,227,945.36
2. Proposed ratification of a general letter of support for the Higher Education For All organization.
3. Proposed ratification of a letter of support for the Higher Education For All organization's Wonderful Grant Program.
4. Proposed ratification of a letter of support for Fresno County's Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program.

PUBLIC HEARING

1. City Council to continue the Development Agreement Annual Review Hearing for Odyssey Agricultural Development LLC.
 - a. *Receive report from Assistant City Attorney Castro*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens the public hearing*
 - d. *Once all comment has been received, Mayor Martinez closes the public hearing*
 - e. *City Council discusses Odyssey Agricultural Development LLC's performance under the development agreement and provides direction to staff*

BUSINESS

1. City Council discussion and consideration of the Community Resilience Center grant program.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides direction to staff on how to proceed*

2. City Council discussion and consideration of appointing a resident to the Mendota Recreation Commission.
 - a. *Receive report from City Clerk Cabrera-Garcia*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council motions to appoint a resident to the Recreation Commission*

3. City Council discussion and consideration of **Ordinance No. 23-03**, amending Title 5 of the Mendota Municipal Code related to the regulation of mobile vending operations.
 - a. *Receive report from Assistant City Attorney Castro*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council considers introduction and waiver of the first reading of Ordinance No. 23-03 and sets a public hearing for September 12, 2023*

4. City Council to receive presentation on advertisements to be displayed in the City relating to Senate Bill 1383 and illegal dumping.
 - a. *Receive report from Finance Director Banda*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides input on the item*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) Update

2. City Attorney

3. City Manager

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)
2. Mayor


CLOSED SESSION

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

ADJOURNMENT

CERTIFICATION OF POSTING

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of August 22, 2023, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, August 18, 2023, at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

August 8, 2023

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

Roll Call

Council Members Present: Mayor Victor Martinez, Mayor Pro Tem Libertad “Liberty” Lopez, Council Members Joseph Riofrio and Oscar Rosales

Council Members Absent: Council Member Jose Alonso

Flag salute led by Mayor Martinez

Invocation led by Police Chaplain Robert Salinas

FINALIZE THE AGENDA

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

City Manager Cristian Gonzalez requested that the Business section of the agenda be heard and considered before the Public Hearing section.

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

PRESENTATION

1. City Council to recognize the Mendota Junior High School students Anthony Trinidad Cisneros, Jimmy Fuentes-Hernandez, Gerardo Portillo Mendoza, and Jonathan Alfaro Sarabia for winning the MESA National Engineering Design Competition.

The City Council recognized Mendota Junior High School Students Anthony Trinidad Cisneros, Jimmy Fuentes-Hernandez, Gerardo Portillo Mendez, and Jonathan Alfaro Sarabia, and congratulated them on their achievement.

Carlos Tamayo (Mendota Junior High School MESA Teacher Advisor) thanked the City Council for the recognition and commented on the MESA program and the work of the students.

Discussion was held on the FentaKNOW App that was created by the students and the possibility of the students participating in an upcoming trip to the State Capitol.

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Dino Perez with Westside Youth, Inc. requested an update on the City's plans to address regulations related to mobile food vendors in the City and shared concerns he had on traffic and safety on Smoot Street during the organization's weekly open market.

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

Deputy City Clerk Antonio Pizano shared a local youth sports update on behalf of Kevin Romero

Chief of Police Kevin Smith shared that Police Lieutenant Gerardo Galaviz and Police Officer Anthony Aguilar had an excellent performance at the 2023 Police & Fire World Games and returned with numerous medals, and that a formal presentation recognizing the officers would be held at the next City Council meeting.

Discussion was held on the information provided by Chief Smith.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of July 25, 2023.
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 Council Member Rosales to approve items 1 and 2, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Alonso).

CONSENT CALENDAR

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

1. JULY 19, 2023 THROUGH JULY 31, 2023
WARRANT LIST CHECK NOS. 53565 THROUGH 53649
TOTAL FOR COUNCIL APPROVAL = \$1,389,801.29

2. Proposed adoption of **Resolution No. 23-61**, claiming Local Transportation Funds for Fiscal Year 2023-2024.
3. Proposed adoption of **Resolution No. 23-62**, concerning Local Transportation Purpose Funds (Measure “C” Extension Funds).
4. Proposed adoption of **Resolution No. 23-63**, approving the proposal submitted by Aqua Natural Solutions for treatment of the wastewater pond systems and authorizing the City Manager to execute all necessary documents to effectuate the proposal.

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

BUSINESS

1. Discussion and consideration of **Resolution No. 23-64**, authorizing the formation of a City Council Ad Hoc Subcommittee to evaluate proposals received in response to the Request for Proposals for the Purchase and Potential Development of City-Owned Real Property.

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

Discussion was held on the report provided by City Clerk Cabrera-Garcia and which Council Members were interested in joining the Ad Hoc Subcommittee.

Mayor Martinez opened the public comment period at 6:25 p.m.

Joel Lozano with Boca Del Rio Agriculture LLC shared his background, his goals for Boca Del Rio Farms, and the business’s involvement in the community.

Ofelia Ochoa requested an update on the all-inclusive playground that is being constructed at Rojas-Pierce Park.

Mayor Martinez closed the public comment period at 6:28 p.m.

A motion made by Council Member Rosales to appoint Mayor Victor Martinez and Council Member Joseph Riofrio as regular members and Mayor Pro Tem Libertad Lopez as an alternate member of the Ad Hoc Subcommittee and adopt Resolution No. 23-64, seconded by Council Member Joseph Riofrio; unanimously approved (4 ayes, absent: Alonso).

2. Discussion and consideration of **Resolution No. 23-65**, authorizing the formation of a City Council Ad Hoc Subcommittee to discuss and consider the design and scope of the proposed Mendota Community Center.

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

Discussion was held on the report provided by City Clerk Cabrera-Garcia and which Council Members were interested in joining the Ad Hoc SubCommittee.

Mayor Martinez opened the public comment period at 6:31 p.m.

Michael Plascencia asked if the proposed Mendota Community Center would replace Westside Youth, Inc. and whether Westside Youth, Inc. can partner with the City for the project.

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

Mayor Martinez closed the public comment at 6:34 p.m.

A motion made by Council Member Rosales to appoint Mayor Pro Tem Libertad Lopez and Council Member Jose Alonso as regular members and Mayor Victor Martinez as an alternate member of the Ad Hoc Subcommittee and adopt Resolution No. 23-65, seconded by Council Member Joseph Riofrio; unanimously approved (4 ayes, absent: Alonso).

PUBLIC HEARING

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

Mayor Martinez introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the report provided by Assistant City Attorney Castro.

Mayor Martinez opened the public hearing at 6:37 p.m.

Andres Godoy congratulated the City Council for their work and stated he is happy with the progress that is being made in the community.

Joel Lozano with Boca Del Rio Agriculture LLC (“Boca Del Rio”) provided an update on the business, including the Boca Del Rio Farm’s goals and revenue.

Discussion was held on the comments made by Mr. Lozano; and on Boca Del Rio farm’s workforce.

Mayor Martinez opened the public hearing at 6:41 p.m.

Discussion was held on the item including that Boca Del Rio is in good standing, but that the business must continue complying with the terms of the Development agreement to remain in good standing; on the current cannabis market in California; and the positive impacts that public contribution payments have on the City.

A motion was made by Council Member Rosales to agree that Boca Del Rio is in good standing with its compliance with the Development Agreement, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Alonso).

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

Mayor Martinez introduced the item and Assistant City Attorney Castro provided the report.

Discussion was held on the report provided by Assistant City Attorney Castro; public contributions payments that have been made by Odyssey Agricultural Development LLC (“Odyssey”); the size of Odyssey’s farm and revenue it has generated; and whether the City is able to visit the facility at any time.

Alex Freedman with Odyssey provided an update on the business, including Odyssey’s goals and their desire to remain in good standing with the City.

Mayor Martinez opened the public hearing at 6:50 p.m.

Ofelia Ochoa commented on the public contribution payments being made by Odyssey and whether its employees are being treated fairly and receiving wages.

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

Alex Freedman provided a personnel update for Odyssey; shared information on a situation where the company experienced a delay with paying their employees; apologized to anyone that was affected by the situation; and shared information on how to prevent the problem in the future.

Discussion was held on the comments made by Mr. Freedman, and whether Odyssey provides workers compensation insurance for its employees, whether the contractors that Odyssey uses are licensed, and a receipt that Odyssey employees were asked to sign when they received their wages.

Sarait Martinez with Binational Center for the Development of Oaxacan Indigenous Communities (“Binational Center”) shared her background and the purpose of the organization; stated that some Odyssey employees approached the organization and reported that they were owed wages and that Odyssey conducted various labor violations; requested that the City consider entering into agreements with businesses that comply with laws and regulations; requested that the City take responsibility in ensuring that businesses that have agreements with the City are complying with laws and regulations; commented on an incident where employees had to wait in high temperatures to receive their wages, and letters that the Binational Center has sent to Odyssey to demand that they pay remaining employee wages.

Discussion was held on the comments made by Ms. Martinez; whether the Binational Center has reached out to the California Labor Commissioner's Office regarding the issues that the employees have experienced.

Sarait Martinez stated that the Binational Center has reached out to the California Labor Commissioner's Office; that Odyssey is not meeting the worker's compensation insurance requirements as listed in the Development Agreement between the City and Odyssey; and that the Binational Center wanted to inform the City Council of the issue.

Discussion was held on the comments made by Ms. Martinez, and the role of a labor contractor company.

Nieves Flores stated that her husband does not have a contractor's license and is only a foreman and that they had made Odyssey aware of this; and that she requested verification of income, and that Odyssey would not provide accurate proof so it affected her daughter's eligibility for health insurance.

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

Council Member Riofrio left the chambers at 7:15 p.m. and returned at 7:16 p.m.

Carlos Lopez stated that he served as the foreman for the employees; that he asked Odyssey to pay employees weekly; the last month that they worked, Odyssey would not no pay employee wages; that he does not have a contractor's license, but Odyssey labeled him as a contractor; that he attempted to open business accounts and that he is still owed money by Odyssey to cover expenses related to the issue.

Discussion was held on the comments made by Mr. Lopez; on a meeting that Mayor Pro Tem Lopez held with the Binational Center and some of the Odyssey employees; on the history of the issue; the receipt that the employees were required to sign; the City's role in the matter; the provisions of the Development Agreement between the City and Odyssey, including Odyssey being required to ensure that worker's compensation insurance is paid; potential actions that the City Council can take in regard to the item.

Emilia Hilario commented on Odyssey not paying employee wages and stated that she would like to receive her wages.

Discussion was held on the information provided by Ms. Hilario.

Ofelia Ochoa requested that the City further investigate the matter.

Discussion was held on the City Council being able to table the annual review hearing for the following meeting, and on whether Odyssey can address the issue.

Jon David with Odyssey provided information on how the matter can be resolved, including Mr. Lopez providing Odyssey with an invoice to be paid.

Discussion was held on the comments made by Mr. David, and on both parties resolving the issue.

A motion was made to table the item to the next regular City Council meeting so that Odyssey can provide proof of worker's compensation insurance.

Discussion was held on the item.

Mayor Martinez closed the public hearing at 7:40 p.m.

A motion was made by Council Member Rosales to table the item to the August 22nd regular City Council meeting so that Odyssey can provide proof of worker's compensation insurance to the City, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Alonso).

3. Public hearing and proposed adoption of **Ordinance No. 23-02**, amending Title 15 of the Mendota Municipal Code related to adoption by reference of the 2022 California Building Code and Associated Trade Codes.

Mayor Martinez introduced the item and City Manager Gonzalez provided the report.

At 7:41 p.m. Mayor Martinez opened the public hearing and, seeing no one willing to comment, closed it within the same minute.

A motion was made by Council Member Rosales to waive the second reading of and adopt Ordinance No. 23-02, seconded by Council Member Riofrio; unanimously approved (4 ayes, absent: Alonso).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

Council Member Rosales thanked the members of the audience for their attendance; thanked the City Council and staff for their work; and wished Ramon Gonzalez success with his upcoming drag racing event that was recently held.

Ramon Gonzalez thanked the City Council and City Manager Gonzalez for their help with his drag racing event; stated that he believes that if the event is successful, the community can hold many more drag racing events; and commented on the positive impact that the event will have on the community.

Discussion was held on the comments made by Mr. Gonzalez, and on the logistics for the event.

Michael Plascencia shared his background.

Mayor Martinez commented on scheduling the ribbon cutting event for the all-inclusive playground at Rojas-Pierce Park.

Council Member Rosales left the Council Chambers at 7:49 p.m.

Discussion was held on scheduling the event for September 30th and the City Council directed staff to plan the event; and the status of the City Council addressing regulations related to mobile food vendors.

Mayor Pro Tem Lopez left the Council Chambers at 7:51 p.m. and the meeting was momentarily paused due to a lack of quorum. The meeting resumed at 7:52 p.m.

Ofelia Ochoa asked if the City Council would be implementing security measures for the all-inclusive playground.

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Finance Director
 - a) Grant Update

Finance Director Banda provided an update on ongoing grants and City projects.

Discussion held on update provided by Finance Director Banda, the possibility of providing a grant for local businesses for façade improvements;

2. City Engineer
 - a) Update

City Engineer Osborn provided an update on ongoing projects, including the 2022 Local Street Reconstruction Project; the stormwater improvement project; Fleming and McCabe project.

Discussion was held on the update provided by City Engineer Osborn, including the details of the Mendota Stormwater Improvement Project.

3. City Attorney

Assistant City Attorney Castro provided an update on ongoing projects and stated that he will answer any questions the Council might have.

Discussion was held on addressing regulations related to mobile food vendors, and the City Council's previous direction concerning the noise ordinance.

4. City Manager

City Manager Gonzalez commented on coordinating with the Fresno County Health Department potentially presenting at a future meeting; and reported the upcoming National Night Out event.

Discussion was held on the status of the catholic church project, and the Mendota Stormwater Improvement Project.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Mayor Pro Tem Lopez commented on being a judge for the national night out event; commented on sports physicals being offered by the AMOR Wellness Center; shared that she was proud of the form Odyssey employees attending the meeting to express their concerns; and thanked staff for their work.

Council Member Riofrio commented on modifying regulations related to motorized itinerant vendors; vehicles speeding in the City; and commented on the upcoming drag racing events.

Discussion was held on the drag racing events, and the facility use process.

Council Member Riofrio left the Council Chambers at 8:16 p.m. and the meeting was momentarily paused due to a lack of quorum. The meeting resumed at 8:17 p.m.

2. Mayor

Mayor Martinez thanked the Council and staff for their work; commented on the drag racing event; street projects that have been completed and those that are upcoming; the Pool Park Rehabilitation Project; the proposed Triangle Park; encouraged the community to attend meetings; and the facility use application process.

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 8:20 p.m. by Council Member Riofrio, seconded by Mayor Pro Tem Lopez; unanimously approved (4 ayes, absent: Alonso).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

DRAFT

CITY OF MENDOTA
CASH DISBURSEMENTS
08/02/23 - 08/14/23
CK# 053650 - 053709

Check Date	Check Number	Check Amount	Vendor Name	Department	Description
August 2, 2023	53650	\$ 144,053.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER FOR 07/17/23 - 07/30/23
August 4, 2023	53651	\$ 65,000.00	CHEVROLET BUICK GMC OF SANGER	GENERAL,WATER,SEWER	2023 CHEVY 2500HD SILVERADO VIN#: 1GB2WLE72PF162996
August 4, 2023	53652	\$ 757.15	AT&T	GENERAL	POLICE DEPARTMENT CELL SERVICE FOR 06/12-30/23
August 4, 2023	53653	\$ 11,422.80	BADGER METER	WATER	BEACON SERVICES FOR DECEMBER 2022, JANUARY, FEBRUARY, MARCH, APRIL, MAY 2023
August 4, 2023	53654	\$ 2,414.60	BSK ASSOCIATES	WATER, SEWER	GENERAL EDT TTHM/HAAS QUARTERLY SAMPLES, WW WEEKLY GRAB SAMPLE BOD,TDS 05/09/23, 06/13/23
August 4, 2023	53655	\$ 8,467.04	COOK'S COMMUNICATIONS	GENERAL	(4) KENWOOD RADIO,(8) KENWOOD BATTERIES, (4) ANTENNA, (2) INTERIOR LIGHT, (2) HEADLINER MOUNT KIT, INSTAL (PD)
August 4, 2023	53656	\$ 678.00	DEPARTMENT OF JUSTICE	GENERAL	(4) BLOOD ALCOHOL ANALYSIS, (6) FINGERPRINT APPS, (2)FINGERPRINTS - FBI (PD)
August 4, 2023	53657	\$ 679,104.51	EMMETT VALLEY CONSTRUCTION INC	STREETS	2022 LOCAL STREET RECON PROJECT 05/24/23 - 06/30/23
August 4, 2023	53658	\$ 275.00	INSYARATH, KHAMPHOU	GENERAL	POLICE STATISTICS MONTH OF JUNE 2023 (PD)
August 4, 2023	53659	\$ 1,000.00	NETXPERTS LLC	GENERAL,WATER,SEWER	MONTHLY MANAGED SERVICES TECH SUPPORT JUNE 2023
August 4, 2023	53660	\$ 32,332.97	PG&E	GENERAL,WATER,SEWER, STREETS, AIRPORT	CITYWIDE UTILITIES 06/09/23 - 06/30/23, WATER UTILITIES 06/10/23 - 06/30/23
August 4, 2023	53661	\$ 682.75	PLATT ELETRIC SUPPLY	STREETS	(10) LED SPECIFIER GRADER, (10) 120/277 TWISTS
August 4, 2023	53662	\$ 73,949.99	PROVOST & PRITCHARD	GENERAL,WATER,SEWER, STREETS	PROF SERV: STORMWATER IMPROVEMENT PROJ JUNE 2023, PROF SERV: SAFE ROUTES TO SCHOOL MASTER PLAN JUNE 2023
August 4, 2023	53663	\$ 62.71	ERNEST PACKING SOLUTIONS	GENERAL,WATER,SEWER	(2) CLNR/DEGRSR BATH KABOOM
August 4, 2023	53664	\$ 2,726.37	SEQUOIA BARK SALES	GENERAL	(100) PLAAAYGROUND FIBER CHIPS -PARKS
August 4, 2023	53665	\$ 844.20	HOME DEPOT CREDIT CARD	GENERAL,WATER	LATE CHARGE 07/11/23, (7) 60LBS SAKARETE TYPE S MASONRY,(1) HUSKY 7 TROWLR, (1) 8-PACK INTERGRATED UFO LED
August 4, 2023	53666	\$ 8,559.87	WANGER JONES HELSLEY PC ATTORNEY	GENERAL,WATER,SEWER	LEGAL SERV: CITY ATTORNEY: GENERAL LEGAL SERVICE
August 9, 2023	53667	\$ 350.00	COMMUNITY MEDICAL CENTER	GENERAL	(2) JUNE 2023 LEGAL BLOOD DRAWS (PD)
August 9, 2023	53668	\$ 89,703.50	MID VALLEY DISPOSAL, INC	REFUSE	SANITATION CONTRACT SERVICES FOR JUNE 2023
August 9, 2023	53669	\$ 3,057.86	PROVOST & PRITCHARD	GENERAL	PASSTHRU:21-01- LEFT MENDOTA II ENTITLEMENTS MARCH, APRIL, MAY 2023
August 9, 2023	53670	\$ 289.17	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURTIY SERVICE FOR CH AND DMV 08/13/23 - 09/12/23
August 9, 2023	53671	\$ 49.46	AIRGAS USA, LLC	WATER	(1) RENT CYL IND SMALL CARBON DIOXIDE
August 9, 2023	53672	\$ 5,492.36	AMERITAS GROUP	GENERAL	DENTAL INSURANCE, VISION INSURANCE FOR SEPTEMBER 2023
August 9, 2023	53673	\$ 730.52	ARAMARK	GENERAL,WATER,SEWER	PUBLIC WORKS UNIFORM SERVICE FOR 07/13/23, 07/20/23, 07/27/23, 08/03/23
August 9, 2023	53674	\$ 438.33	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT PHONE SERVICE 07/11/23 - 07/11/2023
August 9, 2023	53675	\$ 2,278.10	BADGER METER	WATER	BEACON SERVICES FOR JULY 2023
August 9, 2023	53676	\$ 784.00	BSK ASSOCIATES	WATER,SEWER	GENERAL EDT MONTHLY 07/06/23, GENERAL EDT WEEKLY TREATMENT&DISTRIBUTION 07/18/23
August 9, 2023	53677	\$ 1,317.41	CALIFORNIA BUSINESS MACHINES	GENERAL,WATER,SEWER	COPIER CONTRACT SERV BASE AUGUST, USAGE JULY 2023
August 9, 2023	53678	\$ 85.00	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR JULY 2023
August 9, 2023	53679	\$ 2,011.20	COMCAST	GENERAL,WATER,SEWER	XFINITY PHONE AND INTERNET SERVICES 08/6/23 - 09/5/23

CITY OF MENDOTA
CASH DISBURSEMENTS
08/02/23 - 08/14/23
CK# 053650 - 053709

August 9, 2023	53680	\$ 420.00	CORRPRO WATERWORKS	WATER	(1)INSPECTION SOUTH TANK, (1) INSPECTION NORTH TANK
August 9, 2023	53681	\$ 300.00	DISCOUNT SHRED	GENERAL	(96) GAL BIN -CERTIFICATE OF DESTRUCTION (PD)
August 9, 2023	53682	\$ 6,148.50	STANTEC CONSULTING SERV.	SEWER	GROUNDWATER SAMPLING AND REPORTING 1ST & 2ND QTR
August 9, 2023	53683	\$ 230.19	EMPLOYEE RELATIONS	WATER, SEWER	(10) CRIMINAL COURT,(10) CRIMINAL SEARCH,(2) ID REPORT
August 9, 2023	53684	\$ 121.67	FASTSIGNS	GENERAL	(1) 30"X60" POLE BANNERS FOR VETERAN BANNERS
August 9, 2023	53685	\$ 15,045.15	FRESNO COUNTY SHERIFF	GENERAL	DISPATCH SERVICES FOR SEPTEMBER 2023, RMS JMS ACCESS FEE - JULY 2023 (PD)
August 9, 2023	53686	\$ 560.00	FRESNO MOBILE RADIO INC.	GENERAL	(36) POLICE DEPARTMENT RADIOS FOR JULY 2023, (4) ADDITIONAL POLICE DEPARTMENT RADIOS JULY 2023
August 9, 2023	53687	\$ 3,319.19	FRESNO COUNTY AUDITOR	GENERAL	CITY'S PORTION OF FRESNO LOCAL AGENCY FORMATION
August 9, 2023	53688	\$ 1,192.22	GUTHRIE PETROLEUM INC.	GENERAL, STREETS	(87.3) UNL GAS (PD), (35) 1 1/35 DELO 85-140, RMP 80-90- ROAD GRADER, (35)1 1/35 DECO 85-140 - ROAD GRADER
August 9, 2023	53689	\$ 550.68	SIMPLOT	WATER, SEWER	(15 GAL) ROUND UP POWERMAX 3
August 9, 2023	53690	\$ 100.00	LORENA MARQUEZ OBEZO	GENERAL	DJ SERVICES FOR NATIONAL NIGHT OUT 2023
August 9, 2023	53691	\$ 50.00	LOS AMADORES	GENERAL	(1) GET WELL SOON ARRANGEMENT
August 9, 2023	53692	\$ 65.00	M.C REPAIRS FULL DIAGNOSTIC	GENERAL	2021 FORD F-250 SUPER DUTY XL OIL CHANGE
August 9, 2023	53693	\$ 274.98	MENDOTA 1 SMOG	GENERAL	2016 FUSION ENERGI SE LUXURY OIL& FILTER CHANGE, 2019 DODGE CHARGER OIL & FILTER CHANGE
August 9, 2023	53694	\$ 4,196.53	MID VALLEY DISPOSAL, INC	REFUSE, STREETS	SERVICES FOR JULY 1-15 FOR CITY YARD
August 9, 2023	53695	\$ 316.42	MUNICIPAL MAINTENANCE EQUIPMENT	STRETS	(2) PARABOLIC MIRROR 12" FOR STREET SWEEPER
August 9, 2023	53696	\$ 1,000.00	NETXPERTS LLC	GENERAL, WATER, SEWER	MONTHLY MANAGED SERVICE CONTRACT- AUGUST 2023
August 9, 2023	53697	\$ 400.00	CARLOS NUNEZ JR.	GENERAL	PHOTOBOOTH AND ROBOT FOR NATIONAL NIGHT OUT 8/9/23
August 9, 2023	53698	\$ 6,465.61	PG&E	GENERAL,WATER,SEWER, STREET, AIRPORT	CITYWIDE UTILITIES 07/01/23 - 07/09/23
August 9, 2023	53699	\$ 108.00	PURL'S SHEETMETAL & AIR	GENERAL	(1) DIAGNOSTIC VIA COMMUNICATION EDD NEEDS FILTERS
August 9, 2023	53700	\$ 3,120.78	QUINN COMPANY	WATER, SEWER, STRETS	GENERATOR PERFORMANCE SERVICES- CUMMINS E080185577, ONAN K990018814,ONAN J040700262.GENERAC 2106256
August 9, 2023	53701	\$ 5,703.36	RAMON'S TIRE & AUTO	GENERAL, WATER, SEWER, STREETS	ROAD GRADER #53: O-RING, TIRE REPAIR LOCK TYPE, J.D LOUDER 544 # 65:TIRE DISMOUNT / MOUNT LOCK
August 9, 2023	53702	\$ 5,168.80	BANKCARD CENTER	GENERAL, WATER, SEWER, REFUSE	ADOBE, AMAZON, CHEWY.COM, SWANK MOTION PICTURES, FOOD CENTER, SUBWAY, FOREVER STUDIOS, FEDEX, PIZZA FACTORY
August 9, 2023	53703	\$ 270.00	THE BUSINESS JOURNAL	GENERAL	RFP SALE OF PROPERTY 10 ACRES
August 9, 2023	53704	\$ 2,400.00	THE WATER CONNECTION	WATER	(48) BACKFLOW WATER SERVICES TESTED
August 9, 2023	53705	\$ 671.73	UNITED RENTALS (NORTH AMERICA)	GENERAL,WATER, SEWER	FORKLIFT WHOLESALE RENTAL FOR 7 DAYS
August 9, 2023	53706	\$ 268.98	USA BLUEBOOK	WATER	(3) FREE CHLORINE REAGENT SET FOR HACH
August 9, 2023	53707	\$ 1,191.70	VULCAN MATERIALS COMPANY	STREETS	(QTY 11.16) ST 3/8 SC3000 ENVIRONMENTAL AGG & ASPHALT
August 9, 2023	53708	\$ 15,890.22	WANGER JONES HELSLEY PC ATTORNEY	GENERAL,WATER, SEWER	PROF SERV: CITY ATTORNEY: GENERAL LEGAL SERV, LEGAL SERV: CITY ATTORNEY:SPECIAL LEGAL SERV
August 14, 2023	53709	\$ 13,477.78	EMPLOYER DRIVEN INSURANCE SERVICE	GENERAL	COVERAGE FOR SEPTEMBER 2023, CLAIMS PAID FOR JULY 2023

\$ 1,227,945.36



CITY OF MENDOTA

"Cantaloupe Center Of The World"

To whom it may concern,

I am writing to express my enthusiastic support for the Higher Education For All (HEFA) organization and its dedicated team. The transformative impact HEFA has had on the youth and young adults of our beloved city of Mendota is truly commendable, and it is with great pride that I endorse their application for a grant.

HEFA's unwavering commitment to closing the education gaps that have long plagued students from low-income communities aligns perfectly with our shared vision for the future of Mendota. As a city nestled within the heart of California's San Joaquin Valley, we understand the unique challenges faced by our residents due to the agribusiness economic model dominating our region. These challenges have perpetuated a cycle of poverty that has adversely affected the educational prospects of our youth, from kindergarten through college.

The establishment of HEFA has been a beacon of hope for our community, particularly our Hispanic families. By facilitating easy access to dual enrollment and adult education programs, such as offering free GED's to our residents, paid for by their caring board members. HEFA has proven its dedication to breaking down the barriers that hinder educational attainment among our most vulnerable populations. Their tireless efforts have not only provided equitable access to quality education resources but have also empowered our families to make informed decisions about their educational pathways.

The impact of HEFA is felt daily within our city, as it has become a catalyst for positive change and a source of inspiration for our youth and young adults. Their commitment to transparency, fairness, and simplifying the complex educational process has not only increased enrollment but has also nurtured a culture of academic aspiration that had previously been stifled by limited resources and opportunities.

As Mayor of Mendota, I am immensely proud to endorse Higher Education For All's application for a grant. The support of an organization as esteemed and community oriented as yours would undoubtedly propel HEFA's mission to even greater heights, allowing them to reach more students and families in need.

Thank you for considering this request. Together, we can ensure that the young minds of Mendota are equipped with the tools and opportunities they need to break free from the cycle of poverty and create a brighter future for themselves and our community as a whole.

Sincerely,

Victor Martinez
Mayor, City of Mendota



CITY OF MENDOTA

"Cantaloupe Center Of The World"

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Sincerely,

Victor Martinez
Mayor, City of Mendota



CITY OF MENDOTA

"Cantaloupe Center Of The World"

August 14, 2023

Mr. Shailen Bhatt, Administrator
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

Subject: Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) Program

Dear Mr. Bhatt,

I am writing to express my strong support for the PROTECT grant application submitted by Fresno County. The recent storms in our rural area have caused significant flooding and our residents are anxious for solutions.

The City of Mendota is a disadvantaged, rural community in western Fresno County, CA. The population is largely made up of farm workers and families with income well below the Median Household Income of \$55,000. Belmont Avenue is a major corridor for Mendota and the surrounding communities, including the City of Fresno. Not only do residents rely on these corridors for access to services, but they're crucial routes for trucking and farm vehicles as well. Every year during the rainy season, much of Belmont Avenue becomes flooded, which results in road closures and disruptions to trucking and access to essential services. A study that identifies strategies to reduce the amount of flooding every year would help improve the resilience of the surrounding area and make a significant difference in the safety of drivers, not only on Belmont Avenue but in the surrounding area as well.

I urge you to approve the PROTECT grant application. Fresno County has a deep understanding of rural transportation issues, and they are passionate about making a real difference in the lives of the families living in disadvantaged communities in the County.

Sincerely,

Victor Martinez, Mayor
City of Mendota



CITY OF MENDOTA

"Cantaloupe Center Of The World"

NOTICE OF DEVELOPMENT AGREEMENT ANNUAL REVIEW HEARING Government Code § 65865.1

VIA U.S. MAIL and E-MAIL:

Odyssey Agricultural Development LLC
2222 E Olympic Boulevard
Los Angeles, CA 90021
Attn: Alex Freedman, President
alex@traditional.com

Weinberg Gonsler LLP
10866 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90024
Attn: Russell Greenman, Esq.

Re: **Annual Review of Development Agreement, Mendota California
Odyssey Agricultural Development, LLC**

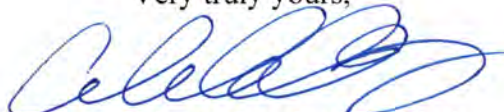
To Whom It May Concern:

On Tuesday, August 8, 2023, at 6:00 p.m., the City of Mendota shall host an annual review hearing to determine the extent of your good faith, substantial compliance with the Development Agreement dated March 26, 2021, between you and the City of Mendota (the "Hearing"). This annual review hearing is scheduled pursuant to Government Code section 65865.1 and Section 8.2 of the Development Agreement. During the Hearing, you shall be permitted an opportunity to be heard orally or in writing regarding your performance under the Development Agreement.

Pursuant to Section 8.2 of the Development Agreement, the City of Mendota has enclosed copies of documents related to your performance over the past year.

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

Very truly yours,



Celeste Cabrera-Garcia, City Clerk

Dated: July 28, 2023

49



2021-0078341

FRESNO County Recorder
Paul Dictos, CPA

Wednesday, May 12, 2021 11:32:09 AM

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

City of Mendota
643 Quince Street
Mendota, California 93640
Attn: Cristian Gonzalez

Titles: 1	Pages: 43
Fees:	\$0.00
CA SB2 Fee:	\$0.00
Taxes:	\$0.00
Total:	\$0.00
CITY OF MENDOTA	

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

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 26th day of March, 2021, by and between the **CITY OF MENDOTA**, a municipal corporation of the State of California ("City"), **ODYSSEY AGRICULTURAL DEVELOPMENT, LLC**, a California limited liability company ("Developer"), **ODYSSEY AGRICULTURAL HOLDINGS, LLC**, a California limited liability company ("OAH"), and **VALLEY AGRICULTURAL HOLDINGS, LLC**, a California limited liability company ("VA"). City, Developer, OAH, or VA may be referred to herein individually as a "Party" or collectively as the "Parties." There are no other parties to this Agreement.

RECITALS

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

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

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

D. Government Code section 65865 requires an applicant for a development agreement to hold a legal or equitable interest in the real property that is the subject of the development agreement. On or about October 22, 2019 the City and VA entered into that certain Purchase and Sale Agreement to purchase that certain real property located approximately one-quarter mile east of W. Belmont Avenue, and approximately one-half mile north of Guillan Park Drive, in the City of Mendota, County of Fresno, State of California, Assessor's Parcel Number 013-030-68ST (the "Site"), as more particularly described in the legal descriptions attached hereto as **Exhibit A** and depicted on the Site Map attached hereto as **Exhibit B**.

E. The members of VA determined that it would be in their respective best interests to cause VA to assign the right to purchase the Site under the Purchase and Sale Agreement to two single-purpose entities: (1) OAH; and (2) **BOCA DEL RIO HOLDINGS, LLC** ("BDR"). On January 26, 2021, the City Council of the City of Mendota approved a third amendment to the Purchase and Sale Agreement, permitting VA to assign its right to purchase the Property to BDR and OAH. VA has assigned its interest in approximately thirty-five (35) acres of the Property to OAH.

F. Prior to close of escrow on Developer's purchase of the Property, Developer shall submit an application to the City to subdivide the Property into two (2) separate legal parcels, with the first parcel being sixty percent (60%) of the Property, or approximately thirty-five (35) acres (to be operated by Developer, OAH, and/or VA), and the second parcel being forty percent (40%) of the Property, or approximately twenty-four (24) acres (to be operated by **BOCA DEL RIO AGRICULTURE, LLC**, a California limited liability company; BDR; and/or VA).

G. Developer, OAH, and/or VA proposes to improve, develop, and use the Property as a guard-gated and secure Cannabis Facility for cultivation, manufacturing, and distribution of Cannabis and Cannabis Products, as defined in Section 1.4 of this Agreement, in strict accordance with California Cannabis Laws, as defined in Section 1.4 of this Agreement, as they may be amended from time to time, and the Municipal Code of the City of Mendota as it existed on the Effective Date (the "Project"). Developer, OAH, and/or VA intend to develop the Project in two distinct phases, specifically: (1) the first phase of the Project will consist of land development and the construction of "Outdoor and Mixed Light Cultivation" structures as defined in Section 1.4 of this agreement, located in various areas throughout the Site ("Phase I"), and (2) the second phase of the Project may consist of the construction of a "headhouse" used for the processing of harvested cannabis, administrative offices, employee breakroom(s), restrooms, and other ancillary Project needs ("Phase 2").

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

I. On September 12, 2017, the City Council of Mendota ("City Council") adopted Ordinance No. 17-13, creating the Commercial Cannabis Overlay District and establishing zoning limitations and requirements for all cannabis businesses located therein, including the proposed

cannabis facility to be located at the Site.

J. On June 11, 2019, the City Council adopted Ordinance No. 19-06, establishing additional requirements for the operation and entitlement of commercial cannabis businesses operating within the City.

K. Prior to the City's adoption of Ordinance No. 19-06, VA submitted a request to the City for consideration of a development agreement for the Project pursuant to the requirements of Chapter 17.99 of the Mendota Municipal Code.

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

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

N. On December 29, 2021, after a duly noticed and held meeting in accordance with Government Code § 65867, the City's Planning Commission voted to recommend approval of VA's application for a development agreement for the Project.

O. On January 12, 2021, the City Council, in a duly noticed public hearing, introduced and conducted the first reading of Ordinance No. 21-XX, an Ordinance to Approve a Development Agreement by and Between the City of Mendota and Valley Agricultural Holdings, LLC.

P. Pursuant to Government Code section 65867.5, on January 26, 2021, the City Council reviewed, considered, adopted, and entered into this Agreement pursuant to Ordinance No. 21-XX. ⁰²

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

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

S. The Parties intend through this Agreement to allow Developer, OAH, and/or VA to develop and manage the Project in accordance with the terms of this Agreement.

T. The City Council has determined that this Agreement is consistent with City's General Plan and have conducted all necessary proceedings in accordance with City's Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are

hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

ARTICLE 1

GENERAL PROVISIONS

Section 1.1. Findings. City hereby finds and determines that entering into this Agreement furthers the public health, safety, and general welfare and is consistent with City’s General Plan, including all text and maps in the General Plan.

Section 1.2. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Agreement. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 10 of this Agreement, the provisions of Articles 1 through 10 shall prevail.

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

<u>Designation</u>	<u>Description</u>
Exhibit A	Legal Description (Entire Site)
Exhibit B	Site Map (Entire Site)
Exhibit C	Legal Description (Developer/OAH/VA Parcel)
Exhibit D	Site Map (Developer/OAH/VA Parcel)
Exhibit E	Notice of Non-performance Late Fee
Exhibit F	Notice of Termination
Exhibit G	Assignment and Assumption Agreement

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

- (a) “Additional Insureds” has the meaning set forth in Section 6.1.
- (b) “Additional License” means a state license to operate a cannabis business pursuant to the California Cannabis Laws that is not an Authorized License.
- (c) “Adult-Use Cannabis” means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by adults 21 years of age or over in California pursuant to the California Cannabis Laws.
- (d) “Agreement” means this Development Agreement, inclusive of all Exhibits attached hereto.
- (e) “Application” means the application for a development agreement submitted by

Developer to the City.

- (f) “Assignment and Assumption Agreement” has the meaning set forth in Section 10.1.
- (g) “AUMA” means the Adult Use of Marijuana Act (Proposition 64) approved by California voters on November 8, 2016.
- (h) “Authorized License” has the meaning set forth in Section 2.3.
- (i) “Bureau” means the Bureau of Cannabis Control within the Department of Consumer Affairs, formerly named the Bureau of Marijuana Control, the Bureau of Medical Cannabis Regulation, and the Bureau of Medical Marijuana Regulation.
- (j) “California Building Standards Codes” means the California Building Code, as amended from time to time, in Part 2, Volumes 1 and 2, as part of Title 24 of the California Code of Regulations, as may be adopted by the Mendota Municipal Code.
- (k) “California Cannabis Laws” includes AUMA, MAUCRSA, CUA, the Medical Marijuana Program Act of 2004 codified as Health and Safety Code sections 11362.7 through 11.62.83, and any other applicable state laws that may be enacted or approved.
- (l) “Cannabis” means all parts of the plant *Cannabis sativa* Linnaeus, *Cannabis indica*, or *Cannabis ruderalis*, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. “Cannabis” also means the separated resin, whether crude or purified, obtained from cannabis. “Cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this division, “cannabis” does not mean “industrial hemp” as defined by Section 11018.5 of the Health and Safety Code. Cannabis and the term “marijuana” may be used interchangeably.
- (m) “Cannabis Business” means a cannabis business operating pursuant to an Authorized License.
- (n) “Cannabis Product” means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients.
- (o) “CEQA” means the California Environmental Quality Act, as set forth in Division 13 (Commencing with Section 21000) of the California Public Resources Code, and the CEQA Guidelines as set forth in Title 14 (Commencing with Section 15000) of the California Code of Regulations.
- (p) “City” means the City of Mendota, a municipal corporation having general police

powers.

- (q) “City Council” means the City of Mendota City Council.
- (r) “City Manager” means the City Manager of the City of Mendota, or his or her designee.
- (s) “Charged Party” has the meaning set forth in Section 8.1.
- (t) “Charging Party” has the meaning set forth in Section 8.1.
- (u) “Commercial Cannabis Activity” means to cultivate, manufacture, distribute, or test a cannabis product provided for by Division 10 (commencing with Section 26000) of the Business and Professions Code.
- (v) “Conditional Use Permit” means a conditional use permit for the Project issued by the City pursuant to Mendota Municipal Code Chapter 17.08.050.
- (w) “Contribution Payment” has the meaning set forth in Section 4.2.
- (x) “CUA” means the Compassionate Use Act (Proposition 215) approved by California voters on November 5, 1996.
- (y) “Developer” means Odyssey Agricultural Development LLC and its assignees or successors as allowed herein. Developer also has the meaning set forth in Section 6.1.
- (z) “Developed Portions of the Property” means the designated structure or structures and land specified in the development agreement application that is owned, leased, or otherwise held under the control of Developer, OAH, and/or VA.
- (aa) “Development Agreement Statute” has the meaning set forth in Recital H.
- (bb) “Exhibits” has the meaning set forth in Section 1.3.
- (cc) “Gross Receipts” shall mean total revenue received or receivable by the Developer, OAH, and/or VA from any Commercial Cannabis Activity on the Property or from operation of the Project on the Property, including: all sales; the total amount of compensation received or receivable for the performance of any act or service, of whatever nature it may be, for which a charge is made or credit whether or not such act or service is done as part of or in connection with the sale of materials, goods, wares, or merchandise; and gains realized from trading in stocks or bonds, interest discounts, rents, royalties, fees, commissions, dividends, or other remunerations, however designated. Included in "Gross Receipts" shall be all receipts, cash, credits, and property of any kind or nature, without any deduction therefrom on account of the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever, except that the following shall be excluded therefrom:

- (1) Cash discounts allowed and taken on Commercial Cannabis Activity sale;

- (2) Any tax required by law to be included in or added to the purchase price of Commercial Cannabis Activity and collected from the consumer or purchaser;
- (3) Such part of the sale price of property returned by purchasers in any Commercial Cannabis Activity upon rescission of a contract of sale as is refunded either in cash or by credit; and
- (4) Receipts of refundable deposits in any Commercial Cannabis Activity, except that such deposits when forfeited and taken into income of the business shall not be excluded.

The intent of this definition is to ensure that in calculating the payments required under Section 17.99.070(A) of the Mendota Municipal Code, all sales related to Commercial Cannabis Activity or any other cannabis and cannabis products at the Property or through the Project are captured. This definition shall therefore be given the broadest possible interpretation consistent with this intent.

(dd) “Indoor Cultivation” means a Type 1A, Type 2A, Type 3A, and Type 5A license classifications, as set forth in Business and Professions code sections 26061(a)(2), 26061(a)(6), 26061(a)(9), and 26061(b)(2).

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

(ff) “Marijuana” has the same meaning as cannabis and those terms may be used interchangeably.

(gg) “MAUCRSA” means the Medicinal and Adult-Use Cannabis Regulation and Safety Act, codified as Business and Professions Code section 26000 *et seq.*

(hh) “MCRSA” has the meaning set forth in Recital A.

(ii) “Ministerial Fee” or “Ministerial Fees” have the meanings set forth in Section 4.1.

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

(kk) “Mixed-Light Cultivation” means a Type 1B, Type 2B, Type 3B, and Type 5B license classifications, as set forth in Business and Professions code sections 26061(a)(3), 26061(a)(7), 26061(a)(10), and 26061(b)(3).

(ll) “Mortgage” has the meaning set forth in Article 7.

(mm) “Non-Performance Late Fee” has the meaning set forth in Section 4.3.

(nn) “Notice of Non-Performance Late Fee” has the meaning set forth in Section 4.3.

- (oo) “Notice of Termination” has the meaning set forth in Section 9.1.
- (pp) “Processing Costs” has the meaning set forth in Section 1.11.
- (qq) “Project” has the meaning set forth in Recital G.
- (rr) “Project Litigation” has the meaning set forth in Section 10.6.
- (ss) “Public Benefit Fee” has the meaning set forth in Section 4.2.
- (tt) “Outdoor Cultivation” means Type 1, Type 2, Type 3, and Type 5 license classifications, as set forth in Business and Professions code sections 26061(a)(1), 26061 (a)(5), 26061 (a)(8), and 26061(b)(1)
- (uu) “Site” has the meaning set forth in Recital D.
- (vv) “State Cannabis Manufacturing Regulations” means the regulations related to cannabis manufacturing issued by a State Licensing Authority in accordance with Chapter 13 (commencing with Section 26130) of Division 10 of the Business and Professions Code, which may be amended from time to time.
- (ww) “State Licensing Authority” means the state agency responsible for the issuance, renewal, or reinstatement of a state cannabis license, or the state agency authorized to take disciplinary action against a business licensed under the California Cannabis Laws.
- (xx) “State Taxing Authority” has the meaning set forth in Section 4.2.
- (yy) “Subsequent City Approvals” has the meaning set forth in Section 3.1.
- (zz) “Term” has the meaning described in Section 1.7.

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

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

Section 1.7. Term. The “Term” of this Agreement is twenty (20) years from the Effective Date, unless terminated or extended earlier, as set forth in this Agreement.

(a) **Government Tolling or Termination.** City may provide written notice to Developer, OAH, and/or VA to cease all Commercial Cannabis Activity, upon which Developer, OAH, and/or VA shall immediately comply, only if City is specifically required to comply with

federal or state law and such federal or state law requires cessation of Cannabis Cultivation Activities. If City temporarily halts this Agreement to comply with federal or state law, this Agreement shall be tolled for an equivalent period of time (the "Tolling Period"). Developer, OAH, and/or VA shall not accrue or be liable to City for any Ministerial Fees or Public Benefit Amount during the Tolling Period. Developer, OAH, and/or VA shall resume paying any applicable fees after the Tolling Period ends. City and Developer, OAH, and/or VA shall discuss in good faith the termination of this Agreement if the Tolling Period exceeds one (1) calendar year.

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

(c) Developer/OAH/VA Termination. Developer, OAH, and/or VA may provide written notice to City of intent to cease all Commercial Cannabis Activity, if Developer, OAH, and/or VA are required, directed, or believes, in their sole and absolute discretion, they must temporarily halt or terminate Commercial Cannabis Activity. In such an event, Developer's, OAH's, and/or VA's obligations under this Agreement shall terminate. Any resumption of Commercial Cannabis Activity shall be subject to approval by the City Manager.

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

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

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

Section 1.11. Funding Agreement for Processing Costs. Developer has deposited fifteen thousand dollars (\$15,000) with City to pay for the Application, all actual fees and expenses incurred by City that are related to the preparation, processing and annual review of this Agreement, including recording fees, publishing fees, staff time, consultant and attorney fees and costs (collectively, "Processing Costs"). The Processing Costs are refundable solely to the extent of non-expended Processing Costs. Developer shall be entitled to a refund of available Processing Costs only after City determines all financial obligations associated with the Project have been received and paid by City.

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

(b) **Accounting.** Developer may request, and City shall issue within two (2) weeks, an accounting and written acknowledgement of Processing Costs paid to City.

**ARTICLE 2
DEVELOPMENT OF PROPERTY**

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

Section 2.2. Vested Right to Develop. In accordance with Section 2.1, Developer, OAH, and/or VA shall have the vested right to develop and use the Project consistent with this Agreement, the existing City regulations and codes, the Conditional Use Permit, and Subsequent City Approvals. Developer, OAH, and VA hereby acknowledge and agree that a condition of approval for the Conditional Use Permit will be that this Agreement remain in full force and effect for the duration of the Term and that any assignment or transfer of Developer's, OAH's, and/or VA's interests under this Agreement may be made only with the City's consent in accordance with Section 10.1 herein.

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

License Description	State License Type(s)
Cultivation Indoor	1A/2A/3A/5A
Mixed Light Cultivation	1B/2B/3B/5B
Outdoor Cultivation	1/2/3/5
Cultivation Nursery	4
Manufacturing 1	6
Manufacturing 2	7
Laboratory Testing	8
Distribution	11
Transportation	12
Cultivation Processor	C-P

Developer, OAH, and/or VA or their tenants or assignees shall be permitted to use the Site consistent

with the Authorized License for the Term of this Agreement and during the time Developer, OAH, and/or VA, or their tenants or assignees, are applying for the Authorized License with the applicable State Licensing Authority. Notwithstanding the foregoing, Developer, OAH, and/or VA, or their tenants or assignees, are required to apply for and obtain the Authorized License from the State of California. If the State Licensing Authority does not grant the Authorized License to Developer, OAH, and/or VA, or their tenants or assignees, Developer, OAH, and/or VA, or their tenants or assignees, shall immediately cease Commercial Cannabis Activity on the Site. Developer and/or OAH, or their tenants or assignees, shall also, within ten (10) calendar days of receiving notice from the State Licensing Authority, notify City of the State Licensing Authority's denial or rejection of any license. If the Authorized License is not granted by the State of California, Developer, OAH, and/or VA, or their tenants or assignees, shall immediately cease operations. In this situation, this Agreement shall terminate immediately. The Parties intend for this Agreement and the Conditional Use Permit to serve as the definitive and controlling documents for all subsequent actions, discretionary or ministerial, relating to development of the Site and Project.

Section 2.4. Major Amendment to Permitted Uses. Developer, OAH, and/or VA may request to add one or more of the license types then authorized by the California Cannabis Laws to the Authorized License. If City Council allows any Additional Licenses, City Council shall make a finding of whether Developer's, OAH's, and/or VA's, or their tenants' or assignees', Additional Authorized Licenses will have any additional impact on City neighborhoods, infrastructure, or services. Developer, OAH, and/or VA shall be required to compensate City for all additional impacts on City infrastructure or services associated with any Additional Licenses and the Public Benefit Fee amount shall be revised accordingly. This process shall be a Major Amendment to this Agreement.

Section 2.5. Development Permit. By entering into this Agreement, City understands and acknowledges that prior to Developer, OAH, and/or VA commencing any development or construction activities on the Site, or the operation of any Commercial Cannabis Activity on the Site, Developer, OAH, and/or VA are required to obtain from the City a Conditional Use Permit and any applicable Subsequent City Approvals. Developer, OAH, and/or VA shall be required to comply with all provisions of the Mendota Municipal Code and any other City rules and administrative guidelines associated with implementation of the Commercial Cannabis Overlay District. Nothing in this Agreement shall be construed as limiting the ability of City to amend the Mendota Municipal Code or issue rules or administrative guidelines associated with implementation of the Commercial Cannabis Overlay District or Developer's, OAH's, and VA's obligation to strictly comply with the same.

Section 2.6. Subsequent Entitlements, Approvals, and Permits. Successful implementation of the Project shall require Developer, OAH, and/or VA to obtain additional approvals and permits from City and other local and state agencies. City shall comply with CEQA in the administration of all Subsequent City Approvals. In acting upon any Subsequent City Approvals, City's exercise of discretion and permit authority shall conform to this Agreement. Notwithstanding the foregoing, in the course of taking action on the Subsequent City Approvals, City will exercise discretion in adopting mitigation measures as part of the Conditional Use Permit. Any entitlements and/or development standards required by the City that are not contemplated in the Conditional Use Permit shall, to the extent practicable, be consistent with the County of Fresno's development standards for "Exclusive Agricultural" uses as set forth in the Fresno County Ordinance Code - Division 6, Zoning Ordinance. The exercise of this discretion is not prohibited by this Agreement, but the exercise of

that discretion must be reasonable and consistent with this Agreement. Nothing in this Agreement shall preclude the evaluation of impacts or consideration of mitigation measures or alternatives, as required by CEQA.

Section 2.7. No Commitment to Project Approval. Developer, OAH, and VA understand and acknowledge that City shall be under no obligation whatsoever to approve or to issue to Developer, OAH, or VA any development entitlement, including, but not limited to, a Conditional Use Permit or any applicable Subsequent City Approvals, related to Developer's, OAH's, and/or VA's development or construction activities on the Site, or the operation of any Commercial Cannabis Activity on the Site. City will conduct environmental review of the relevant activity or activities in accordance with the requirements of CEQA prior to granting any approval associated with the Development Entitlements. Developer, OAH, and VA acknowledge and agree that, in accordance with Seller's obligations under CEQA, City may, after conducting appropriate environmental review, decide not to approve some or all of the required development entitlements, or may approve some or all of the development entitlements subject to conditions. The Parties expressly intend that nothing in this Agreement shall be interpreted as a commitment by City to grant any development entitlements to Developer, OAH, or VA prior to City's completion of appropriate environmental review in accordance with CEQA, or as an abrogation of the City's obligation to exercise its independent judgement in deciding whether to grant any development entitlement or whether to impose conditions on any development entitlement.

Section 2.8. Initiatives and Referenda. If any City ordinance, rule, or regulation, or addition to the Mendota Municipal Code is enacted or imposed by a citizen-sponsored initiative or referendum after the Effective Date that would conflict with this Agreement, an associated Conditional Use Permit, Subsequent City Approvals, or reduce the development rights or assurances provided to Developer, OAH, and VA in this Agreement, such Mendota Municipal Code changes shall not be applied to the Site or Project; provided, however, the Parties acknowledge that City's approval of this Agreement is a legislative action subject to referendum. City shall cooperate with Developer, OAH, and/or VA and shall undertake such reasonable actions as may be appropriate to ensure this Agreement remains in full force and effect and is implemented in accordance with its terms to the fullest extent permitted by state or federal law.

Section 2.9. Regulation by Other Government Entities. Developer, OAH, and VA acknowledge that City does not have authority or jurisdiction over any other government entities' ability to grant governmental approvals or permits or to impose a moratorium or other limitations that may negatively affect the Project or the ability of City to issue a permit to Developer, OAH, and VA or comply with the terms of this Agreement. Any moratorium imposed by another government entity, including the State Licensing Authority, on City shall not cause City to be in breach of this Agreement.

Section 2.10. Developer's Right to Rebuild. Developer, OAH, and/or VA may renovate portions of the Site or the OAH Parcel any time within the Term of this Agreement consistent with the Mendota Municipal Code. Any such renovation or rebuild shall be subject to all design, building code, and other requirements imposed on the Project by this Agreement.

Section 2.11. Changes in California Building Standards Codes. Notwithstanding any provision of this Agreement to the contrary, development of the Project shall be subject to changes occurring

from time to time to the California Building Standards Codes.

Section 2.12. Changes Mandated by Federal or State Law. The Site and Project shall be subject to subsequently enacted state or federal laws or regulations that may preempt the Mendota Municipal Code, or mandate the adoption or amendment of local regulations, or are in conflict with this Agreement or local rules or guidelines associated with the Commercial Cannabis Overlay District. As provided in Section 65869.5 of the Development Agreement Statute, in the event state or federal laws or regulations enacted after the Effective Date prevent or preclude compliance with one or more provisions of this Agreement, such provisions shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations. Upon discovery of a subsequently enacted federal or state law meeting the requirements of this Section, City, Developer, OAH, and/or VA shall provide the other Parties with written notice of the state or federal law or regulation, and a written statement of the conflicts thereby raised with the provisions of the Mendota Municipal Code or this Agreement. Promptly thereafter, City, Developer, OAH, and/or VA shall meet and confer in good faith in a reasonable attempt to modify this Agreement, as necessary, to comply with such federal or state law or regulation provided City shall not be obligated to agree to any modification materially increasing its obligations or materially adversely affecting its rights and benefits hereunder. In such discussions, City, Developer, OAH, and/or VA will attempt to preserve the terms of this Agreement and the rights of Developer, OAH, and VA derived from this Agreement to the maximum feasible extent while resolving the conflict. If City, in its judgment, determines it necessary to modify this Agreement to address such conflict, City shall have the right and responsibility to do so, and shall not have any liability to Developer, OAH, and/or VA for doing so or be considered in breach or default of this Agreement. City also agrees to process, in accordance with the provisions of this Agreement, Developer's, OAH's, or VA's proposed changes to the Project that are necessary to comply with such federal or state law and that such proposed changes shall be conclusively deemed to be consistent with this Agreement without further need for any amendment to this Agreement.

Section 2.13. Health and Safety Emergencies. In the event that any future public health and safety emergencies arise with respect to the development contemplated by this Agreement, City agrees that it shall attempt, if reasonably possible as determined by City in its discretion, to address such emergency in a way that does not have a material adverse impact on the Project. If City determines, in its discretion, that it is not reasonably possible to so address such health and safety emergency so as to not have a material adverse impact on the Project, to select that option for addressing the situation which, in City's discretion, minimizes, so far as reasonably possible, the impact on development and use of the Project in accordance with this Agreement, while still addressing such health and safety emergency in a manner acceptable to City.

ARTICLE 3 ENTITLEMENT AND PERMIT PROCESSING, INSPECTIONS

Section 3.1. Subsequent City Approvals. City has the authority to permit the development, construction, and conditionally permitted use contemplated in this Agreement. City agrees to timely review, pursuant to the terms of this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and applicable law, any Subsequent City Approvals reasonably necessary to complete the goals, objectives, policies, standards, and plans described in this Agreement. Subsequent City Approvals include any applications, permits, and approvals required to complete the improvements necessary to develop the Site, in general accordance with this Agreement ("Subsequent City Approvals"). Nothing herein shall require City to provide Developer, OAH,

and/or VA with Subsequent City Approvals prior to, or without complying with, all of the requirements in this Agreement, the Mendota Municipal Code as it existed on the Effective Date, and any applicable law.

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

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

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

ARTICLE 4 PUBLIC BENEFIT, PROCESSING, AND OVERSIGHT

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

Section 4.2. Public Benefit.

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

(1) A one-time Public Contribution Payment in the amount of ONE HUNDRED AND TWENTY THOUSAND DOLLARS (\$120,000) (the "Contribution Payment") within thirty (30) days of Developer, OAH, and/or VA closing escrow on that certain Purchase and Sale Agreement and Joint Escrow Instructions entered into by and between Developer, OAH, VA, and City on or

about October 22, 2019, and thereby, Developer, OAH, and/or VA obtaining fee title interest to the Property. City acknowledges that Developer's, OAH's, and/or VA's obligation to remit the Contribution Payment to the City, or any portion thereof, is strictly conditioned on (a) the Agreement having obtained final City approval, (b) Developer having obtained the Conditional Use Permit as discussed in Section 2.5 above, (c) Developer having obtained any and all "Subsequent Entitlements, Approvals, and Permits" as discussed in Section 2.6 above, and (d) Developer having obtained any and all "Subsequent City Approvals" as discussed in Section 3.1 above.

(2) As described in Section 17.99.070 of the Mendota Municipal Code, an annual "Public Benefit Fee" in the greatest amount of the following, as applicable:

(i) FIVE DOLLARS (\$5.00) per square foot for so long as the Developed Portions of the Property are less than two hundred thousand (200,000) square feet; or

(ii) FOUR DOLLARS (\$4.00) per square foot for so long as the Developed Portions of the Property are between two hundred thousand (200,000) square feet and four hundred ninety-nine, nine hundred ninety-nine thousand (499,999) square feet; or

(iii) For so long as the Developed Portions of the Property are five hundred thousand (500,000) square feet or greater, the greater amount of the following:

(a) SIX HUNDRED THOUSAND DOLLARS (\$600,000); or

(b) Four percent (4%) of the Project's annual Gross Receipts, as defined in Section 1.4.

To the extent that Section 4.2(a)(2) is applicable for the calculation of the Public Benefit Fee, said fee will be adjusted pursuant to the Consumer Price Index for the Fresno/Clovis metropolitan area (All Urban Consumers) published by the United States Department of Labor, Bureau of Labor and Statistics ("Index"). The adjustment shall be made based on the first Index published in the year for which the Public Benefit Fee is paid and shall be subject to a maximum increase of 2% in any given year.

(3) The annual Public Benefit Fee described in Section 4.2, above, shall be paid in quarterly installments on the first (1st) business day of every third (3rd) month ("Quarterly Payment").

(b) Developer, OAH, and/or VA shall remit the Contribution Payment and the Public Benefit Fee as applicable, to City as described in subdivisions (a.1), (a.2), and (a.3) of this Section. Failure to remit the Contribution Payment and Public Benefit Fee, as applicable, is a material breach of this Agreement and shall be sufficient grounds for revocation of all entitlements associated with the Project. For purposes of clarity and avoidance of doubt, the Parties agree and acknowledge that Developer's, OAH's, and/or VA's obligation to commence making the Public Benefit Fee payment to the City shall commence on the first day of Project operation when the first crop is planted and not prior to that date.

Section 4.3. Reporting. Developer, OAH, and/or VA shall provide City with copies of any reports

provided to a State Licensing Authority or a State Taxing Authority within forty-five (45) calendar days of that submission. Failure or refusal of Developer, OAH, and/or VA to (a) provide any such report to City, State Licensing Authority, or the State Taxing Authority within the time required by that entity, or (b) pay the Public Benefit Amount or amount due to a State Licensing Authority or State Taxing Authority when the same are due and payable, shall constitute full and sufficient grounds for the revocation or suspension of the Conditional Use Permit and all entitlements associated with the Project.

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

Section 4.5. Late Fee. Developer, OAH, and VA acknowledge that, to ensure proper compliance with the terms of this Agreement and any applicable laws, City must engage in costly compliance review, inspections, and, if necessary, enforcement actions to protect the health, safety, and welfare of its residents. Liquidated damages and interest provisions are necessary to assist City in compliance review and enforcement actions. If Developer, OAH, or VA fail to make any payment when due as required by this Agreement, including the Public Benefit Amount, City may impose a "Non-Performance Late Fee." A Non-Performance Late Fee of one percent (1%) shall be applied to all past due payments. City shall deliver to Developer, OAH, and/or VA a "Notice of Non-Performance Late Fee." attached hereto as **Exhibit C**. Payment of the Non-Performance Late Fee shall be in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice of Non-Performance Late Fee. The Parties hereto acknowledge and agree that the sums payable under this Section 4.5 shall constitute liquidated damages and not penalties and are in addition to all other rights of the City, including the right to call a default. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred is incapable or is difficult to precisely estimate, (ii) the amounts specified herein bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any failure by Developer, OAH, or VA to remit payment as required by this Agreement, (iii) one of the reasons for the Parties' agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Parties are sophisticated business parties and have been represented by sophisticated and able legal counsel and negotiated this Agreement at arm's length.

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

Section 4.7. Exempt from City Tax. For the Term of this Agreement, Developer, OAH, and VA shall be exempt from any City tax on commercial cannabis businesses. Notwithstanding the

foregoing, Developer, OAH, and/or VA and Project shall be subject to any and all taxes, assessments, or similar charges or fees of general applicability enacted by the federal government, state government, or County of Fresno, including any tax applicable to an area greater than the City limits to which City may be a party (i.e., county tax sharing agreement). In the event that the City applies a new tax on commercial cannabis businesses during the term of this Agreement, the City shall refund or credit the amount owed by Developer, OAH, and/or VA pursuant to the Public Benefit Fee by an equal amount to any new tax on commercial cannabis businesses.

Section 4.8. Employing City Residents. Developer, OAH, and/or VA agree to use their best efforts to promote the hiring and employment of local City residents to construct, if necessary, and operate the business(es) within the Project. As part of such efforts, Developer, OAH, and/or VA agree to include in any lease, license, or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to hire and employ local City residents for its business.

Section 4.9. Contracting with Local Businesses. Developer, OAH, and VA agree to use their best efforts to promote the contracting of local businesses to construct, if necessary, and operate the business(es) within the Project. As part of such efforts, Developer, OAH, and/or VA agree to include in any lease, license or other conveyance of any right to use the Project such language that any transferee of such interest shall use its best efforts to contract with local City businesses for its business.

Section 4.10. Manner of Payment. All payments required to be made to City pursuant to this Agreement shall be paid by Developer, OAH, and/or VA via check, ACH payment, or wire transfer through a bank licensed and in good standing with all appropriate regulatory bodies. No payment required pursuant to this Agreement may be made in cash. Developer, OAH, and VA understand and agree that any failure to comply with this Section 4.10 shall constitute a material breach of this Agreement.

Section 4.11. Development Incentive. To provide an incentive for Developer's development of the Property and construction of the Project, and to facilitate Developer's prompt performance of its obligations under this Agreement in a manner that will maximize the financial benefit to City over the Term of this Agreement, City shall, within the first year of the Project's operation, recognize a \$25,000 credit in Developer's favor to be applied to any liability of Developer to the City. The liability or liabilities to which the credit is applied shall be determined by the City Manager in consultation with Developer.

ARTICLE 5 PUBLIC FACILITIES, SERVICES, AND UTILITIES

Section 5.1. City Use of Public Benefit Fee. City shall use the Public Benefit Amount to pay for the impact on and maintenance or improvement of City neighborhoods, for the general welfare of the residents of Mendota, and the existing level of service of City infrastructure and services to accommodate for the Project.

ARTICLE 6
INSURANCE AND INDEMNITY

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

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

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

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

(iii) Contain standard separation of insured provisions.

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

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

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

(iii) Contain standard separation of insured provisions.

(c) Workers’ Compensation Insurance. Developer, OAH, and/or VA shall take out and maintain during the Term of this Agreement, workers’ compensation insurance for all of Developer’s, OAH’s, and/or VA’s employees employed at or on the Project, and in the case any of the work is subcontracted, Developer, OAH, and/or VA shall require any general contractor or subcontractor similarly to provide workers’ compensation insurance for such contractor’s or subcontractor’s employees, unless such employees are covered by the protection afforded by Developer, OAH, and/or VA . In case any class of employee engaged in work on the Project is not protected under any workers’ compensation law, Developer, OAH, and/or VA shall provide and shall cause each contractor and subcontractor to provide adequate insurance for the protection of

employees not otherwise protected. Developer, OAH, and VA hereby indemnify City for any damage resulting from failure of Developer, OAH, and/or VA, their agents, employees, contractors, or subcontractors to take out or maintain such insurance. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident shall be maintained.

Section 6.2. Other Insurance Requirements. Developer, OAH, and VA shall do all of the following:

(a) Prior to taking any actions under this Agreement, furnish City with properly executed certificates of insurance that clearly evidence all insurance required in this Article, including evidence that such insurance will not be canceled, allowed to expire, or be materially reduced in coverage without thirty (30) days prior written notice to City.

(b) Provide to City, upon request, and within seven (7) calendar days of said request, certified copies of endorsements and policies, and properly executed certificates of insurance evidencing the insurance required herein.

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

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

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

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

Upon receiving notice of a claim, action, or proceeding, Developer, OAH, and/or VA shall assume the defense of the claim, action, or proceeding through the prompt payment of all attorneys' fees and costs, incurred in good faith and in the exercise of reasonable discretion, of City's counsel in defending such an action. City shall have the absolute and sole authority to control the litigation and make litigation decisions, including, but not limited to, selecting counsel to defend City and settlement or other disposition of the matter. The City's remedies are limited to that portion of the Project that is in breach of this Section 6.3.

Section 6.4. Failure to Indemnify; Waiver. Failure to indemnify City, when required by this Agreement, shall constitute a material breach of this Agreement and of any applicable Conditional Use Permit and Subsequent City Approvals, which shall entitle City to all remedies available under law, including, but not limited to, specific performance and damages. Failure to indemnify City shall constitute grounds upon which City may rescind its approval of any applicable Conditional Use Permit or entitlements associated with the Project. Developer's, OAH's, and/or VA's failure to

indemnify City shall be a waiver by Developer, OAH, and/or VA of any right to proceed with the Project, or any portion thereof, and a waiver of Developer's, OAH's, and/or VA's right to file a claim, action, or proceeding against City or City's Agents based on City's rescission or revocation of any Conditional Use Permit, Subsequent City Approvals, or City's failure to defend any claim, action, or proceeding based on Developer's, OAH's, and/or VA's failure to indemnify City.

Section 6.5. Waiver of Damages. Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer, OAH, and/or VA and, therefore, Developer, OAH, and VA hereby waive all claims for damages against City for breach of this Agreement. Developer, OAH, and VA further acknowledge that under the Development Agreement Statute, land use approvals (including development agreements) must be approved by the City Council and that, under law, the City Council's discretion to vote in any particular way may not be constrained by contract. Developer, OAH, and VA therefore waive all claims for damages against City in the event that this Agreement or any Project approval is: (1) not approved by the City Council or (2) is approved by the City Council, but with new changes, amendments, conditions, or deletions to which Developer, OAH, and/or VA are opposed. Developer, OAH, and VA further acknowledge that, as an instrument which must be approved by ordinance, a development agreement is subject to referendum; and that, under law, the City Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer, OAH, and VA waive all claims for damages against City in this regard.

ARTICLE 7 MORTGAGEE PROTECTION

Section 7.1. Supremacy Over Liens. This Agreement, once executed and recorded, shall be superior and senior to any lien placed upon the Site or any portion thereof following recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value. This Agreement shall be deemed in default and terminate as to an interest in the Site or Project upon the foreclosure or transfer of that interest, whether by operation of law or any other method of interest change or transfer, unless the City Manager has authorized such change or transfer in advance, in writing, which such authorization shall not be unreasonably withheld or conditioned.

ARTICLE 8 DEFAULT

Section 8.1. General Provisions.

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

proceedings for the breach of this Agreement.

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

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

(d) Following consideration of the evidence presented and said review before City, and after providing the Charged Party an additional five (5) calendar day period to cure, the Charging Party may institute legal proceedings against the Charged Party or may give written notice of termination of this Agreement to the Charged Party.

(e) Evidence of default may arise in the course of a regularly scheduled periodic review of this Agreement pursuant to Government Code section 65865.1, as set forth in Section 8.2. If any Party determines that another Party is in default following the completion of the normally scheduled periodic review, without reference to the procedures specified in Section 8.1(c), said Party may give written notice of termination of this Agreement, specifying in the notice the alleged nature of the default and potential actions to cure said default where appropriate. If the alleged default is not cured in thirty (30) calendar days or within such longer period specified in the notice or the defaulting Party is not diligently pursuing a cure or if the breach cannot reasonably be cured within the period or the defaulting party waives its right to cure such alleged default, this Agreement may be terminated by the non-defaulting Party by giving written notice.

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

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

Section 8.2. Annual Review. City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of good faith, substantial compliance of Developer, OAH, and/or VA and City with the terms of this Agreement. Such periodic review by City shall be limited in scope to compliance with the terms of this Agreement pursuant to California Government Code section

65865.1. City shall deposit in the mail or fax to Developer, OAH, and/or VA a copy of all staff reports and, to the extent practical, related exhibits concerning this Agreement or the Project's performance, at least seven (7) calendar days prior to such periodic review. Developer, OAH, and/or VA shall be entitled to appeal a determination of City or City Manager to the City Council. Any appeal must be filed within ten (10) calendar days of the decision of City or the City Manager, respectively. Developer, OAH, and/or VA shall be permitted an opportunity to be heard orally or in writing regarding its performance under this Agreement before City, the City Manager, or City Council, as applicable.

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

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

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

Section 8.5. Cumulative Remedies of Parties. In addition to any other rights or remedies, City, Developer, OAH, and/or VA may institute legal or equitable proceedings to cure, correct, or remedy any default, enforce any covenant, or enjoin any threatened or attempted violation of the provisions of this Agreement, so long as any such action conforms to Section 8.1(c) of this Agreement.

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

ARTICLE 9 TERMINATION

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

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

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

Section 9.4. Survival After Termination. The rights and obligations of the Parties set forth in this Section 9.4, Section 2.9, Section 6.3, Section 10.3, Section 10.4, Section 10.5, Section 10.7, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination of this Agreement, will survive any such termination.

ARTICLE 10 OTHER GENERAL PROVISIONS

Section 10.1. Assignment and Assumption. The rights granted to Developer, OAH, and/or VA under this Agreement are personal to Developer, OAH, and/or VA and Developer, OAH, and VA shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of Site, or Project, subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without the advance written consent of the City Manager.

(a) The City Manager's consent shall not be unreasonably withheld or conditioned; however, Developer, OAH, and VA hereby acknowledge and agree that in no event shall it be unreasonable for the City Manager to withhold or condition consent if the proposed assignee or transferee cannot:

(i) Demonstrate financial resources in the form of a financial statement, balance sheet, or tax returns that attest to the assignee or transferee's financial health and ability to finance and operate the proposed business for a minimum of twelve (12) months; and

(ii) Demonstrate technical expertise through utilization of a substantial portion of the Project's existing management team or through a detailed description of the transferee's experience in operating the same or similar type of project.

(b) Upon City's receipt of written notice that Developer, OAH, and/or VA propose to assign or transfer any of its rights or interests under this Agreement, the City Manager shall, within thirty (30) days of receiving all requested information regarding the proposal from Developer, OAH, and/or VA, notify Developer, OAH, and/or VA in writing whether the City intends to withhold or condition its consent pursuant to this Section 10.1 and the reasons therefor.

(c) If the City Manager notifies Developer, OAH, and/or VA that the City intends to withhold consent pursuant to this Section 10.1, the Parties shall meet and confer in good faith to determine whether, in lieu of withholding consent, the City's concerns can be adequately addressed by imposing appropriate conditions on the City's consent.

(d) If the Parties are unable to reach agreement regarding the proposed assignment or transfer, Developer, OAH, and/or VA may, within ten (10) days after meeting and conferring pursuant to subdivision (c) above, appeal the City Manager's decision to the City Council. In such event, the City Council shall finally determine, in its sole and absolute discretion, whether the withholding or conditioning of consent to the proposed assignment or transfer is reasonable.

(e) Any assignment or transfer in violation of this Section 10.1 will be automatically void and will be considered an immediate, material breach of this Agreement such that City may elect to immediately terminate this Agreement. If the City Manager approves an assignment or transfer of any interest detailed in this Section 10.1, City, Developer, OAH, and VA shall execute an "Assignment and Assumption Agreement" in the form attached hereto as **Exhibit E**. Nothing in this Section 10.1 applies to Developer's, OAH's, and/or VA's capitalization or ownership provisions.

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

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

such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

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

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

If to Developer: Odyssey Agricultural Development LLC
2222 E. Olympic Blvd.
Los Angeles, CA 90021
Attention: Legal Department

And to: Weinberg Gonser LLP
10866 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90024
Attention: Russell Greenman, Esq.

If to OAH: Odyssey Agricultural Holdings LLC
2222 E. Olympic Blvd.
Los Angeles, CA 90021
Attention: Legal Department

And to: Weinberg Gonser LLP
10866 Wilshire Boulevard, Suite 1650
Los Angeles, CA 90024
Attention: Russell Greenman, Esq.

If to VA: Valley Agricultural Holdings LLC
2151 E. Convention Center Way, Suite 222
Ontario, CA 91764
Attention: Richard Munkvold

And to: Valley Agricultural Holdings, LLC
2151 E. Convention Center Way, Suite 114
Ontario, CA 91764
Attention: Steven B. Imhoof, Esq.

Section 10.4. Governing Law and Binding Arbitration. The validity, interpretation, and performance of this Agreement shall be controlled by and construed pursuant to the laws of the State

of California. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by binding arbitration in Fresno, California, before one arbitrator. The arbitration shall proceed pursuant to the Comprehensive Arbitration Rules and Proceedings of the Judicial Arbitration and Mediation Services. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

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

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

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

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

acquired an interest in the Site, and all rights and interests of such person in the Site shall be subject to the terms, requirements, and provisions of this Agreement.

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

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

Section 10.11. Standard Terms and Conditions.

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

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

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

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

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

(f) **Number and Gender.** In this Agreement, the neutral gender includes the feminine and masculine, and the singular includes the plural, and the word "person" includes corporations,

partnerships, firms, or associations, wherever the context requires.

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

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

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

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

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

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

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

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

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

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

(q) Confidentiality. Both Parties agree to maintain the confidentiality of the other

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


[SIGNATURES ON FOLLOWING PAGE]

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

“CITY”

Date: March 30, 2021

CITY OF MENDOTA,
a California Municipal Corporation


By: Cristian Gonzalez
Its: City Manager

Attest:



Celeste Cabrenza
City Clerk



“DEVELOPER”

Date: March 26, 2021


ODYSSEY AGRICULTURAL
DEVELOPMENT, LLC,
a California limited liability company


By: Aaron Mamann (on behalf of
Odyssey Insights, Inc.)
Its: Managing Member

“OAH”

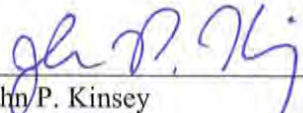
Date: March 26, 2021

ODYSSEY AGRICULTURAL HOLDINGS,
LLC,
a California limited liability company


By: Aaron Mamann
Its: Managing Member

Date: ^{April} March 6, 2021


Approved to as Form:


John P. Kinsey
City Attorney

“VA”

Date: March 26, 2021

VALLEY AGRICULTURAL HOLDINGS,
LLC, a California limited liability company


By: Aaron Mamann
Its: Authorized Signatory

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

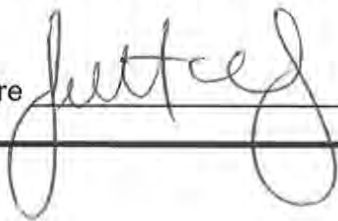
On March 26, 2021 before me, Jeanette Valdez, Notary Public
(insert name and title of the officer)

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

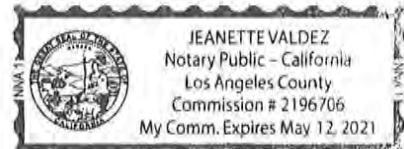
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



California All-Purpose Acknowledgment


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

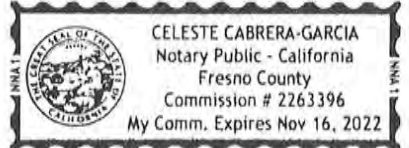
State of California)
County of Fresno)

On March 30, 2021, before me Celeste Cabrera-Garcia, a Notary Public, personally appeared Cristian Gomez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

Witness my hand and official seal.


(Signature)



(Seal)

EXHIBIT "A"

Legal Description

Entire Site:

That portion of the North half of Section 32, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof, in the City of Mendota, County of Fresno, State of California, described as follows:

Commencing for reference at the Northwest corner of said Section 32; thence

South 1°30'52" West, along the West line of said Section 32, a distance of 736.94 feet; thence

South 89°00'35" East, 135.56 feet to the Northwest corner of that parcel described in the Grant Deed recorded as Document 2009-0093031, Official Records of Fresno County; thence

South 89°00'35" East, along the North line of said parcel, 1401.95 feet to the Northeast corner of said parcel and the TRUE POINT OF BEGINNING; thence

South 89°00'35" East, along the easterly prolongation of said North line, 1622.80 feet, more or less, to the East line of that parcel conveyed to the City of Mendota by the Grant Deed recorded as Document 2007-0027736, Official Records of Fresno County; thence

South 1°30'52" West, along said East line, 1610.64 feet, more or less, to the Southeast corner of last said parcel; thence

North 89°00'35" West, along the South line of last said parcel, 1622.75 feet, more or less, to the Southeast corner of said parcel described in Document 2009-0093031; thence

North 1°30'46" East, along the East line of said parcel described in Document 2009-0093031, a distance of 1610.64 feet to the TRUE POINT OF BEGINNING.

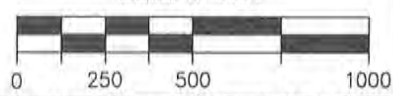
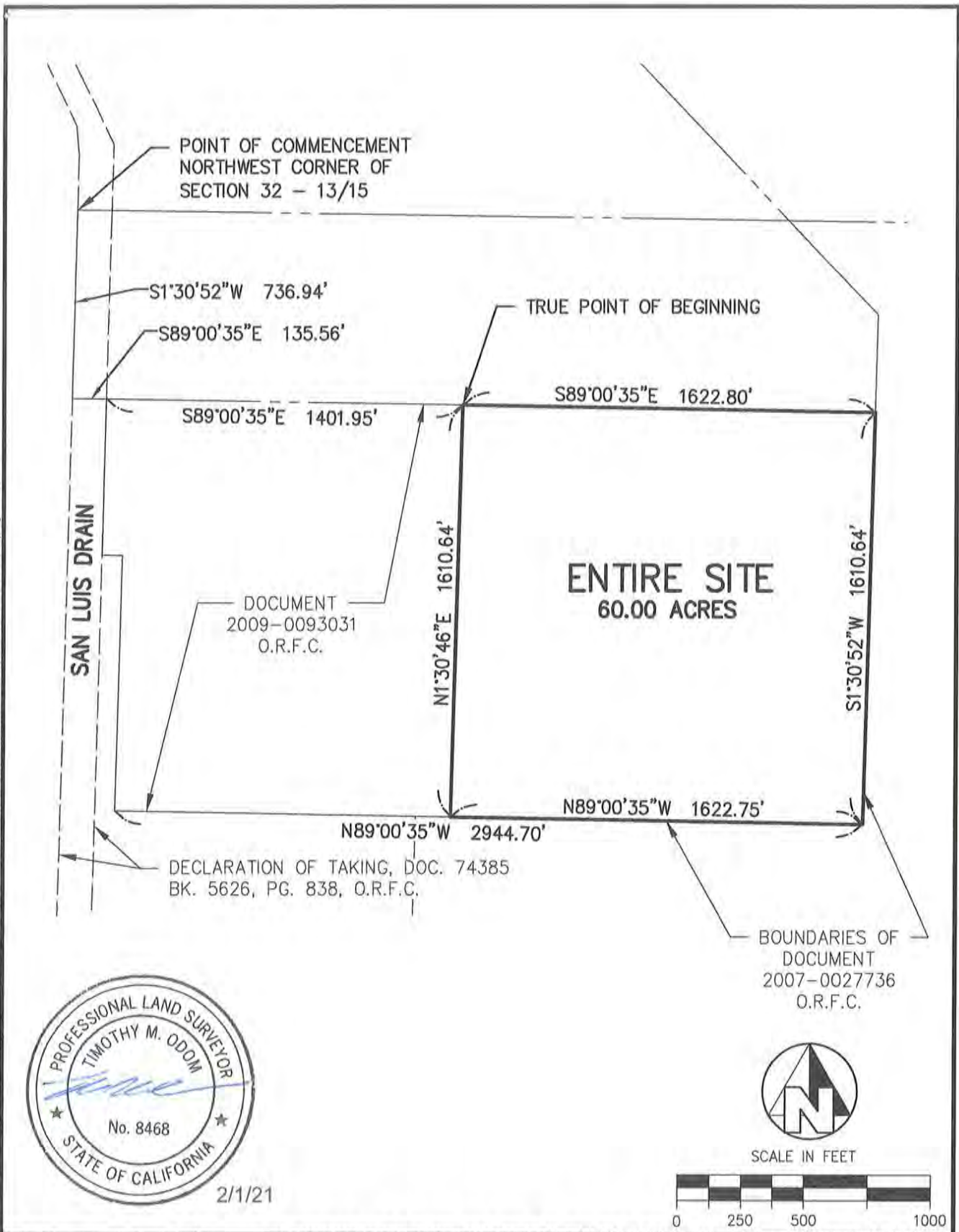
Containing an area of 60.00 acres, more or less.

END OF DESCRIPTION



2/1/21

2/1/2021 10:56 AM c:\mendoza_city_of_mendota\city_of_mendota\planning_services\city_project_files\333620013-2021-20-23 - Valley Ag Holdings (AZOM)\Survey\Background & Working Docs\Exhibit B - Entire Site map.dwg - Tim Odom



PROVOST & PRITCHARD CONSULTING GROUP <i>An Employee Owned Company</i>	A PORTION OF THE NORTH HALF OF SECTION 32 TOWNSHIP 13 SOUTH, RANGE 15 EAST, M.D.B.&M.	LAND SURVEYOR: T. ODOM, PLS 8468
	CITY OF MENDOTA EXHIBIT B	DATE: 1/29/2021 JOB NO: 333620013 SHEET 1 OF 1

EXHIBIT "C"

Legal Description

OAH Parcel:

That portion of the North half of Section 32, Township 13 South, Range 15 East, Mount Diablo Base and Meridian, according to the official plat thereof, in the City of Mendota, County of Fresno, State of California, described as follows:

Commencing for reference at the Northwest corner of said Section 32; thence

South 1°30'52" West, along the West line of said Section 32, a distance of 736.94 feet; thence

South 89°00'35" East, 135.56 feet to the Northwest corner of that parcel described in the Grant Deed recorded as Document 2009-0093031, Official Records of Fresno County; thence

South 89°00'35" East, along the North line of said parcel, 1401.95 feet to the Northeast corner of said parcel and the TRUE POINT OF BEGINNING; thence

South 89°00'35" East, along the easterly prolongation of said North line, 973.67 feet; thence

South 1°30'46" West, parallel with the East line of said parcel described in Document 2009-0093031, a distance of 1610.64 feet, more or less, to the South line of that parcel conveyed to the City of Mendota by the Grant Deed recorded as Document 2007-0027736, Official Records of Fresno County; thence

North 89°00'35" West, along the South line of last said parcel, 973.67 feet, more or less, to the Southeast corner of said parcel described in Document 2009-0093031; thence

North 1°30'46" East, along the East line of said parcel described in Document 2009-0093031, a distance of 1610.64 feet to the TRUE POINT OF BEGINNING.

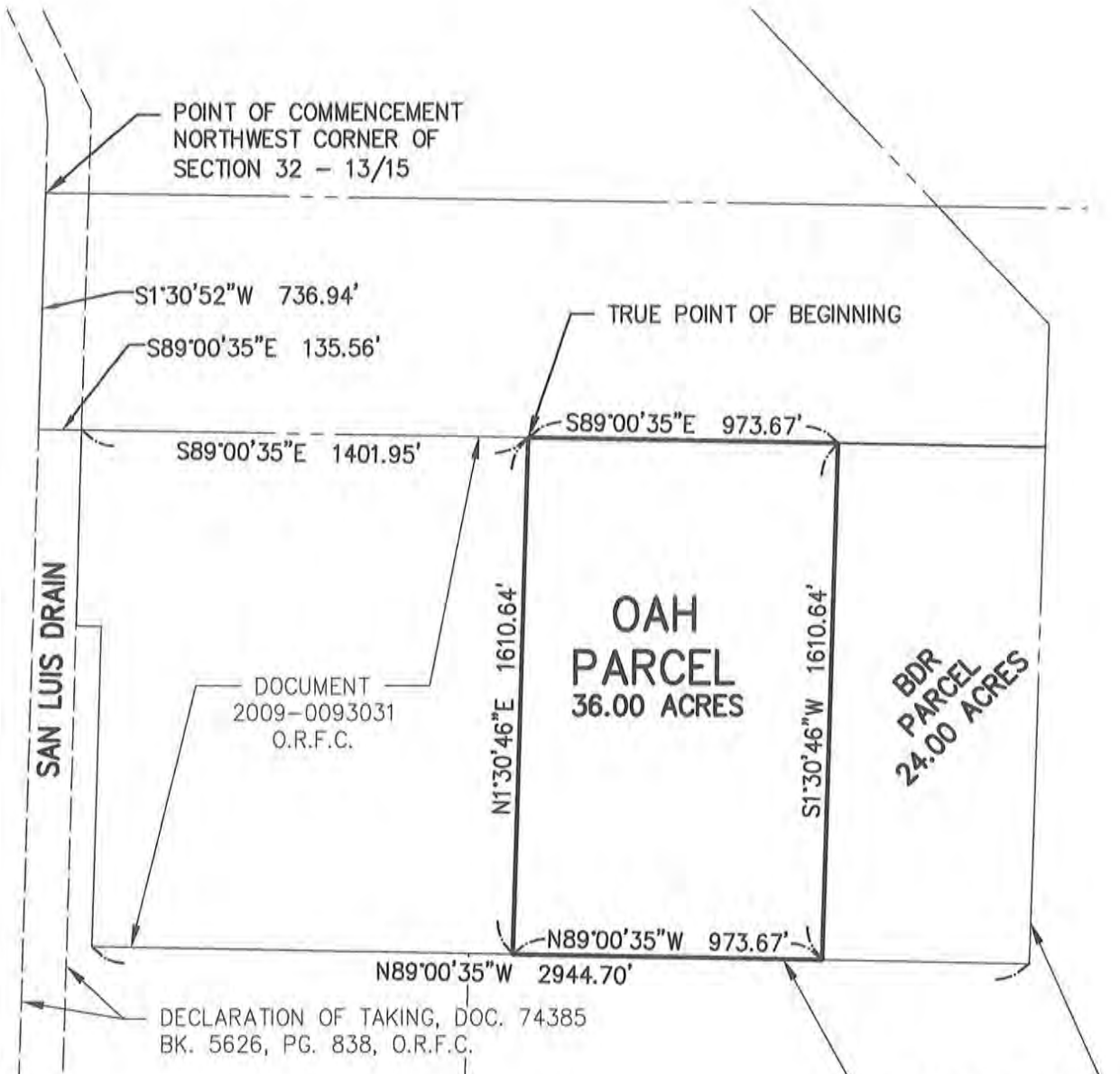
Containing an area of 36.00 acres, more or less.

END OF DESCRIPTION



35

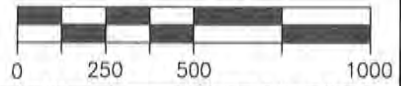
2/4/2021 3:37 PM C:\Mendota_City_of_Mendota\City_of_Mendota\Projects\3336\3336 On-Going Planning Services\City Project Files\333620013-2021 - 20-23 - Valley Ag Holdings (AOTOM)\Survey\Background & Working Docs\Exhibit D - Parcel 1 map.dwg - Tim Odom



2/4/21



SCALE IN FEET



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

A PORTION OF THE NORTH HALF OF SECTION 32
 TOWNSHIP 13 SOUTH, RANGE 15 EAST, M.D.B.&M.
 ODYSSEY AGRICULTURAL DEVELOPMENT, LLC
 CITY OF MENDOTA
EXHIBIT D

LAND SURVEYOR:
 T. ODOM, PLS 8468
 DATE: 2/4/2021
 JOB NO: 333620013
 SHEET 1 OF 1

Exhibit E

Notice of Non-Performance Late Fee

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota ("City") and ODYSSEY AGRICULTURAL DEVELOPMENT LLC, a California limited liability company ("Developer"), ODYSSEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("OAH"), and VALLEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("VA"), for the development of property located at _____, Mendota, California 93640 ("Agreement"), if Developer, OAH, and/or VA fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty ("Notice") to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

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

City Manager
City of Mendota

Date

Exhibit F

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

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

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

Notice of Termination

Pursuant to Article 9, Section 9.1 of the Development Agreement by and between the City of Mendota ("City") and ODYSSEY AGRICULTURAL DEVELOPMENT LLC, a California limited liability company ("Developer"), ODYSSEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("OAH"), and VALLEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("VA"), for the development of property located at _____, Mendota, California 93640 ("Agreement"), _____ informs _____ that the Agreement is hereby terminated, in accordance with the terms and conditions as stated therein, pursuant to Article ____, Section ____.

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

Title:
Entity:

Date

Exhibit G

Assignment and Assumption Agreement

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

RECITALS

A. City and Assignors entered into a development agreement, dated _____, for the development of property located at _____, in the City of Mendota, County of Fresno, State of California, Assessor’s Parcel Number 013-030-68ST (“Development Agreement”), attached hereto as Exhibit “1” and incorporated herein by this reference;

B. Pursuant to Article 10, Section 10.1 of the Development Agreement, Assignors may transfer all or part of its rights, title, and/or interests in all or a portion of Site, or Project, as those terms are defined in the Development Agreement, to any person, firm, corporation, or entity during the Term of the Development Agreement only with the advance written consent of the City Manager, who shall not unreasonably withhold or condition such consent;

C. Assignors desire to transfer to Assignee some or all of Assignors’ rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

D. Assignee desires to assume some or all of Assignors’ rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement;

E. The City Manager has agreed to permit Assignors’ transfer of some or all of Assignor’s rights and obligations under the Development Agreement to Assignee, and to Assignee’s assumption of same, subject to the terms and conditions specified in this Agreement;

F. The Parties intend through this Agreement to allow Assignors to transfer, and Assignee to assume, some or all of Assignors’ rights and obligations under the Development Agreement, in accordance with Article 10, Section 10.1 of the Development Agreement.

G. The City Council has conducted all necessary proceedings in accordance with City’s Municipal Code for the approval of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and legal sufficiency of

which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

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

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

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

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

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

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

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

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

“CITY”

Date: January _____, 2021

CITY OF MENDOTA,
a California Municipal Corporation

By: Cristian Gonzalez
Its: City Manager

Attest:

City Clerk

Date: January _____, 2021

Approved to as Form:

John P. Kinsey
City Attorney

“DEVELOPER”

Date: _____

ODYSSEY AGRICULTURAL
DEVELOPMENT, LLC,
a California limited liability company

By:
Its:

“OAH”

Date: _____

ODYSSEY AGRICULTURAL HOLDINGS,
LLC, a California limited liability company

By:
Its:

“VA”

Date: _____

VALLEY AGRICULTURAL HOLDINGS,
LLC, a California limited liability company

By:
Its:

“ASSIGNEE”

Date: _____

Name:
Corporate Status:

Title:
Name:

Exhibit 1
(Interest Subject to Transfer)

Exhibit 2
(Conditions of Consent)

**BEFORE THE PLANNING COMMISSION
OF THE
CITY OF MENDOTA, COUNTY OF FRESNO**

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENDOTA APPROVING A CONDITIONAL USE PERMIT FOR APPLICATION NO. 20-23, THE VALLET AGRICULTURAL HOLDINGS, LLC PROJECT (PORTION OF APN 013-030-68ST) RESOLUTION NO. PC 20-07

WHEREAS, on October 13, 2020 the City of Mendota received Application No. 20-23, submitted Valley Agricultural Holdings, LLC and proposing the construction and operation of commercial cannabis facilities on approximately 59 acres of Fresno Co. APN 013-030-68ST, said APN currently owned in fee by the City of Mendota; and

WHEREAS, the project site is designated Public/Quasi-Public Facilities by the City of Mendota 2005-2025 General Plan and is zoned P-F/CO (Public Facilities/Commercial Cannabis Overlay District); and

WHEREAS, Application No. 20-23 proposes to amend the General Plan Land Use designation of the project site to Light Industrial and amend the zoning to M-1/CO (Light Manufacturing/ Commercial Cannabis Overlay District); and

WHEREAS, the proposed use is permitted in the M-1/CO zone subject to approval of a conditional use permit and entrance into a development agreement as described in Mendota Municipal Code Chapters 8.37 and 17.99; and

WHEREAS, on December 4, 2020 a notice of public hearing was published in *The Business Journal*, similar notices were individually mailed to property owners within 300 feet of the project site, and a copy of the notice was posted in the Mendota City Hall bulletin window; and

WHEREAS, on December 29, 2020 the Mendota Planning Commission conducted a public hearing at a special meeting to consider Application No. 20-23; and

WHEREAS, approval of the project consists of a "lease, permit, license, certificate, or other entitlement for use", and is therefore a "project" pursuant to the California Environmental Quality Act, Public Resources Code Section 21000, *et seq.* ("CEQA") and the CEQA Guidelines, California Code of Regulations Title 14, Chapter 3, Section 15000, *et seq.*; and

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

WHEREAS, the Planning Commission, via adoption of Resolution No. PC 20-05, has determined that, with mitigation incorporated, the Project will not have a significant

effect on the environment and that the provisions of the California Environmental Quality Act have been met; and

WHEREAS, the Planning Commission has made the following findings pursuant to Mendota Municipal Code Section 17.84.050, said findings substantiated in the record:

- a. The site for the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features to adjust such use with the land and uses in the neighborhood;
- b. That the site for proposed use relates to streets and highways adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed use;
- c. That the proposed use will have no adverse effect on abutting property or the permitted use thereof;
- d. That the conditions stated in the project approval are deemed necessary to protect the public health, safety and general welfare.

NOW, THEREFORE, BE IT RESOLVED that the Mendota Planning Commission hereby approves the conditional use permit proposed within Application No. 20-23 substantively as illustrated in Exhibit "A" hereto subject to the Conditions of Approval contained in Exhibit "B" hereto



Juan Luna, Chairperson

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the Planning Commission at a special meeting of said Commission, held at Mendota City Hall on the 29th day of December 2020, by the following vote:

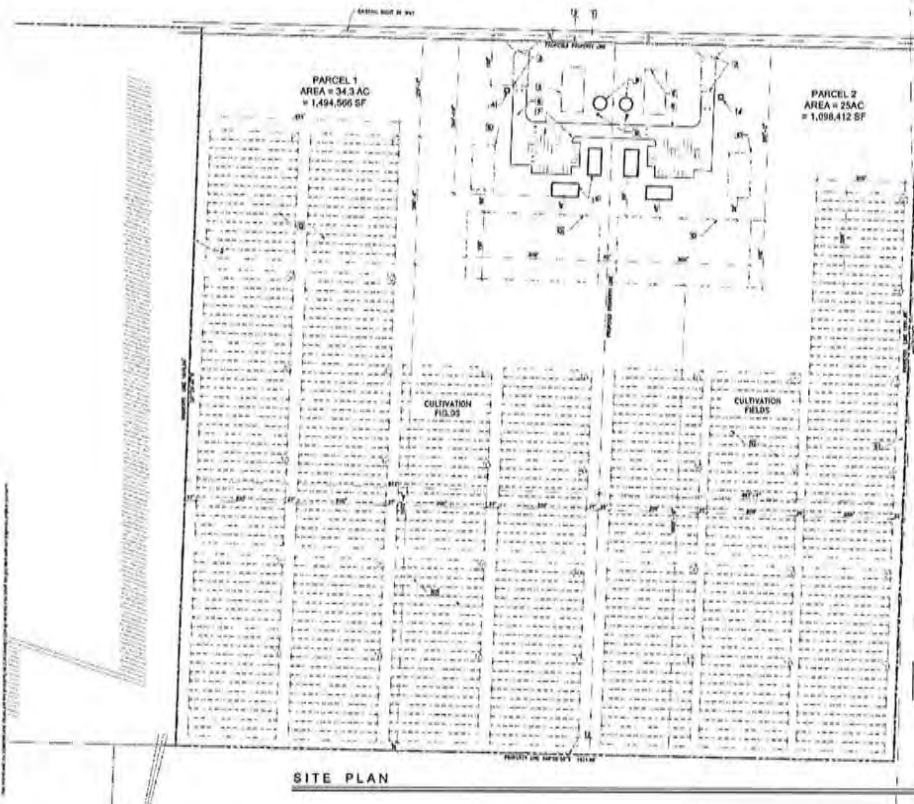
AYES: 5 – Chairperson Luna, Vice-Chairperson Escobedo, Commissioners Gutierrez, Leiva, and Romero
NOES: 0
ABSENT: 0
ABSTAIN: 0



Celeste Cabrera-Garcia, City Clerk



EXHIBIT "A" TO RESOLUTION NO. PC 20-07
 SITE PLAN FOR APPLICATION NO. 20-23



SITE PLAN

PROJECT DATA

OWNER: THE AGRICULTURAL HOLDINGS, LLC
 1113 GARDEN ROAD
 DUNES, CA 93931

DESIGNER: SIA Design Group
 1113 GARDEN ROAD
 DUNES, CA 93931
 PH: 562 855-0603

Code Analysis

PARCEL 1 - 24.0 AC
 ZONING: R-1
 MAXIMUM BUILDING AREA: 1,494,565 SF
 MAXIMUM HEIGHT: 35 FT
 MAXIMUM LOT AREA: 1,494,565 SF

PARCEL 2 - 25 AC
 ZONING: R-1
 MAXIMUM BUILDING AREA: 1,098,412 SF
 MAXIMUM HEIGHT: 35 FT
 MAXIMUM LOT AREA: 1,098,412 SF

Site Keynotes

No.	Description
1	EXISTING BUILDING
2	NEW BUILDING
3	EXISTING DRIVE
4	NEW DRIVE
5	EXISTING PARKING
6	NEW PARKING
7	EXISTING FIELDS
8	NEW FIELDS
9	EXISTING UTILITIES
10	NEW UTILITIES
11	EXISTING BOUNDARIES
12	NEW BOUNDARIES
13	EXISTING EASEMENTS
14	NEW EASEMENTS
15	EXISTING SETBACKS
16	NEW SETBACKS
17	EXISTING FENCES
18	NEW FENCES
19	EXISTING TREES
20	NEW TREES
21	EXISTING SIGNAGE
22	NEW SIGNAGE
23	EXISTING LANDSCAPE
24	NEW LANDSCAPE
25	EXISTING UTILITIES
26	NEW UTILITIES
27	EXISTING BOUNDARIES
28	NEW BOUNDARIES
29	EXISTING EASEMENTS
30	NEW EASEMENTS
31	EXISTING SETBACKS
32	NEW SETBACKS
33	EXISTING FENCES
34	NEW FENCES
35	EXISTING TREES
36	NEW TREES
37	EXISTING SIGNAGE
38	NEW SIGNAGE
39	EXISTING LANDSCAPE
40	NEW LANDSCAPE

Proposed Site Plan

Revision 4
 8/8

DIRECTOR
 A1

SIA Design Group

1113 GARDEN ROAD
 DUNES, CA 93931
 PH: 562 855-0603

Valley Agricultural Holdings, LLC
 W. Belmont Ave.
 Mendota, CA, 93640

Date: 09.23.2020
 Drawn By: SIA Design Group
 Project #: 20-23

Proposed Site Plan

Revision 4
 8/8

DIRECTOR
 A1

EXHIBIT "B" TO RESOLUTION NO. PC 20-07
CONDITIONS OF APPROVAL
APPLICATION NO. 20-23; PORTION OF APN 013-030-68ST
VALLEY AGRICULTURAL HOLDINGS, LLC

As may be used herein, the words "applicant", "owner," "operator", and "developer" shall be interchangeable, excepting when the word is indicated in ***bold italics***. In that event, the condition of approval is specific to the entity named.

Operations

1. The operator shall acquire and maintain any licenses, approvals, waivers, or similar that may be issued by the State of California requisite to cannabis operations and shall comply with all provisions of any State regulatory agency that may have oversight over said operations.
2. The operator shall acquire and maintain all City of Mendota licenses pursuant to Mendota Municipal Code Chapter 8.37, including payment of applicable fees.
3. The contractor and any subcontractor(s) shall acquire a City of Mendota business license, including payment of any applicable business license fees, prior to commencing construction.
4. The City will monitor the operation for violations of conditions of approval. Penalty for violation may include but is not limited to warnings, fines, and/or permit revocation.

General & Site

5. Approval of this conditional use permit is contingent upon of additional processes contained within Application No. 20-23, to wit:
 - a. City Council approval of a proposed amendment to the General Plan Land Use designation of the site from Public/Quasi-Public Facilities to Light Industrial.
 - b. City Council approval of a proposed amendment to the zoning of the site from P-F/CO (Public Facilities with the Commercial Cannabis Overlay District) to M-1/CO (Light Manufacturing with the Commercial Cannabis Overlay District).
 - c. Recordation of a development agreement pursuant to MMC Section 8.37.050(1).
 - d. Conveyance of the Project Site from the City of Mendota to the Applicant as detailed in the purchase and sale agreement approved October 22, 2019.

6. The conditional use permit detailed within Application No. 20-23 shall expire two (2) years following the date of its approval unless, prior to expiration, a building permit for the requested site modifications is issued by the City of Mendota and construction is commenced and being diligently pursued. At the discretion of the City Manager, and upon valid request not less than thirty (30) days prior to its expiration, this conditional use permit may be extended for a period or periods not to exceed two (2) additional years in the aggregate.
7. Development shall comply with all applicable provisions of the City of Mendota General Plan and the Mendota Municipal Code (MMC), including but not limited to: potable water protection regulations (Chapter 13.30), business licensing requirements (Title 5), and Building Code Standards (Title 15); the Subdivision Ordinance (Title 16); the regulations of the applicable zone district(s) and other relevant portions of the Zoning Ordinance (Title 17); and the City of Mendota Standard Specifications and Standard Drawings, unless exceptions therefrom are approved by the City Engineer.
8. Use of the site shall conform to all applicable requirements for the M-1 Light Manufacturing Zone District as modified by the provisions of the CO Commercial Cannabis Overlay District.
9. The site plan shall be revised to reflect the comments of the City Engineer and City Planner provided October 31, 2020 and to depict locations and dimensions of existing and proposed features, utilities, and other improvements.
10. Construction drawings (building and improvement plans; site, grading, irrigation, and landscaping, as applicable) shall be submitted to the Planning and Building Department and City Engineer for review and approval. A building permit shall be acquired prior to start of any construction activities.
11. No new landscaping is required. Any existing landscaping damaged or destroyed as a result of construction shall be repaired or replaced in-kind by the applicant at the discretion of the City Planner.
12. The applicant shall provide a lighting plan for the review and approval of the City Engineer. All exterior lights shall be shielded or otherwise oriented to prevent disturbance to surrounding or neighboring properties or traffic on abutting rights-of-way.
13. The applicant shall consult with and shall comply with the requirements of the San Joaquin Valley Air Pollution Control District, including but not limited to compliance with Regulation VIII (Fugitive PM₁₀ Prohibitions) and Rule 9510 (Indirect Source Review).
14. The applicant shall consult with and shall comply with the requirements of the Fresno County Fire Protection District/CAL FIRE, including but not limited to requirements related to sprinklers, fire hydrants, and fire access.

15. The developer shall comply with Health and Safety Code Section 7050.5 and Public Resources Code Sections 5097.98, and 21083.2 and related statutes regarding regulation of cultural and historical resources that may be discovered on the site.
16. Development and operation of the project site shall be in substantial conformance with the Site Plan dated September 29, 2020 and the operational statement dated October 13, 2020 as incorporated herein by reference. The City Planner shall determine the extent to which incremental or minor changes to the site plan, the landscape plan, and/or the operational statement meet this requirement.
17. Following any changes made to the site plan as a result of these conditions or other commentary, correspondence, or official requirement, the applicant shall submit a copy of the final site plan as revised to the Planning Department for inclusion in the project file. Changes made pursuant to these conditions shall be considered minor or incremental.
18. Prior to issuance of a certificate of occupancy, all relevant conditions of approval shall be verified as complete by the Planning Department, and any and all outstanding fees shall have been paid. Any discrepancy or difference in interpretation of the conditions between the subdivider and the Planning Department shall be subject to review and determination by the Planning Commission.
19. All above-ground features including but not limited to lighting, fire hydrants, postal boxes, electrical and related boxes, and backflow devices shall be installed outside of the public-right-of-way. All utilities shall be installed underground.
20. Hours of construction shall be limited to 6:00 AM to 7:00 PM, Monday through Saturday.
21. Construction debris shall be contained within an on-site trash bin and the project site shall be watered for dust control during construction.
22. Any non-structural fencing shall be subject to approval by the Community Development Department consistent with Standard Drawing Nos. M-3 through M-7.
23. The applicant shall comply with all relevant components of the California Building Code and associated trade codes.
24. All signage must be approved pursuant to the standards and guidelines of the Mendota Municipal Code prior to installation.
25. Development shall at all times respect existing or new easements by, for, and between all private and public entities, including but not limited to the City of Mendota.

26. It shall be the responsibility of the subdivider to grant/secure easements as necessary for the installation and maintenance of private utilities, including but not limited to electricity, gas, telephone, and cable television.
27. Connection points for water and wastewater shall be determined by the City Engineer. Connections shall be made in accordance with City of Mendota standards and shall be coordinated with the Director of Public Utilities.
28. The applicant shall comply with the City of Mendota Cross-Connection Control Regulations contained within MMC Section 13.24.
29. The applicant shall coordinate with the City Engineer and Mid Valley Disposal to establish necessary solid waste procedures and facilities.

Water System Improvements

30. The project is subject to the provisions of the Conditional Will-Serve Letter issued by the City of Mendota on September 8, 2020.
31. The site plan shall be revised to illustrate existing and proposed water facilities.
32. The project shall make connection(s) to the City water system as determined by the City Engineer.
33. The improvement plans shall include the location of existing water mains, valves, and valve boxes located in adjacent streets that the proposed water system is to be connected to.
34. All connections to the existing water mains shall include a temporary reduced pressure double check backflow preventer (see Standard Drawing No. W-8) and follow the connection procedures outlined in that standard, or exhibit compliance with AWWA Standard C651-05.
35. Fire hydrants shall be spaced not to exceed 300 feet on center and shall be individually valved between the hydrant and the water system.
36. Fire flow conditions are subject to review and approval by the Fresno County Fire Protection District/CAL FIRE.
37. A meter, meter box, and service shall be installed to each unit. Applicant shall obtain meter type, size and service requirements from the Public Utilities Department and/or the City Engineer. The construction of the water service with meter shall be installed per Standard Drawing No. W-1 and Standard Specifications.
38. All water meters shall be Badger Model E Series with Nicor Connector (E-Series Ultra Plus for sizes 3/4" and 5/8") with Badger Model Orion CMNA-N Cellular Endpoint with Nicor Connector fully loaded with through lid mounting kit
39. No water services are allowed within drive approaches.

40. The project shall comply with City of Mendota's Automated Water Meter Reading System

Sewer System Improvements

41. The site plan shall be revised to illustrate existing and proposed sewer facilities.
42. The project shall connect make connection(s) to the City wastewater system as determined by the City Engineer.
43. No sewer laterals are allowed within driveways. All laterals and cleanouts shall be installed per Standard Drawings No. S-7A and M-1.

Storm Drain Improvements

44. To ensure proper spacing between underground facilities and allow for unimpeded placement of brass cap monuments in the road surfaces at the intersections of the streets, the location of sewer mains shall conform to Standard Drawing No. M-1.
45. Storm drainage facilities shall be constructed per City of Mendota Standard Drawings and Specifications.
46. If applicable, valley gutter construction shall be consistent with City of Mendota Standard Drawing No. ST-14 unless an alternate design is approved by the City Engineer.

Streets

47. The applicant shall provide for acquisition of any and all necessary easements to accommodate access to the site from the current northerly terminus of Belmont Avenue.
48. Any work within the City of Mendota right-of-way shall require an encroachment permit.
49. Any work within Caltrans right-of-way shall require an encroachment permit.
50. All concrete work, including curbs, gutters, valley gutters, sidewalks, drive approaches, curb ramps, and other concrete features shall contain a minimum of six (6) sacks of cementous material per cubic yard unless otherwise approved by the City Engineer.
51. Any broken, damaged, or substandard sidewalk, curb, gutter, or pavement along the project frontages, or any of the above damaged during construction wherever located, shall be removed and replaced as directed by the City Engineer consistent with City Standard Drawings.
52. Drive approaches, as necessary, shall be installed consistent with Standard Drawing No. ST-15.

Fees

53. This project is also subject to a development agreement. Fees discussed in that agreement are not included herein and are in addition to this section.
54. The applicant shall be responsible for payment of any and all outstanding planning, building, plan check, engineering, and attorney fees prior to issuance of a certificate of occupancy. This shall include all fees incurred by the City's consultants or contract staff resulting from preliminary review, correspondence, review of formal application materials, peer review of documents, processing of application materials, attendance at and/or participation in meetings and conference calls, or other services rendered in relation to the project.
55. Concurrently with submittal of improvement and/or building plans, the applicant shall deposit with the City of Mendota funds in an amount estimated by the City Engineer and/or Building Official, respectively, to be sufficient to offset costs to the City for review of such plans. In the event that such funds are not sufficient to cover costs to the City, the City Engineer and/or Building Official, as appropriate, shall contact the applicant to request additional funds, which the applicant shall then deposit with the City.
56. The applicant shall pay to the City of Mendota development impact fees consistent with the City's current Development Impact Fee Schedule (January 2007). Fees are due in full prior to issuance of a certificate of occupancy.
57. The applicant shall be responsible for payment of fees to the Mendota Unified School District and shall provide the City with evidence of payment, or evidence of the District's determination that no payment is required, prior to issuance of a certificate of occupancy.
58. The applicant shall be responsible for payment of Fresno County Regional Transportation Mitigation Fees and Fresno County Public Facilities Impact Fees and shall provide the City with evidence of payment, or evidence of the County's determination that no payment is required, prior to issuance of a certificate of occupancy.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

Date: July 1, 2022

Bill To:	
Name:	Odyssey
Address:	2222 E. Olympic Blvd Los Angeles, CA 90021
Attn:	Legal Department

Description	Amount
Odyssey Development Agreement Public Contribution Payment Quarter August 2nd Payment	\$ 150,000.00
Total Amount Due	\$ 150,000.00

Due August 2, 2022

Please make payable to City of Mendota. If you have any questions, please contact City Hall at (559) 655-3291. Thank you.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

August 12, 2022

Notice of Non-Performance Late Fee

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota ("City") and ODYSSEY AGRICULTURAL DEVELOPMENT LLC, a California limited liability company ("Developer"), ODYSSEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("OAH"), and VALLEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("VA"), for the development of property located at 418 W. Belmont Avenue, Mendota, California 93640 ("Agreement"), if Developer, OAH, and/or VA fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty ("Notice") to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer, OAH, and VA that Developer, OAH, and/or VA has failed to make payment(s) required by the Agreement. The past due amount is \$150,000.00. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of \$1,500.00 ("Penalty Amount") is hereby imposed. Please remit payment of the Penalty Amount by 8-29-2022.

City Manager
City of Mendota

8/12/2022

Date



CITY OF MENDOTA

"Cantaloupe Center Of The World"

Date: November 2, 2022

Bill To:	
Name:	Odyssey
Address:	2222 E. Olympic Blvd Los Angeles, CA 90021
Attn:	Legal Department

Description	Amount
Odyssey Development Agreement Public Contribution Payment Quarter November 2nd Payment	\$ 150,000.00
Total Amount Due	\$ 150,000.00

Due November 2, 2022

Please make payable to City of Mendota. If you have any questions, please contact City Hall at (559) 655-3291. Thank you.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

November 18, 2022

VIA CERTIFIED MAIL AND E-MAIL:

alex@traditional.com

Odyssey Agricultural Development, LLC
2222 E. Olympic Blvd.
Los Angeles, CA 90021
Attention: Legal Department

Valley Agricultural Holdings, LLC
2151 E. Convention Center Way, Suite 222
Ontario, CA 91764
Attention: Richard Munkvold

Odyssey Agricultural Holdings, LLC
2222 E. Olympic Blvd.
Los Angeles, CA 90021
Attention: Legal Department

Valley Agricultural Holdings, LLC
2151 E. Convention Center Way, Suite 114
Ontario, CA 91764
Attention: Steven B. Imhoof, Esq.

Weinberg Gonser LLP
10866 Wilshire Blvd., Suite 1650
Los Angeles, CA 90024
Attention: Russell Greenman, Esq.

**Re: Notice of Default and Demand for Cure
City of Mendota Development Agreement**

To Whom It May Concern:

I am writing in connection with the March 26, 2021, Development Agreement between Odyssey Agricultural Development, LLC ("Developer"), Odyssey Agricultural Holdings, LLC ("OAH"), Valley Agricultural Holdings, LLC ("VA"; collectively with Developer and OAH, "Developers"), and the City of Mendota ("City").

Developers are currently in default of the Development Agreement for failing to pay the Public Benefit Fees due to City on: May 2, 2022, in the amount of \$150,000; August 2, 2022, in the amount of \$150,000; and November 2, 2022, in the amount of \$150,000, for a total sum of \$450,000 currently past due to the City. (See Development Agreement, §§ 4.2, subd. (a)(2)(iii), 4.2, subd. (a)(3), 4.2, subd. (b), 4.3, 4.5, 4.6.) Pursuant to Section 8.1, subdivisions (a) and (e), of the Development Agreement, the City demands Developers cure this default by paying the City all outstanding amounts due within thirty days of the date of this notice. Such deadline to cure Developers' default expires on December 18, 2022.

Thank you,

Cristian Gonzalez
City Manager, City of Mendota



CITY OF MENDOTA

"Cantaloupe Center Of The World"

November 21, 2022

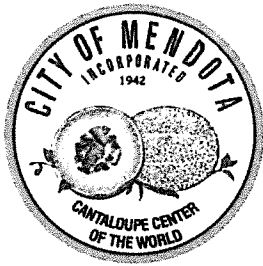
Notice of Non-Performance Late Fee

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota ("City") and ODYSSEY AGRICULTURAL DEVELOPMENT LLC, a California limited liability company ("Developer"), ODYSSEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("OAH"), and VALLEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("VA"), for the development of property located at 418 W. Belmont Avenue, Mendota, California 93640 ("Agreement"), if Developer, OAH, and/or VA fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty ("Notice") to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer, OAH, and VA that Developer, OAH, and/or VA has failed to make payment(s) required by the Agreement. The past due amount is \$150,000.00. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of \$1,500.00 ("Penalty Amount") is hereby imposed. Please remit payment of the Penalty Amount by 12-6-2022.

City Manager
City of Mendota

Date



CITY OF MENDOTA

"Cantaloupe Center Of The World"

Date: January 3, 2023

Bill To:
Name: Odyssey
Address: 2222 E. Olympic Blvd Los Angeles, CA 90021
Attn: Legal Department

Description	Amount
Odyssey Development Agreement Public Contribution Payment Quarter February 2nd Payment	\$ 150,000.00
Total Amount Due	\$ 150,000.00

Due February 2, 2023

Please make payable to City of Mendota. If you have any questions, please contact City Hall at (559) 655-3291. Thank you.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

February 9¹⁰, 2023 *mb*

Notice of Non-Performance Late Fee

Pursuant to Article 4, Section 4.5 of the Development Agreement by and between the City of Mendota ("City") and ODYSSEY AGRICULTURAL DEVELOPMENT LLC, a California limited liability company ("Developer"), ODYSSEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("OAH"), and VALLEY AGRICULTURAL HOLDINGS LLC, a California limited liability company ("VA"), for the development of property located at 418 W. Belmont Avenue, Mendota, California 93640 ("Agreement"), if Developer, OAH, and/or VA fails to make any payment required by the Agreement, the City may impose a Non-Performance Penalty of one percent (1%) to all past due payments. Pursuant to the Agreement, City shall deliver a Notice of Non-Performance Penalty ("Notice") to Developer, and Developer shall pay the Non-Performance Penalty in a single installment due on or before a date fifteen (15) calendar days following delivery of the Notice.

City hereby informs Developer, OAH, and VA that Developer, OAH, and/or VA has failed to make payment(s) required by the Agreement. The past due amount is \$150,000.00. Accordingly, pursuant to Section 4.5 of the Agreement, a penalty of \$1,500.00 ("Penalty Amount") is hereby imposed. Please remit payment of the Penalty Amount by 2/24/2023.
25 nt



City Manager
City of Mendota

2/9/2023

Date



CITY OF MENDOTA

"Cantaloupe Center Of The World"

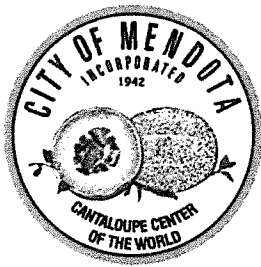
Date: April 7, 2023

Bill To:	
Name:	Odyssey
Address:	2222 E. Olympic Blvd Los Angeles, CA 90021
Attn:	Legal Department

Description	Amount
Odyssey Development Agreement Public Contribution Payment Quarter May 2nd Payment	\$ 150,000.00
Total Amount Due	\$ 150,000.00

Due May 2, 2023

Please make payable to City of Mendota. If you have any questions, please contact City Hall at (559) 655-3291. Thank you.



CITY OF MENDOTA

"Cantaloupe Center Of The World"

Date: July 21, 2023

Bill To:	
Name:	Odyssey
Address:	2222 E. Olympic Blvd Los Angeles, CA 90021
Attn:	Legal Department

Description	Amount
Odyssey Development Agreement Public Contribution Payment Quarter August 2nd Payment	\$ 150,000.00
Total Amount Due	\$ 150,000.00

Due August 2, 2023

Please make payable to City of Mendota. If you have any questions, please contact City Hall at (559) 655-3291. Thank you.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: NANCY BANDA, FINANCE DIRECTOR & ALEX GIBBS, TOWNSEND PUBLIC AFFAIRS, INC.
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: COMMUNITY RESILIENCE CENTER GRANT OPTIONS
DATE: AUGUST 22, 2023

ISSUE

Shall the City Council provide direction to staff on the Community Resilience Center grant options?

BACKGROUND

The City of Mendota (“City”) has secured \$8,000,000 in funding from the FY24 California State Budget for the construction of a community center at Rojas-Pierce Community Park.

City staff have also applied for a California Department of Food and Agriculture (“CDFA”) Community Resilience Center Grant in the amount of \$8,000,000 for the construction of the community center at Rojas-Pierce Community Park. The awards for this grant program will be announced sometime in August 2023. The likelihood of being awarded funding is low due to the highly competitive nature of the grant program.

The California Strategic Growth Council (SGC) Community Resilience Center Grant (“CRC”) is currently available. The application deadline is September 18th. The program offers funding for planning projects, pre-development projects, and implementation (construction) projects. Implementation grants require a “preproposal” form to be submitted to SGC by August 25th. Grant awards would likely be announced in Spring 2024.

Westside Youth Inc., the nonprofit organization that operates in the City, was granted technical assistance from SGC to pursue a CRC grant. This would entail assistance from SGC staff throughout the grant writing process. Westside Youth Inc. currently needs site control for a location in the City, which is a grant requirement. They have proposed partnering with the City to apply for an implementation grant for the construction of the community center at Rojas-Pierce Community Park but would request dedicated facility use from the City free of charge in exchange for partnering on the application.

The City has retained a firm with RRM Design for Conceptual Programming Services. The scope of services will include meeting with City staff members and key stakeholders to review the space and operational needs for personnel and equipment functions and identify and document these in a space needs document. Then a conceptual site/floor plan and conceptual project budget will be developed.

ANALYSIS

The City can pursue a Strategic Growth Council (“SGC”) Community Resilience Center Grant (“CRC”) for implementation, however, the odds of success are low due to the lack of planning, permitting, and community outreach that has not been conducted up to this point. The City can also pursue a pre-development grant for design, permitting, and environmental clearance. If successful, the project would be awarded in Spring or Summer 2024. The funds would be eligible for any pre-construction activities that still need to be paid for as the grant program would not retroactively fund planning, design, environmental clearance, community outreach, construction, etc. This means that pursuing this grant may delay the planning and design work of RRM Design and could potentially lead to increased labor/construction costs.

The City can also pursue additional community project request funds through the federal legislative process in 2024 for the community center. If granted these funds would likely be awarded in Winter 2024 and would be unrestricted, meaning they could be used retroactively for any previous costs incurred by the City for the planning, design, construction, etc. of the facility. This could allow the City to move forward with the design of the project now, with the ability to increase the facility size or add additional amenities, such as a swimming pool at a later date.

That being said, the City has yet to receive the grant application that Westside Youth, Inc. submitted, and due to the lack of communication on what the grant application entails and what the City’s role will be or expectations, the City should not advance the community center project that has yet to be constructed as part of the CRC grant that the Westside Youth, Inc. will receive technical assistance. If Westside Youth, Inc. desires to move forward with the technical assistance grant and the City Council desires the City of Mendota to be involved in the process, there could be a possibility of all entities being able to discuss other options and locations for a future site for Westside Youth, Inc. For example, the Mendota Unified School District has an unoccupied community center and senior center that could possibly be a location for Westside Youth, Inc. to conduct its services for the community. Or, the City, Westside Youth Inc., and other stakeholders would be able to conduct an assessment of identifying potential future sites and assist with beginning the process for their own community center.

FISCAL IMPACT

Unknown, as all grant funding is contingent on being awarded by a state agency or the federal government.

RECOMMENDATION

Staff recommends that the City Council continue moving forward with the Mendota Community Center as intended without partnering with Westside Youth, Inc. Furthermore, staff recommends that the City Council give direction to staff if the City should assist in the technical assistance received by Westside Youth, Inc. from SGC to pursue a CRC grant.

Attachment(s):

None

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPOINTMENT OF A MENDOTA RESIDENT TO THE RECREATION COMMISSION
DATE: AUGUST 22, 2023

ISSUE

Should the City Council appoint a Mendota resident to the Recreation Commission?

BACKGROUND

The Mendota Recreation Commission recently had an unexpected vacancy, whose term runs through January 31, 2025.

A public notice was posted on July 24, 2023 notifying the public of the unscheduled vacancy, the term of the available office for appointment, the location of the application that is required to be completed, and the deadline (which was August 16, 2023 by 5pm) by which the application must be submitted to the office of the City Clerk.

ANALYSIS

Two (2) applications were received by the deadline for the one (1) available position on the Recreation Commission. The applications were submitted by Viviana Munguia and Irene Barajas and their applications are attached. Pursuant to Mendota Municipal Code Section 2.32.020, the City Council maintains the authority to appoint individuals to the Recreation Commission.

FISCAL IMPACT

There is no fiscal impact caused by the item.

RECOMMENDATION

Staff recommends that the City Council consider both applications and appoint a resident to the available position on the Recreation Commission.

Attachments:

1. Notice of Commission Vacancy – Local Appointment List
2. Applications:
 - a. Viviana Munguia
 - b. Irene Barajas



CITY OF MENDOTA

“Cantaloupe Center Of The World”

CITY OF MENDOTA NOTICE OF COMMISSION VACANCY

Maddy Act Compliance - California Government Code Sections 54970-54974

Notice is hereby given that there is one (1) vacancy on the Recreation Commission of the City of Mendota. The City of Mendota encourages residents to apply for available position on the Commission. For any questions regarding this notice, please contact the City Clerk’s office at (559) 655-3291 or at ccabrera@cityofmendota.com.

RECREATION COMMISSION

(Applications Due by 5 p.m. by Wednesday, August 16, 2023)

Commissioner Libertad Lopez*	Appointed: January 2023	Expires: January 31, 2025
Commissioner Paul Ochoa**	Appointed: January 2021	Expires: January 31, 2025
Commissioner Albert Escobedo***	Appointed: January 2023	Expires: January 31, 2027
Commissioner Kevin Romero	Appointed: January 2023	Expires: January 31, 2027
Commissioner Marcela Alonzo	Appointed: November 2022	Expires: January 31, 2025
Commissioner Alicia Escobedo	Appointed: January 2023	Expires: January 31, 2027
Commissioner – VACANT		Expires: January 31, 2025

* Designated City Council Representative

**Designated Mendota Unified School District Representative

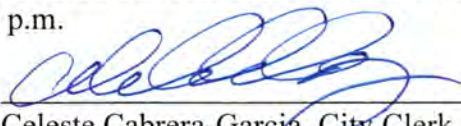
***Designated Planning Commission Representative

Recreation Commission Qualifications

1. Applicants must be a Mendota resident; and
2. Applicants shall not be a salaried employee of the City; and
3. Applicants must submit a completed **Application for Membership on a City of Mendota Board or Commission** to the City Clerk (*Applications are available at City Hall, 643 Quince Street, Mendota, CA 93640 or the City’s website at www.cityofmendota.com*).
4. Applicants will complete the term of the vacant seat on the Commission.

Dated: July 24, 2023

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby declare that the foregoing Special Public Notice, was posted on the outside bulletin board located at City Hall, 643 Quince Street on Monday, July 24, 2023 at 5:00 p.m.



Celeste Cabrera-Garcia, City Clerk



CITY OF MENDOTA
643 QUINCE STREET
MENDOTA, CA 93640
(559) 655-3291

AUG 07 2023

APPLICATION FOR MEMBERSHIP ON A CITY OF MENDOTA
BOARD, COMMISSION OR COMMITTEE

Name of Board or Committee: Mendota Youth Recreation

Applicants' name: Viviana Munquica

Address: [REDACTED]

Telephone number: [REDACTED]

Present occupation: None

Number of years as a Mendota resident: 18 years

Memberships:

Are you a member of any other community boards, commissions or committees? Yes No.

If yes please provide list: _____

At the initial formation of the committee you have the option of a 2 year or 4 year term, please select which you would like to serve. 2 years _____ 4years
(Not Applicable for the Planning Commission. Commissioners serve 4 year terms).

Education:

Please state the highest year of school completed High school.

Please state any special areas of study, work experience or special area of interest that may be of value to this committee:

Please give a brief statement of your views related to the business of this committee and why you would like to be a member.

Mentoring activities, including one to one relationship building and tutoring. Sports, recreation, and other activities promoting physical fitness and teamwork.

Signature of Applicant: Viviana Murguica Date: 8/07/23

Accepted:

Signature of City Clerk: Celeste Cabreza-Garcia Time: 5:00pm
Date: 8/07/2023



CITY OF MENDOTA
643 QUINCE STREET
MENDOTA, CA 93640
(559) 655-3291

AUG 16 2023

APPLICATION FOR MEMBERSHIP ON A CITY OF MENDOTA
BOARD, COMMISSION OR COMMITTEE

Name of Board or Committee: Recreation Commission of the City of Mendota

Applicants' name: Irene Barajas

Address: [REDACTED]

Telephone number: [REDACTED]

Present occupation: Secretary / Registrar

Number of years as a Mendota resident: 39

Memberships:

Are you a member of any other community boards, commissions or committees? Yes No.

If yes please provide list: Mendota Youth Recreation, Mendota Youth Baseball, Mendota Youth Dance.

At the initial formation of the committee you have the option of a 2 year or 4 year term, please select which you would like to serve. 2 years 4years
(Not Applicable for the Planning Commission. Commissioners serve 4 year terms).

Education:

Please state the highest year of school completed Some College.

Please state any special areas of study, work experience or special area of interest that may be of value to this committee:

I've been an employee at the Mendota Continuation since Oct. 2010 which has given me experience working older youth, adolescent youth and adults. I also volunteer at community events. I speak English and Spanish which is a great addition for this position. I look forward to hearing back from you.

Please give a brief statement of your views related to the business of this committee and why you would like to be a member.

I'm born and raised in this community and want to give to the community. My children are also being born and raised in this community and I want to be a part of a community where we can help make changes too and grow together.

Signature of Applicant: Rene Bonajaz Date: 8/16/23

Accepted:

Signature of City Clerk: Celeste Cabrera Garcia Time: 5:00pm

Date: 8/16/2023

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

**AN ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF MENDOTA AMENDING
TITLE 5 OF THE MENDOTA MUNICIPAL
CODE RELATED TO THE REGULATION
OF MOBILE VENDING OPERATIONS**

ORDINANCE NO. 23-03

WHEREAS, the City of Mendota (“City”) is responsible for enforcing laws and regulations to protect the health and safety of its citizens; and

WHEREAS, to that end, the City has the authority to license, for either revenue or regulation, every kind of lawful business transacted within its borders (Cal. Const., art. XI, § 7; Gov. Code, § 37101; Bus. & Prof. Code, § 16000); and

WHEREAS, Senate Bill (“SB”) 946 was signed into law on September 17, 2018, and became effective on January 1, 2019; and

WHEREAS, SB 946 limited local governments’ authority to regulate sidewalk food vendors throughout the state, except in accordance with the specific regulations permitted by Government Code sections 51038 and 50139; and

WHEREAS, to achieve compliance with SB 946 and ensure the health and safety of its community, the City Council approved Ordinance No. 19-05 to establish regulations applicable to sidewalk vendors and amend those regulations applicable to motorized itinerant vendors; and

WHEREAS, in approving Ordinance No. 19-05, the City Council made the following determinations:

1. The establishment of a sidewalk vending program would benefit the City by facilitating entrepreneurship and providing economic opportunities for people to support themselves and their families, and by contributing to a diverse food options and lively streets; and
2. The act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards, including, but not limited to, inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic; and

3. The regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and
4. Regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and
5. Restrictions on sidewalk vending in public parks are necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks; and
6. Restrictions on sidewalk vending in residential areas are necessary to ensure that such areas are protected from excessive noise and traffic impacts while allowing economic opportunities for sidewalk vendors; and
7. The time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses, and visitors.

WHEREAS, SB 972 was signed into law on September 23, 2022, and became effective on January 1, 2023; and

WHEREAS, SB 972 builds upon SB 946's requirements that local jurisdictions accommodate sidewalk vendors, and, among other things, decriminalizes violations of the California Retail Food Code committed by sidewalk food vendors and compact mobile food operations; and

WHEREAS, the City Council wishes to revise the Mendota Municipal Code ("MMC") to incorporate SB 972's provisions regarding a new term for sidewalk vendors who sell food, "compact mobile food operations" as defined in Section 113831 of the Health and Safety Code, to ensure the safe and up-to-date regulation of these businesses; and

WHEREAS, to achieve compliance with SB 972 and ensure the health and safety of its community, the City Council must revise the MMC provisions related to the imposition of penalties for regulatory violations committed by sidewalk vendors and compact mobile food operations; and

WHEREAS, following receipt of community complaints and feedback from City staff regarding expensive and ineffective enforcement efforts related to the City's sidewalk vendor and motorized itinerant vendor regulations, for clarity's sake, the City Council finds the MMC's provisions related to both sidewalk vendors and motorized itinerant vendors must also be amended to plainly state mobile vendors' permits are held and operations are allowed to continue in the City subject to continuing compliance with all applicable State, County, and City health and safety requirements that apply to their industry despite the fact that the Health and Safety Code tasks all local jurisdictions with enforcement of those State-level regulations; and

WHEREAS, those same findings and determinations that supported the City's adoption of Ordinance No. 19-05 remain, and the City Council reaches those same findings and makes those same determinations in the adoption of the instant Ordinance; and

WHEREAS, the City Council further finds and determines the time, place, and manner regulations and requirements provided herein are directly related to the City's intended purpose of protecting of the health, safety, and welfare of its residents, businesses, and visitors by ensuring, among other things, public rights-of-way remain open and unobstructed for both pedestrian and vehicular travel, mobile vending businesses throughout the community are properly licensed and subject to effective monitoring in connection with the many regulatory requirements applicable to their industry, and to ensure the peace and safety of the community by preventing the distribution of harmful goods or services; and

WHEREAS, the City Council of the City of Mendota hereby finds and determines that all of the Recitals above are true and correct.

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

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

SECTION 2. Section 5.04.060 of Chapter 5.04 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.04.010 – Definitions.

For purposes of this Title, the following terms shall have the following meanings:

- A.** "Business" means trades, callings, professions, and occupations of every kind whether or not carried on for profit.
- B.** "Motorized itinerant vendor" means a person, other than a sidewalk vendor, engaged in the business of selling food, goods, wares, merchandise, or any other thing of value from a motorized unit.
- C.** "Person" or "party" means a firm, corporation, partnership, club, association, or other entity conducting or carrying on a business in the City.

- D.** "Sale" means the transfer, in any manner or by any means, of title to real or personal property for consideration, including a transaction whereby the possession of property is transferred and the seller retains legal title as security for payment of the purchase price.
- E.** "Sidewalk vendor" means a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, ~~upon a public sidewalk or other pedestrian path.~~

SECTION 3. Section 5.04.060 of Chapter 5.04 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.04.060 – Issuance of Licenses.

- A. Persons may apply for a license by completing an application on forms prescribed by the ~~city clerk~~ **Finance Department** and paying the applicable license fee **listed in this Chapter or contained in the relevant portions of this Code.**
- B. Upon the payment of the license fees ~~imposed by this title~~, the **City** shall issue a license in such form as the ~~city clerk~~ **Finance Department** may prescribe. The license shall continue in full force and effect until:
 1. The licensee fails to make payments as required by this ~~title~~ **Code**;
 2. The license is revoked by the **City** ~~clerk~~ for violation of any of the provisions of this ~~title~~ **Code**;
 3. The business changes its address;
 4. The business is discontinued;
 5. The business ownership changes; or
 6. The date of expiration of the license.
- C. A licensee with no permanent business address, such as a sidewalk vendor, shall be issued a license showing the expiration date.
- D. No license issued under this title may be transferred or assigned, nor shall it authorize any person, other than the person therein named, to conduct business in the **City**.
- E. A mistake by the **Finance** **Director** in calculating the amount of the license fees shall not prevent or prejudice collection of the correct amount due from the licensee.
- F. No license shall be issued to the holder of a delinquent license until all fees

and penalties have been paid in full.

SECTION 4. Section 5.04.090 of Chapter 5.04 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.04.090 – Posting and Exhibiting Licenses.

Every licensee carrying on a business at a fixed place of business shall keep the license posted and exhibited in a conspicuous place on the premises. Every licensee not having a fixed place of business shall carry such license with him ~~him~~ **them** at all times while carrying on the business. Every licensee shall produce and exhibit the license whenever requested to do so by a police officer, person authorized to issue or inspect licenses, or a person authorized to collect license fees for the **C**ity.

SECTION 5. Section 5.08.230 of Chapter 5.08 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.08.230 – Motorized Itinerant Vendor.

Persons engaged in the business of as a motorized itinerant vendor, ~~including lunch trucks,~~ shall pay an **annual** license fee in the amount **set by Resolution of the City Council** of ~~one hundred fifty dollars (\$150.00)~~ per year for each place of business.

SECTION 6. Section 5.08.340 of Chapter 5.08 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.08.340 – Reserved Sidewalk Vendor.

Persons engaged in business as a sidewalk vendor shall pay an annual license fee in the amount set by Resolution of the City Council for each place of business.

SECTION 7. Section 5.28.010 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.010 – Definitions.

The following words and phrases, whenever used in this **C**hapter, shall mean as follows:

- A.** **“California Retail Food Code” shall mean Part 7 of Division 104 of the California Health and Safety Code, as amended from time to time.**
- B.** "Certified farmers' market" shall mean a location operated in accordance with Chapter 10.5 of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.
- C.** "City **M**anager" shall mean the **C**ity **M**anager of the **C**ity of Mendota, or ~~his or her~~ **their** designee.

- D.** **“Commissary” shall have the same meaning as the term is used in the California Retail Food Code.**
- E.** **“Compact mobile food operation” shall mean a sidewalk vendor who, in conjunction with a commissary or other permanent food facility, sells or distributes food at retail.**
- F.** "Person" shall mean one or more individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnerships, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, nonprofit, or any other activity.
- G.** "Roaming sidewalk vendor" shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.
- H.** "Sell" or "selling" shall mean to sell, offer for sale, display for sale, or solicit offers to purchase, food, food products, beverages, goods, or merchandise.
- I.** "Sidewalk vendor" shall mean a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance, or from one's person, ~~upon a public sidewalk or other pedestrian path.~~ A motorized itinerant vendor is not a sidewalk vendor.
- J.** "Stationary sidewalk vendor" shall mean a sidewalk vendor who sells from a fixed location.
- K.** "Swap meet" shall mean a location operated in accordance with Article 6 of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.
- L.** "Temporary special permit" shall mean a permit issued by the city for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to, city or privately sponsored filming, parades, or outdoor concerts.
- M.** "Vending cart" shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for selling, whether mobile or stationary, that is not a vehicle as defined in the California Vehicle Code.

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SECTION 8. Section 5.28.020 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.020 – Permit Required.

No person shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vendor permit pursuant to this Chapter.

SECTION 9. Section 5.28.030 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.030 – Sidewalk Vendor Permit Application.

A. **In addition to the other requirements of this Title, to** apply for a sidewalk vendor permit, a person must file an application with the City Manager, or their designee, accompanied by a nonrefundable application processing fee in an amount established by Resolution of the City Council. The application shall be in a form prescribed by the City Manager, or their designee, and shall contain, at a minimum, the following:

1. The legal name, and current address, and telephone number of the applicant;
2. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;
3. A description of the food or merchandise offered for sale;
4. A description of the area(s) and time(s) **in which** the applicant intends to operate, **including information regarding the impact of proposed operations on site access and available parking as applicable**;
5. Whether the applicant intends to operate as a stationary sidewalk vendor and/or a roaming sidewalk vendor;
6. Sufficient information to determine whether the applicant will comply with the operating requirements set forth in Section 5.28.100;
7. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;
8. Certification by the applicant that the information contained in the application is true to his or her **their** knowledge and belief;
9. **If the applicant intends to be a compact mobile food operation**—a vendor of food or food products, certification of completion of a food handler course and proof of all required approvals from the Fresno

County Department of Public Health, unless exempted from this requirement by the California Retail Food Code;

10. If the applicant intends to be a compact mobile food operation, proof of current commissary access and usage to the extent required by the California Retail Food Code.

11. Proof of liability insurance; and

12. Any other reasonable information regarding the time, place, and manner of the proposed vending.

B. If the application requests the applicant's social security number, the applicant may, in lieu of providing a social security number, provide a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a State law or State or Federal court order.

SECTION 10. Section 5.28.040 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.040 – Sidewalk Vending Permit Fee.

Prior to the issuance of a sidewalk vendor permit, all applicants shall pay a nonrefundable sidewalk vendor permit fee in an amount established by ~~resolution of the city council~~ Section 5.08.340.

SECTION 11. Section 5.28.050 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.050 – Criteria for Approval or Denial of Permit.

A. The City Manager, or their designee, shall approve the issuance of a sidewalk vendor permit unless ~~he or she~~ they determines that:

~~A-1.~~ Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;

~~B-2.~~ The applicant has failed to provide a complete application; after having been notified of the requirement to produce additional information or documents;

~~C-3.~~ The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section 5.28.100; ~~or~~

~~D-4.~~ The applicant has failed to pay the sidewalk vendor permit fees required pursuant to Sections 5.28.030, 5.28.040, or 5.08.340; or

~~E~~5. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this Chapter.

B. If the sidewalk vendor permit application is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

SECTION 12. Section 5.28.060 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.060 – Permit Expiration and Renewal.

A. A sidewalk vendor permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance.

B. A person may apply for a permit renewal on a form provided by the City prior to the expiration of ~~his or her~~ their active sidewalk vendor permit.

1. **For cases involving reissuance of a sidewalk vendor permit for a compact mobile food operation, said renewal application shall provide proof of commissary usage for the previous twelve (12) months, unless exempted from those requirements by the California Retail Food Code.**

SECTION 13. Section 5.28.070 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.070 – Permit Rescission.

The City Manager, or their designee, may rescind a permit issued to a sidewalk vendor for a fourth violation or subsequent violation of this Chapter or any applicable provisions of the California Retail Food Code. A sidewalk vendor whose permit is rescinded may apply for a new sidewalk vending permit upon the expiration of the term of the rescinded permit.

SECTION 14. Section 5.28.080 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.080 – Appeals.

Any person aggrieved by the decision of the City Manager to issue, deny issuance, or rescind a sidewalk vendor permit may appeal the decision to the City Council. The appeal shall be filed with the City Clerk within fourteen (14) days following the date of the ~~city manager's~~ decision issued by the City Manager, or their designee. The appeal must be in writing and must clearly state the applicant's reasons for appealing the decision.

SECTION 15. Section 5.28.090 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.090 – Permits Nontransferable.

No permit granted pursuant to this Chapter shall be transferable.

SECTION 16. Section 5.28.100 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.100 – Operating Requirements.

Sidewalk vendors shall comply with the following operating requirements:

- A. No sidewalk vendor shall vend in the following locations:
 - 1. Within fifteen (15) feet of any street intersection;
 - 2. Within ten (10) feet of any fire hydrant, fire call box, or other emergency facility;
 - 3. Within ten (10) feet of any driveway, ~~or~~ driveway apron, or alley approach;
 - 4. Upon or within any roadway, median strip, or dividing section;
 - 5. Upon or within any parkway or landscaped areas lacking paved pathways for travel;
 - 6. Within five hundred (500) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;
 - 7. Within five hundred (500) feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
 - 8. In any City-owned parking lot without prior written authorization from the City Manager, issued at the City Manager's sole discretion;
 - 9. On private property without the written consent of the property owner and their confirmation the proposed vending operations will not impede site access, parking, or other applicable health and safety requirements and conditions applicable to the property;
 - 10. Within fifty (50) feet of another sidewalk vendor; or

11. Within twenty-five (25) feet of an entrance to or exit from any building.

- B. No sidewalk vendor shall ~~sell~~ **vend** in a manner that blocks or obstructs the free movement of pedestrians or vehicles. Sidewalk vendors must at all times provide a clearance of not less than three **(3)** feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running, or using mobility assistance devices **and to comply with the Americans with Disabilities Act.**
- C. Sidewalk vending is only permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:
1. In residential areas, sidewalk vending shall only be permitted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays.
 2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
 3. In park areas, sidewalk vending shall be permitted only during hours when the park is open to the public.
- D. Stationary sidewalk vendors shall not ~~sell~~ **vend** in areas that are zoned exclusively residential.
- E. Roaming sidewalk vendors vending in areas that are zoned exclusively residential shall move continuously, except when conducting a sale which shall not last longer than fifteen (15) minutes.**
- F.** Stationary sidewalk vendors shall not ~~sell~~ **vend** at any park where the **C**ity has signed an agreement for concessions that exclusively permits the sale of food or merchandise by a concessionaire.
- G.** Sidewalk vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the sidewalk vendor shall pick up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location.
- H.** **Compact mobile food operations** ~~Vendors of food or food products~~ shall possess and display in plain view on the vending cart a valid public health permit from the Fresno County Department of Public Health, **unless exempted from this requirement by the California Retail Food Code.**
- I.** Sidewalk vendors shall possess **and display** ~~at all times while selling~~ a valid sidewalk vendor permit issued pursuant to this **C**hapter, as well as any other permit or license required by the **C**ity and any other appropriate governmental

agency, at all times while vending.

- J. Sidewalk vendors shall possess ~~at all times while selling~~ proof of current liability insurance at all times while vending.
- K. Sidewalk vendors shall comply with all applicable Federal, State, and local laws, including, without limitation, state food preparation, handling, and labeling, and storage requirements contained in the California Retail Food Code; fire codes and regulations; noise standards; alcoholic beverage, tobacco product, cannabis, electronic cigarette, smoking devices, and controlled substances regulations; sanitation and health standards set forth in this Code and the California Retail Food Code; and the Americans with Disabilities Act of 1990 and other disability access standards (both State and Federal).
- L. Vending carts shall not be chained, fastened, or affixed at any time to any building or structure, including, but not limited to, lampposts, parking meters, traffic signals, fire hydrants, benches, bus shelters, trash cans, street signs, trees, or other objects within the public right-of-way. No vending cart shall become a permanent fixture on any site or be considered an improvement to real property.
- M. Vending carts shall not be left unattended or stored on public property or within the public right-of-way. Vending carts shall be immediately removed from public property when not in active use by a sidewalk vendor. Vending carts and equipment left in public spaces or in the public right-of-way overnight, or outside the permitted hours for sidewalk vending operations, will be considered discarded and may be seized or disposed of by the City.
- N. Compact mobile food operations shall comply with all applicable commissary use and vending-cart storage requirements contained in the California Retail Food Code.
- O. Sidewalk vendors shall not place any type of fencing or other dividers around the vending cart.
- P. Sidewalk vendors shall not place tables, chairs, shade structures, or other furniture around the vending cart.
- Q. Sidewalk vendor advertising signage must be attached to the vending cart or the sidewalk vendor's person. No such signs or displays may be placed on public property.
- R. Sidewalk vendors shall not use any horns, music, lights, visual media, or sound amplifying devices that disturb the public peace and welfare in connection with vending operations unless expressly approved in their sidewalk vendor permit.

- S. Sidewalk vendors shall not use electrical outlets owned by the City. Sidewalk vendors shall not run power cords or extension cords across the sidewalk or other public right-of-way.**
- T. Sidewalk vendors shall not attach to water lines, electrical lines, or gas lines while vending.**
- U. Sidewalk vendors shall not vend to customers in vehicles.**
- V. Sidewalk vendors shall not sell lottery tickets, alcohol, cannabis, adult-oriented material, weapons, or tobacco or electronic cigarette products.**
- W. Sidewalk vending of services, including rental services, is prohibited.**
- X. Vending carts shall not physically alter or otherwise damage the underlying sidewalk.**
- Y. Sidewalk vendors' operations shall not discharge any liquid, including, but not limited to, water, grease, or oil, onto or into City streets, storm drains, catch basins, or sewer facilities.**
- Z. Sidewalk vendors shall immediately clean up any food, grease, liquid, or other item related to their vending operations that falls on public property.**
- AA. Stationary sidewalk vendors who operate after daylight hours shall provide adequate lighting sufficient to ensure customer safety. Such lighting shall be directed downward and away from adjacent properties.**

SECTION 17. Section 5.28.110 of Chapter 5.28 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.28.110 – Administrative Citations.

- A. A violation of this Chapter by a sidewalk vendor who has a valid sidewalk vendor permit from the City is punishable only by an administrative citation in amounts not to exceed the following:
 1. **A notice of violation detailing the violation.**
 2. One hundred dollars (\$100.00) for a first **second** violation **within one year of the first violation.**
 3. Two hundred dollars (\$200.00) for a ~~second~~ **third** violation within one year of the first violation.
 4. Five hundred dollars (\$500.00) for each additional violation within one year of the first violation.
- B. A person engaged in sidewalk vending **that would not otherwise be**

considered a compact mobile food operation without a valid **C**ity sidewalk vendor permit is punishable by an administrative citation in amounts not to exceed the following, in lieu of the amounts set forth in **P**aragraph **(A)**:

1. Two hundred fifty dollars (\$250.00) for a first violation.
2. Five hundred dollars (\$500.00) for a second violation within one year of the first violation.
3. One thousand dollars (\$1,000.00) for each additional violation within one year of the first violation.
4. Upon proof of a valid sidewalk vendor permit issued by the **C**ity, the administrative citations set forth in this paragraph shall be reduced to amounts set forth in **P**aragraph **(A)**.

C. **A person engaged in vending that would be considered a compact mobile food operation, without a valid City sidewalk vendor permit, is punishable by an administrative citation in amounts identical to those forth in Paragraph (A). This Paragraph shall be effective until January 1, 2024, upon which date it shall be repealed.**

C. **A person engaged in vending that would be considered a compact mobile food operation, without a valid City sidewalk vendor permit, is punishable by an administrative citation in the amount of three (3) times the cost of a City sidewalk vendor permit pursuant to Section 5.08.340. This Paragraph shall become effective on January 1, 2024.**

D. A violation of this **C**hapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

E. Failure to pay an administrative citation issued pursuant to this **S**ection shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

F. When assessing administrative citations pursuant to this **S**ection, the hearing officer shall take into consideration the person's ability to pay the fine. The **C**ity shall provide the person with notice of his or her right to request an ability-to-pay determination and shall make available instructions or other materials for requesting an ability-to-pay determination. The person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a comprehensive collection program.

G. If the person meets the criteria described in **S**ubdivision (a) or (b) of Government Code Section 68632, the **C**ity shall accept, in full satisfaction, twenty (20) percent of an administrative citation imposed pursuant to this

Chapter.

- H. The hearing officer may allow a person to complete community service in lieu of paying the total administrative citation, may waive the administrative citation, or may offer an alternative disposition.

SECTION 18. Section 5.32.010 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended to read as follows:

5.32.010 – Definitions.

For the purposes of this Chapter, the following words have the meanings set out in this Section:

- A. **“California Retail Food Code” shall mean Part 7 of Division 104 of the California Health and Safety Code, as amended from time to time.**
- B. **“Commissary” shall have the same meaning as the term is used in the California Retail Food Code.**
- C. "Merchandise" **shall** means any item of personal property whether tangible or intangible, or any service capable of sale.
- D. **“Mobile food facility” shall mean any motorized itinerant vendor who, in conjunction with a commissary or other permanent food facility, sells or distributes food at retail. “Mobile food facility” does not include a “transporter” used to transport packaged food from a food facility, or other approved source to the consumer.**
- E. "Motorized itinerant vendor" **shall** means a person, other than a sidewalk vendor, engaged in the business of selling food, goods, wares, merchandise, or any other thing of value from a motorized unit.
- F. **“Motorized unit” shall mean the motorized vehicle from which a motorized itinerant vendor conducts business.**
- G. "Nonprofit organization" **shall** means an organization which is capable of being so designated under the rules and regulations of the Internal Revenue Service.

SECTION 19. Section 5.32.015 is hereby added to Chapter 5.32 of Title 5 of the Mendota Municipal Code and reads as follows:

5.32.015 – Motorized Itinerant Vendor Permit Application.

- A. **In addition to the other requirements of this Title, to apply for a motorized itinerant vendor permit, a person must file an application with the City Manager accompanied by a nonrefundable application processing fee in an amount established by Resolution of the City**

Council. The application shall be in a form prescribed by the Finance Department and shall contain, at a minimum, the following:

- 1. The legal name, current address, and telephone number of the applicant;**
- 2. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name and business address of the principal;**
- 3. A description of the food or merchandise offered for sale;**
- 4. A description of the area(s) and time(s) in which the applicant intends to operate , including information regarding the impact of proposed operations on site access and available parking as applicable;**
- 5. Sufficient information to determine whether the applicant will comply with the operating requirements set forth in Section 5.32.070;**
- 6. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code;**
- 7. Certification by the applicant that the information contained in the application is true to their knowledge and belief;**
- 8. If the applicant intends to be a mobile food facility, certification of completion of a food handler course and proof of all required approvals from the Fresno County Department of Public Health, unless exempted from this requirement by the California Retail Food Code;**
- 10. If the applicant intends to be a mobile food facility, proof of current commissary access and usage to the extent required by the California Retail Food Code.**
- 11. Proof of liability insurance; and**
- 12. Any other reasonable information regarding the time, place, and manner of the proposed vending.**

B. If the application requests the applicant's social security number, the applicant may, in lieu of providing a social security number, provide a California driver's license or identification number, an individual taxpayer identification number, or a municipal identification number. The number collected shall not be available to the public for inspection, is confidential, and shall not be disclosed except as required to administer the permit or licensure program or comply with a State law

or State or Federal court order.

SECTION 20. Section 5.32.020 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.020 – Criteria for Approval or Denial of Permit.

~~All motorized itinerant vendor equipment and vehicles must be inspected and approved by the local health officer prior to the issuance or renewal of a motorized itinerant vendor permit and such permit shall be displayed in plain sight on the vehicle. The permit fee for an annual permit shall be set by resolution of the city council. Permits shall be issued for a period of one year. The application fee for an annual permit shall be set by resolution of the city council.~~

A. Subject to the limitations on the amount of motorized itinerant vendor permits and order of priority of applications for motorized itinerant vendor permits contained in this Chapter, the City Manager, or their designee, shall approve the issuance of a motorized itinerant vendor permit unless they determine that:

- 1. Information contained in the application, or supplemental information requested from the applicant, is false in any material detail;**
- 2. The applicant failed to provide a complete application after having been notified of the requirement to produce additional information or documents;**
- 3. The applicant has failed to demonstrate an ability to conform to the operating standards set forth in Section 5.32.100;**
- 4. The applicant has failed to pay the motorized itinerant vendor fees required pursuant to Sections 5.32.015, 5.32.020, or 5.08.230; or**
- 5. The applicant has failed to pay any previous administrative fines, complete any community service, and/or complete any other alternative disposition associated with a previous violation of this Chapter.**

B. If the motorized itinerant vendor permit application is denied, written notice of such denial and the reasons therefor shall be provided to the applicant.

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SECTION 21. Section 5.32.030 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.030 – Number of Permits Issued.

One motorized itinerant vendor permit shall be issued for each one thousand five hundred (1,500) residents or a portion thereof, in the City, as established by an official census.

SECTION 22. Section 5.32.035 is hereby added to Chapter 5.32 of Title 5 of the Mendota Municipal Code and reads as follows:

5.32.035 – Permits Nontransferable.

No permit granted pursuant to this Chapter shall be transferable.

SECTION 23. Section 5.32.040 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.040 – Issuance of New Permits.

New motorized itinerant vendor permits shall be issued to the qualified person who has applied for a motorized itinerant vendor's license permit for the longest period of time. If there is no such person or it is impossible to determine the identity of that person, the new permittee shall be chosen by lot. Permit renewals shall be issued consistent with the provisions of Sections 5.28.020 and 5.28.060.

SECTION 24. Section 5.32.045 is hereby added to Chapter 5.32 of Title 5 of the Mendota Municipal Code and reads as follows:

5.32.045 – Permit Expiration and Renewal.

- A. A motorized itinerant vendor permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance.**
- B. Subject to the other provisions of this Chapter, a person may apply for a permit renewal on a form provided by the City prior to the expiration of their active motorized itinerant vendor permit.**
 - 1. For cases involving reissuance of a motorized itinerant vendor permit for a mobile food facility, said renewal application shall provide proof of commissary usage for the previous twelve (12) months, unless exempted from those requirements by the California Retail Food Code.**

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SECTION 25. Section 5.32.050 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.050 - Notices When Less Than All Permits Are Issued.

Whenever ~~there are~~ less than the maximum number of motorized itinerant vendor permits **have been** issued in the City, the City clerk shall post notice in City Hall, mail notice to any person who held a motorized itinerant vendor permit during the prior year who failed to renew that permit, and mail notice to persons who made written request for such notice and paid a fee of five dollars (\$5.00) to cover processing costs. Written requests for notice more than twelve (12) months old will not be honored.

SECTION 26. Section 5.32.060 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.060 - Priority ~~to~~ of Existing Permits.

Persons holding a motorized itinerant vendor permit shall have priority on the reissuance and renewal of their **motorized itinerant vendor** permits subject to the following conditions:

- A. The **motorized itinerant vendor** permittee shall have complied with all provisions of this Code with respect to the operation of the motorized unit **in the preceding twelve (12) months**;
- B. The motorized unit shall have been approved by the local health officer, **unless exempted from this requirement by law**; and
- C. The **motorized itinerant vendor** permittee shall have actively exercised the **motorized itinerant vendor** permit during the prior permit period by operating in the City during substantially all of the permit period.

SECTION 27. Section 5.32.070 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.070 – ~~Sitting and Outdoor Seating~~ Operating Requirements.

Motorized itinerant vendors shall comply with the following operating requirements:

- A. **No motorized itinerant vendor shall vend in the following locations:**
 - 1.** The motorized unit shall not be located closer than **Within** fifty (50) feet from a permitted restaurant;
 - 2.** **Within fifteen (15) feet of any street intersection;**
 - 3.** **Within ten (10) feet of any fire hydrant, fire call box, or other**

emergency facility;

4. Within ten (10) feet of any driveway, driveway apron, or alley approach;
5. Within five hundred (500) feet of a permitted certified farmers' market, a swap meet, or an area designated for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit;
6. Within five hundred (500) feet of a public or private school site during school hours, and not within one hour before or one hour after school drop off and pick up operations;
7. In any City-owned parking lot without prior written authorization from the City Manager, issued at the City Manager's sole discretion; or
8. On private property without the consent of the property owner and their confirmation the proposed vending operations will not impede site access, parking, or other applicable health and safety requirements and conditions applicable to the property.

B. Disposal of grease, water, or oil shall conform to all applicable health and safety requirements, including, but not limited to, those contained in the California Retail Food Code.

C. No motorized itinerant vendor shall vend in a manner that blocks or obstructs the free movement of pedestrians or vehicles.

D. Motorized itinerant vending is only permitted between the hours of 8:00 a.m. and 10:00 p.m., daily, except as follows:

1. In residential areas, motorized itinerant vending shall only be permitted between the hours of 7:00 a.m. and 7:00 p.m. on weekdays and between the hours of 9:00 a.m. and 6:00 p.m. on weekends and holidays.
2. In nonresidential areas, the limit on hours of operation shall not be more restrictive than the hours of operation of other businesses or uses on the same street.
3. In park areas, sidewalk vending shall be permitted only during hours when the park is open to the public.

E. Motorized itinerant vendors shall provide a trash receptacle for customers and ensure proper disposal of customer trash. Prior to leaving any vending location, the motorized itinerant vendor shall pick

up, remove, and dispose of all trash generated by the vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location.

- F. Mobile food facilities shall possess and display in plain view on the motorized unit a valid public health permit from the Fresno County Department of Public Health, unless exempted from this requirement by the California Retail Food Code.**
- G. Motorized itinerant vendors shall possess and display a valid motorized itinerant vendor permit issued pursuant to this Chapter, as well as any other permit or license required by the City and any other appropriate governmental agency, at all times while vending.**
- H. Motorized itinerant vendors shall possess proof of current liability insurance at all times while vending.**
- I. Motorized itinerant vendors shall comply with all applicable Federal, State, and local laws, including, without limitation, food preparation, handling, labeling, and storage requirements contained in the California Retail Food Code; fire codes and regulations; noise standards; alcoholic beverage, tobacco product, cannabis, electronic cigarette, smoking devices, and controlled substances regulations; sanitation and health standards set forth in this Code and the California Retail Food Code; and the Americans with Disabilities Act of 1990 and other disability access standards (both State and Federal).**
- J. Mobile food facilities shall comply with all applicable commissary use and vending-cart storage requirements contained in the California Retail Food Code.**
- K. Motorized itinerant vendors shall not place any type of fencing or other dividers around the motorized unit.**
- L. Motorized itinerant vendors shall not place tables, chairs, shade structures, or other furniture around the motorized unit.**
- M. Motorized itinerant vendors advertising signage must be attached to the motorized unit. No signs or displays may be placed on public property.**
- N. Motorized itinerant vendors shall not use any horns, music, lights, visual media, or sound amplifying devices that disturb the public peace and welfare in connection with vending operations unless expressly approved in their motorized itinerant vendor permit.**
- O. Motorized itinerant vendors shall not use electrical outlets owned by the City. Motorized itinerant vendors shall not run power cords or extension cords across the sidewalk or other public right-of-way.**

- P. Motorized itinerant vendors shall not attach to water lines, electrical lines, or gas lines while vending.**
- Q. Motorized itinerant vendors shall not vend to customers in vehicles.**
- R. Motorized itinerant vendors shall not sell lottery tickets, alcohol, cannabis, adult-oriented material, weapons, or tobacco or electronic cigarette products.**
- S. Motorized units shall not physically alter or otherwise damage the underlying sidewalk.**
- T. Motorized itinerant vendors shall immediately clean up any food, grease, liquid, or other item related to their vending operations that falls on public property.**
- U. Motorized itinerant vendors who operate after daylight hours shall provide adequate lighting sufficient to ensure customer safety. Such lighting shall be directed downward and away from adjacent properties.**
- V. Notwithstanding the other provisions of this Section, the motorized itinerant vendor permittee may, by application for an encroachment permit and payment of required fees, request the City's approval for a temporary street-side location for its motorized unit. In addition, the **motorized itinerant vendor** permittee may, by application for an encroachment permit, and payment of required fees, request the City's approval for the temporary placement of tables and/or chairs on the City sidewalk, within the City's street right-of-way, adjacent to the motorized unit. In considering the **motorized itinerant vendor** permittee's encroachment permit application, the City shall make the following findings.

 1. That adequate parking exists for customers of the temporary facility.
 2. That placement of tables and chairs shall provide adequate setback for pedestrian traffic on the sidewalk, as demonstrated by a written site plan, and as demonstrated by placement on the sidewalk.
 3. That tables and chairs shall only be allowed during the period of June 1 to September 30 of each year.**

SECTION 28. Section 5.32.080 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.080 – Revocation of Permit.

- A. Whenever a motorized itinerant vendor operating under a permit issued pursuant to this Chapter is violating any provision of this Chapter **or any applicable provisions of the California Retail Food Code**, the City shall deliver a written citation enumerating the violations to the owner or any

employee of the owner.

- 1.** Upon receipt of a citation, the permittee **motorized itinerant vendor** shall immediately cease all business operations conducted under the **motorized itinerant vendor** permit until the enumerated violations have been corrected.
 - 2.** If the permittee does not correct the violations within the time specified in the citation, and there is no appeal pending, then the **motorized itinerant vendor** permit shall be automatically revoked and the permittee must cease conducting any further business **thereunder**.
- B.** Once a motorized itinerant vendor permit has been revoked, the **motorized itinerant vendor** owner must apply for a new permit and pay a new fee **as provided in this Chapter**.
- C.** The **motorized itinerant vendor** permittee may appeal the issuance of the citation to the **City Manager, or their designee**, by submitting a request in writing to the **City Clerk** manager within fourteen (14) days from the date the citation is issued.

SECTION 29. Section 5.32.085 is hereby added to Chapter 5.32 of Title 5 of the Mendota Municipal Code and reads as follows:

5.32.085 – Appeals.

Any person aggrieved by the decision of the City Manager to issue, deny issuance, or rescind a motorized itinerant vendor permit may appeal the decision to the City Council. An appeal shall be filed with the City Clerk within fourteen (14) days following the date of the City Manager’s decision. The appeal must be in writing and must clearly state the applicant’s reason for appealing the decision.

SECTION 30. Section 5.32.100 of Chapter 5.32 of Title 5 of the Mendota Municipal Code is amended as follows:

5.32.100 – Violation – Penalty.

Any motorized itinerant vendor who operates within the **C**ity limits without a permit or after his **their** permit has been revoked is guilty of a misdemeanor. The owner, manager, and/or operator shall be responsible for any violation of this **C**hapter.

SECTION 31. Any provisions of the Mendota Municipal Code or other ordinances of the City that are inconsistent with this ordinance are repealed to the extent of the inconsistencies herewith and no further.

SECTION 32. This ordinance shall become effective and in full force at 12:00 midnight on the 31st day following its adoption.

SECTION 33. Severability. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of any remaining portions of this Ordinance, and the City Council of the City of Mendota declares it would have passed the remainder of this Ordinance as if such invalid portion thereof had been deleted.

SECTION 34. CEQA. The adoption of this Ordinance is not subject to environmental review under the under Public Resources Code section 21000 et seq., the California Environmental Quality Act (“CEQA”), because the amendments do not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a “project” under CEQA. (Pub. Res. Code, § 21065; 14 Cal. Code Regs., § 15378, subd. (a).)

* * * * *

The foregoing ordinance was introduced the 22nd day of August, 2023 and duly passed and adopted by the City Council of the City of Mendota at a regular meeting thereof held on the ___ day of _____, 2023 by the following vote:

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

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

APPROVED AS TO FORM:

John Kinsey, City Attorney

**Animal Control
Monthly Log**

July 2023

ADDRESS	TYPE	DATE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	DOG DISPOSITION	CASE DISPOSITION	OFFENSE	FINE
8TH / UNIDA STREET	ANIMAL COMPLAINT	7/1/2023	2 PITBULL MIXES	UNK		NO	NEGATIVE ON ANIMAL NEGLIGENCE	NECESSARY ACTION TAKEN	N/A	\$0.00
230 SANTA CRUZ	LOST / FOUND ANIMAL	7/3/2023	BLK/BRN SMALL DOG	F		NO	ADVISED AC DOES NOT HAVE DOG	NECESSARY ACTION TAKEN	N/A	\$0.00
STAMOULES / 9TH STREET	PUBLIC HAZARD	7/3/2023	BRN PITBULL MIX	M		YES	CASE WAS TOT TO CSOs	REPORT TO FOLLOW	N/A	\$0.00
700 DERRICK AVENUE	ANIMAL COMPLAINT	7/5/2023	GARDEN SNAKE	UNK	N/A	YES	SNAKE TAKEN OUT TO ORCHARDS	NECESSARY ACTION TAKEN	N/A	\$0.00
260 FLEMING AVENUE	ANIMAL COMPLAINT	7/5/2023	3 SMALL DOGS	UNK		NO	DOGS CONTAINED IN BACKYARD	WARNING	1ST	\$0.00
BELMONT / DERRICK AVENUE	ANIMAL COMPLAINT	7/5/2023	11-44 DOG	UNK	N/A	YES	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
260 FLEMING AVENUE	ANIMAL COMPLAINT	7/6/2023	3 SMALL DOGS	UNK		NO	DOGS CONTAINED IN BACKYARD	CITE	2ND	\$150.00
7TH / KATE STREET	ANIMAL COMPLAINT	7/7/2023	2 LK BLK DOGS	UNK		NO	DOGS STAYED WITH OWNER	CITE	2ND	\$100.00
409 HOLMES AVENUE	ANIMAL COMPLAINT	7/7/2023	LG WHT HUSKY	F		YES	IMPOUNDED	NECESSARY ACTION TAKEN	1ST	\$0.00
541 OXNARD STREET	LOST / FOUND ANIMAL	7/7/2023	4 KITTENS	UNK	N/A	NO	CSOs LOGGED OFF TOT CSOs FOLLOWING DAY	NECESSARY ACTION TAKEN	N/A	\$0.00
OLLER / 9TH STREET	ANIMAL COMPLAINT	7/8/2023	11-44 DOG	UNK	N/A	YES	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
564 N KATE STREET	ANIMAL COMPLAINT	7/9/2023	GERMAN SHEPARD	UNK		NO	NO ANSWER ON CALL BACK	NECESSARY ACTION TAKEN	N/A	\$0.00
237 FLEMING AVENUE	ANIMAL COMPLAINT	7/11/2023	3 CHIHUAHUAS	UNK	N/A	NO	GONE ON ARRIVAL	UNABLE TO LOCATE	N/A	\$0.00
558 BARAJAS CT	ANIMAL COMPLAINT	7/12/2023	TAN CORGIE MIX	M		YES	10-DAY QUARANTINE	REPORT TO FOLLOW	1ST	\$150.00
MEPD	ANIMAL COMPLAINT	7/12/2023	11-44 CAT	UNK	N/A	YES	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
121 BARBOZA STREET	ANIMAL COMPLAINT	7/13/2023	TAN SMALL DOG	UNK	N/A	NO	DOG RAN OFF UNABLE TO CAPTURE	NECESSARY ACTION TAKEN	N/A	\$0.00
260 FLEMING AVENUE	ANIMAL COMPLAINT	7/13/2023	SMALL DOGS	UNK		NO	DOGS CONTAINED IN BACKYARD	WARNING	N/A	\$0.00
607 MARIE STREET	ANIMAL COMPLAINT	7/14/2023	GERMAN SHEPARDS	UNK		NO	RESOURCES GIVEN TO RP	NECESSARY ACTION TAKEN	N/A	\$0.00
884 S KATE STREET	PUBLIC HAZARD	7/14/2023	11-44 CAT	UNK	N/A	YES	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
230 MCCABE AVENUE	ANIMAL COMPLAINT	7/14/2023	4 LG DOGS	UNK		NO	CONTAIN DOGS FOR CALFIRE	NECESSARY ACTION TAKEN	N/A	\$0.00
202 LUA AVENUE	PUBLIC HAZARD	7/19/2023	11-44 BUNNY	UNK		NO	BUNNY STAYED WITH OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
641 LOZANO STREET	PUBLIC HAZARD	7/19/2023	TIGER PRINT LAB MIX	F		YES	DOG SURRENDER TO AC	NECESSARY ACTION TAKEN	1ST	\$150.00
121 BARBOZA STREET	LOST / FOUND ANIMAL	7/20/2023	3 KITTENS	UNK	N/A	NO	GONE ON ARRIVAL	UNABLE TO LOCATE	N/A	\$0.00
GARCIA / BLANCO STREET	ANIMAL COMPLAINT	7/21/2023	5 LG DOGS	UNK	JUAN	NO	DOGS RAN OFF	NECESSARY ACTION TAKEN	1ST	\$400.00
566 DIVISADERO STREET	ANIMAL COMPLAINT	7/22/2023	11-44 CAT	UNK	N/A	YES	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
LOLITA / DIVISADERO STREET	ANIMAL COMPLAINT	7/22/2023	GERMAN SHEPARD	M	N/A	YES	IMPOUNDED	NECESSARY ACTION TAKEN	N/A	\$0.00
GOMEZ / DE LA CRUZ STREET	ANIMAL COMPLAINT	7/23/2023	GERMAN SHEPARD	UNK	N/A	NO	DOG RAN OFF UNABLE TO CAPTURE	NECESSARY ACTION TAKEN	N/A	\$0.00
BLANCO / GARCIA STREET	ANIMAL COMPLAINT	7/24/2023	4 DOGS	UNK		NO	DOGS RAN OFF	CITE	1ST	\$200.00
607 MARIE STREET	PUBLIC HAZARD	7/24/2023	BLK GERMAN SHEPARD	UNK		NO	DOG CONTAINED IN BACKYARD	WARNING	1ST	\$0.00
316 BLANCO STREET	ANIMAL COMPLAINT	7/25/2023	BLK / WHT CATTLE MIX	M		YES	DOG WAS SURRENDERED	NECESSARY ACTION TAKEN	N/A	\$0.00
70 GUIROGA CT	ANIMAL COMPLAINT	7/26/2023	3 SMALL DOGS	UNK	N/A	NO	GONE ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
316 BLANCO STREET	ANIMAL COMPLAINT	7/26/2023	3 LAB MIX	UNK		NO	DOGS RAN OFF UNABLE TO CAPTURE	CITE	2ND	\$800.00
532 BARAJAS CT	LOST / FOUND ANIMAL	7/26/2023	TAN CORGIE MIX	M		NO	OWNER WAS ADVISED QUARANTINE DAYS HAVE NOT BEEN COMPLETED	NECESSARY ACTION TAKEN	N/A	\$0.00
31 QUIROGA CT	LOST / FOUND ANIMAL	7/26/2023	BRN / WHT SHITSU	F		NO	OWNER WAS ADVISED AC DID NOT HAVE THEIR DOG	NECESSARY ACTION TAKEN	N/A	\$0.00
326 BLANCO STREET	ANIMAL COMPLAINT	7/27/2023	2 MEDIUM DOGS	UNK	N/A	NO	GONE ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
332 GOMEZ STREET	ANIMAL COMPLAINT	7/27/2023	LG BRN DOG	UNK	N/A	NO	GONE ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
61 QUIROGA CT	ANIMAL COMPLAINT	7/27/2023	2 MEDIUM DOGS	UNK	N/A	NO	ACO LOGGED OFF	NECESSARY ACTION TAKEN	N/A	\$0.00
912 MARIE STREET	ANIMAL COMPLAINT	7/28/2023	11-44 DOG	UNK	N/A	YES	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
284 GREGG CT	ANIMAL COMPLAINT	7/28/2023	CHIHUAHUA MIX	M		NO	NO ANSWER ON CALL BACK	NECESSARY ACTION TAKEN	N/A	\$0.00
819 STAMOULES STREET	ANIMAL COMPLAINT	7/28/2023	SMALL WHT CHIHUAHUA	UNK	N/A	YES	IMPOUNDED	NECESSARY ACTION TAKEN	N/A	\$0.00
667 JUANITA STREET	ANIMAL COMPLAINT	7/29/2023	2 PITBULL / 1 SMALL DOG	UNK	N/A	NO	GONE ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
800 GARCIA STREET	ANIMAL COMPLAINT	7/30/2023	LG PITBULL	UNK	N/A	NO	GONE ON ARRIVAL	NECESSARY ACTION TAKEN	N/A	\$0.00
70 GUIROGA CT	PUBLIC HAZARD	7/31/2023	3 SMALL DOGS	UNK	N/A	NO	UNABLE TO LOCATE	NECESSARY ACTION TAKEN	N/A	\$0.00
287 MALDONADO STREET	PUBLIC HAZARD	7/31/2023	LG BRN / WHT DOG	UNK	N/A	NO	DOG RAN OFF UNABLE TO CAPTURE	NECESSARY ACTION TAKEN	N/A	\$0.00
748 QUINCE STREET	LOST / FOUND ANIMAL	7/31/2023	SMALL DOGS	UNK	N/A	NO	DOG RAN OFF UNABLE TO CAPTURE	NECESSARY ACTION TAKEN	N/A	\$0.00
617 LOZANO STREET	ANIMAL COMPLAINT	7/31/2023	SMALL BRN CHIHUAHUA	UNK	N/A	NO	DOG RAN OFF UNABLE TO CAPTURE	NECESSARY ACTION TAKEN	N/A	\$0.00
316 BLANCO STREET	ANIMAL COMPLAINT	7/31/2023	3 LAB MIX	UNK		YES	DOGS WAS SURRENDERED	CITE	3RD	\$3,000.00
								TOAL:		\$4,950.00

**Code Enforcement
Monthly Log**

July 2023

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	STATUS	FINE AMOUNT	OFFICER
9TH / OLLER STREET	COMMUNITY CONTACT	7/1/2023	N/A	COMPLETE	\$0.00	NAVARRO
200 DERRICK AVENUE	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/1/2023	N/A	CITE X2	\$100.00	ALCAZAR / FARR
7TH / PUCHEU STREET	VEHICLE CHECK	7/1/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
958 2ND STREET	FOLLOW UP	7/1/2023	N/A	COMPLETE	\$0.00	NAVARRO
MEPD	EQUIPMENT REPAIR	7/1/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
436 LOLITA STREET	MUNI CODE VIOLATION (YARD SALE BUSINESS CHECK)	7/1/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
524 N KATE STREET	COMMUNITY CONTACT	7/1/2023	N/A	COMPLETE	\$0.00	NAVARRO
MENDOTA BRANCH LIBRARY	REPORTS	7/2/2023	N/A	COMPLETE	\$0.00	ALCAZAR
784 LOLITA STREET	MUNI CODE VIOLATION (PUBLIC NUISANCE)	7/2/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
784 LOLITA STREET	VEHICLE CHECK	7/2/2023	7/4/2023	72 HR TAG	\$0.00	ALCAZAR
200 DERRICK AVENUE	PATROL CHECKS	7/2/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/2/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
AMOR WELLNESS	PATROL CHECKS	7/2/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/2/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	MUNI CODE VIOLATION (TAMPERING WITH CITY WATER)	7/2/2023	N/A	TURNED OVER TO PATROL	\$0.00	NAVARRO / ALCAZAR
431 QUINCE STREET	PUBLIC HAZARD (FLOODING)	7/2/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
MEPD	EQUIPMENT REPAIR	7/3/2023	N/A	COMPLETE	\$0.00	PENA
DERRICK / BELMONT AVENUE	EQUIPMENT REPAIR	7/3/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 7TH STREET	MUNI CODE VIOLATION (PERMIT CHECK)	7/3/2023	N/A	CHECKS OKAY	\$0.00	SANDOVAL
MENDOTA PUBLIC WORK'S YARD	REFUELING	7/3/2023	N/A	COMPLETE	\$0.00	PENA
MENDOTA CITY HALL	COMMUNITY CONTACT	7/3/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
2099 7TH STREET	COMMUNITY CONTACT	7/3/2023	N/A	COMPLETE	\$0.00	SANDOVAL
1580 TOLLHOUSE RD	DETAIL-SPECIAL DETAIL	7/3/2023	N/A	COMPLETE	\$0.00	SANDOVAL
210 LUA AVENUE	COMMUNITY CONTACT	7/3/2023	N/A	COMPLETE	\$0.00	PENA
STAMOULES / 7TH STREET	VEHICLE CHECK	7/3/2023	7/6/2023	72 HR TAG	\$0.00	PENA
SILVA / AMADOR STREET	CITIZEN ASSIST	7/3/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
1717 4TH STREET	VEHICLE CHECK	7/3/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
218 OLLER ST	COMMUNITY CONTACT	7/3/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 5TH STREET	EQUIPMENT REPAIR	7/3/2023	N/A	COMPLETE	\$0.00	SANDOVAL
ROJAS PIERCE PARK	PATROL CHECKS	7/4/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
891 STAMOULE STREET	FOLLOW UP	7/4/2023	N/A	CITE	\$150.00	ALCAZAR
1415 9TH STREET	EQUIPMENT REPAIR	7/4/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/4/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
GURROLA / HOLMES AVENUE	VEHICLE CHECK	7/4/2023	N/A	CITE	\$100.00	NAVARRO
ROJAS PIERCE PARK	PATROL CHECKS	7/4/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
MENDOTA PUBLIC WORK'S YARD	REFUELING	7/4/2023	N/A	COMPLETE	\$0.00	NAVARRO
1717 4TH STREET	VEHICLE CHECK	7/4/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	PENA
1800 BLOCK OF 9TH STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	UNABLE TO LOCATE	\$0.00	NAVARRO / PENA
900 QUINCE STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	NAVARRO / PENA
BLACK / AMADOR STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	SANDOVAL
1701 JENNINGS STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	NAVARRO / PENA
1137 PUCHEU STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	NAVARRO / PENA
SILVA / AMADOR STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	SANDOVAL
201 MALDONADO STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	SANDOVAL
749 QUINCE STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	CITE	\$1,000.00	NAVARRO / PENA
GONZALEZ / QUIROGA STREET	ILLEGAL FIREWORKS	7/4/2023	N/A	UNABLE TO LOCATE	\$0.00	SANDOVAL
1709 7TH STREET	FIRE	7/4/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	NAVARRO / PENA
MEPD	EQUIPMENT REPAIR	7/5/2023	N/A	COMPLETE	\$0.00	PENA
AMOR WELLNESS	PATROL CHECKS	7/5/2023	N/A	CHECKS OKAY	\$0.00	PENA
837 OLLER STREET	COMMUNITY CONTACT	7/5/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	MISC INVESTIGATION	7/5/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA POOL PARK	PATROL CHECKS	7/5/2023	N/A	COMPLETE	\$0.00	PENA

**Code Enforcement
Monthly Log**

July 2023

MENDOTA POOL PARK	GRAFITTI	7/5/2023	N/A	REPORT TO FOLLOW	\$0.00	PENA
254 TUFT STREET	COMMUNITY CONTACT	7/5/2023	N/A	COMPLETE	\$0.00	SANDOVAL
700 DERRICK AVENUE	COMMUNITY CONTACT	7/5/2023	N/A	COMPLETE	\$0.00	PENA
2ND / PUCHEU STREET	VEHICLE CHECK	7/5/2023	N/A	CITE	\$50.00	PENA
2ND / PUCHEU STREET	VEHICLE CHECK	7/5/2023	N/A	REPORT TO FOLLOW	\$0.00	PENA
690 OLLER STREET	MUNI CODE VIOLATION (FENCING REGULATIONS)	7/5/2023	7/15/2023	WARNING	\$0.00	SANDOVAL
1167 PUCHEU STREET	MUNI CODE VIOLATION (PUBLIC NUSIANCE)	7/5/2023	7/15/2023	WARNING	\$0.00	SANDOVAL / PENA
MENDOTA CITY HALL	LOST / FOUND PROPERTY	7/5/2023	N/A	REPORT TO FOLLOW	\$0.00	PENA
1883 7TH STREET	EQUIPMENT REPAIR	7/5/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/5/2023	N/A	COMPLETE	\$0.00	SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	7/5/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / BELMONT AVENUE	EQUIPMENT REPAIR	7/5/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/6/2023	N/A	COMPLETE	\$0.00	PENA
AMOR WELLNESS	PATROL CHECKS	7/6/2023	N/A	CHECKS OKAY	\$0.00	PENA
ROJAS PIERCE PARK	DIRECTED PATROL CHECK	7/6/2023	N/A	CHECKS OKAY	\$0.00	SANDOVAL
210 LUA AVENUE	COMMUNITY CONTACT	7/6/2023	N/A	COMPLETE	\$0.00	PENA
ROJAS PIERCE PARK	REPORTS	7/6/2023	N/A	COMPLETE	\$0.00	SANDOVAL
300 BLOCK OF MARIE STREET	CITIZEN ASSIST	7/6/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
MEPD	REPORTS	7/6/2023	N/A	COMPLETE	\$0.00	PENA
WILLIAM R JOHNSON AIRPORT	DETAIL-SPECIAL DETAIL	7/6/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA / SANDOVAL
218 OLLER ST	COMMUNITY CONTACT	7/6/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/6/2023	N/A	COMPLETE	\$0.00	SANDOVAL
1171 7TH STREET	VEHICLE CHECK	7/6/2023	N/A	WARNING	\$0.00	SANDOVAL
ROJAS PIERCE PARK	DETAIL-SPECIAL DETAIL	7/6/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
ROJAS PIERCE PARK	PATROL CHECKS	7/7/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
837 OLLER STREET	COMMUNITY CONTACT	7/7/2023	N/A	COMPLETE	\$0.00	ALCAZAR
731 JUANITA STREET	FOLLOW UP	7/7/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
7TH / S KATE STREET	MUNI CODE VIOLATION (SCAVENGING THROUGH TRASH BINS)	7/7/2023	N/A	CITE	\$100.00	NAVARRO
836 OLLER STREET	EQUIPMENT REPAIR	7/7/2023	N/A	COMPLETE	\$0.00	ALCAZAR
5TH / NAPLES STREET	COMMUNITY CONTACT	7/7/2023	N/A	COMPLETE	\$0.00	ALCAZAR
854 JUANITA STREET	ABANDONED VEHICLE	7/7/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / ALCAZAR
767 TULE STREET	MUNI CODE VIOLATION (PROHIBITING CITY TO ACCESS WATER METER)	7/7/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	NAVARRO / ALCAZAR
288 VALENZUELA STREET	VEHICLE CHECK	7/7/2023	7/10/2023	72 HR TAG	\$0.00	NAVARRO / ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/7/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO / ALCAZAR
MENDOTA PUBLIC WORK'S YARD	REFUELING	7/8/2023	N/A	COMPLETE	\$0.00	NAVARRO
108 KATE CT	VEHICLE CHECK	7/8/2023	N/A	CITE	\$50.00	ALCAZAR
I / N KATE STREET	MUNI CODE VIOLATION (PERMIT CHECK)	7/8/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
108 KATE CT	VEHICLE CHECK	7/8/2023	N/A	WARNING	\$0.00	ALCAZAR
529 J STREET	VEHICLE CHECK	7/8/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/8/2023	N/A	COMPLETE	\$0.00	NAVARRO
3RD / PUCHEU STREET	CITIZEN ASSIST	7/8/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/8/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
AMOR WELLNESS	PATROL CHECKS	7/8/2023	N/A	COMPLETE	\$0.00	ALCAZAR
AMOR WELLNESS	VEHICLE CHECK	7/8/2023	N/A	CITE	\$50.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/8/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
AMADOR / GONZALEZ STREET	FIRE	7/8/2023	N/A	TURNED OVER TO CALF	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/8/2023	N/A	COMPLETE	\$0.00	ALCAZAR
778 QUINCE STREET	SUSPICIOUS PERSON	7/8/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
304 J ST	VEHICLE CHECK	7/9/2023	N/A	CITE	\$50.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/9/2023	N/A	COMPLETE	\$0.00	ALCAZAR
654 LOZANO STREET	VEHICLE CHECK	7/9/2023	7/12/2023	72 HR TAG	\$0.00	ALCAZAR
200 DERRICK AVENUE	PATROL CHECKS	7/9/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/9/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR

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200 DERRICK AVENUE	MUNI CODE VIOLATION (LOITERRING)	7/9/2023	N/A	WARNING	\$0.00	ALCAZAR
467 OLLER STREET	SUBJECT CHECK	7/9/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/9/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
AMOR WELLNESS	PATROL CHECKS	7/9/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/9/2023	N/A	COMPLETE	\$0.00	ALCAZAR
2ND / OLLER STREET	VEHICLE CHECK	7/9/2023	7/12/2023	72 HR TAG	\$0.00	ALCAZAR
731 JUANITA STREET	DETAIL-SPECIAL DETAIL	7/10/2023	N/A	COMPLETE	\$0.00	PENA
210 LUA AVENUE	COMMUNITY CONTACT	7/10/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	LOBBY TRAFFIC	7/10/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
2099 7TH STREET	COMMUNITY CONTACT	7/10/2023	N/A	COMPLETE	\$0.00	PENA
2220 FRESNO STREET	DETAIL-SPECIAL DETAIL	7/10/2023	N/A	COMPLETE	\$0.00	SANDOVAL
AMOR WELLNESS	VEHICLE CHECK	7/10/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
ROJAS PIERCE PARK	PATROL CHECKS	7/10/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
530 SILVA STREET	FOLLOW UP	7/10/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	CITIZEN ASSIST	7/10/2023	N/A	COMPLETE	\$0.00	ALCAZAR
1883 7TH STREET	MUNI CODE VIOLATION (TRASH)	7/10/2023	7/11/2023	WARNING	\$0.00	SANDOVAL
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/10/2023	N/A	COMPLETE	\$0.00	SANDOVAL
731 JUANITA STREET	FOLLOW UP	7/10/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	MISC INVESTIGATION	7/10/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/11/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	EQUIPMENT REPAIR	7/11/2023	N/A	COMPLETE	\$0.00	PENA
MENDOTA POOL PARK	PATROL CHECKS	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA PUBLIC WORK'S YARD	REFUELING	7/11/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / BELMONT AVENUE	EQUIPMENT REPAIR	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
218 OLLER STREET	COMMUNITY CONTACT	7/11/2023	N/A	COMPLETE	\$0.00	PENA
210 LUA AVENUE	COMMUNITY CONTACT	7/11/2023	N/A	COMPLETE	\$0.00	PENA
9TH / KATE STREET	VEHICLE CHECK	7/11/2023	7/14/2023	72 HR TAG	\$0.00	PENA
MEPD	REPORTS	7/11/2023	N/A	COMPLETE	\$0.00	PENA
450 OLLER ST	MUNI CODE VIOLATION (WEEDS)	7/11/2023	7/21/2023	WARNING	\$0.00	PENA
181 NAPLE STREET	VEHICLE NUISANCE	7/11/2023	N/A	WARNING	\$0.00	PENA
697 DERRICK AVENUE	COMMUNITY CONTACT	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
885 S KATE STREET	VEHICLE CHECK	7/11/2023	7/14/2023	72 HR TAG	\$0.00	SANDOVAL
MEPD	MISC INVESTIGATION	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
617 GARCIA STREET	VEHICLE CHECK	7/11/2023	N/A	WARNING	\$0.00	PENA / SANDOVAL
LUA / ROSALES LANE	MUNI CODE VIOLATION (PERMIT CHECK)	7/11/2023	N/A	WARNING	\$0.00	SANDOVAL / PENA
MEPD	EQUIPMENT REPAIR	7/11/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	ADMINISTRATIVE MEETING	7/11/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/12/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/12/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 2ND STREET	VEHICLE CHECK	7/12/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	PENA
218 OLLER STREET	COMMUNITY CONTACT	7/12/2023	N/A	COMPLETE	\$0.00	SANDOVAL
ROJAS PIERCE PARK	PATROL CHECKS	7/12/2023	N/A	CHECKS OKAY	\$0.00	SANDOVAL
MEPD	ADMINISTRATIVE MEETING	7/12/2023	N/A	COMPLETE	\$0.00	PENA
2030 7TH STREET	COMMUNITY CONTACT	7/12/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/12/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	REPORTS	7/12/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	DETAIL-SPECIAL DETAIL	7/12/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/12/2023	N/A	COMPLETE	\$0.00	SANDOVAL
GUILLEN PARKWAY	MUNI CODE VIOLATION (TAMPERING WITH CITY WATER)	7/12/2023	N/A	TURNED OVER TO PATROL	\$0.00	PENA / SANDOVAL
MEPD	REPORTS	7/12/2023	N/A	COMPLETE	\$0.00	SANDOVAL

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547 S MADERA AVEBUE	DETAIL-SPECIAL DETAIL	7/13/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
218 OLLER STREET	COMMUNITY CONTACT	7/13/2023	N/A	COMPLETE	\$0.00	PENA
MEPD	ADMINISTRATIVE MEETING	7/13/2023	N/A	COMPLETE	\$0.00	PENA
612 OLLER STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/13/2023	7/14/2023	WARNING	\$0.00	SANDOVAL
567 OLLER STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/13/2023	7/14/2023	WARNING	\$0.00	SANDOVAL
773 OLLER STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/13/2023	7/14/2023	WARNING	\$0.00	SANDOVAL
915 S DERRICK AVENUE	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/13/2023	7/14/2023	WARNING	\$0.00	SANDOVAL
655 S DERRICK AVENUE	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/13/2023	7/14/2023	WARNING	\$0.00	SANDOVAL
612 DERRICK AVENUE	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/13/2023	7/14/2023	WARNING	\$0.00	SANDOVAL
MEPD	REPORTS	7/13/2023	N/A	COMPLETE	\$0.00	PENA
ROJAS PIERCE PARK	DETAIL-SPECIAL DETAIL	7/13/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
251 GREGG CT	VEHICLE CHECK	7/14/2023	7/17/2023	72 HR TAG	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/14/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/14/2023	N/A	COMPLETE	\$0.00	NAVARRO
MEPD	LOBBY TRAFFIC	7/14/2023	N/A	COMPLETE	\$0.00	ALCAZAR
200 DERRICK AVENUE	MUNI CODE VIOLATION (SCAVENGING THROUGH TRASH BINS)	7/14/2023	N/A	CITE	\$100.00	ALCAZAR
MEPD	CITIZEN ASSIST	7/14/2023	N/A	COMPLETE	\$0.00	NAVARRO
631 N KATE STREET	COMMUNITY CONTACT	7/14/2023	N/A	COMPLETE	\$0.00	ALCAZAR
30 CASTRO STREET	COMMUNITY CONTACT	7/14/2023	N/A	COMPLETE	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/14/2023	N/A	COMPLETE	\$0.00	ALCAZAR
162 ELM AVENUE	VEHICLE CHECK	7/14/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
162 ELM AVENUE	VEHICLE CHECK	7/14/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/14/2023	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOTA CITY HALL	COMMUNITY CONTACT	7/14/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/14/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
AMOR WELLNESS	PATROL CHECKS	7/14/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/15/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
830 STAMOULES STREET	VEHICLE CHECK	7/15/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
830 STAMOULES STREET	VEHICLE CHECK	7/15/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / ALCAZAR
251 GREGG CT	VEHICLE CHECK	7/15/2023	N/A	CITE	\$50.00	ALCAZAR
630 S KATE STREET	COMMUNITY CONTACT	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
7TH / KATE STREET	VEHICLE CHECK	7/15/2023	N/A	WARNING	\$0.00	NAVARRO / ALCAZAR
630 OLLER STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/15/2023	7/15/2023	WARNING	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOTA PUBLIC WORK'S YARD	REFUELING	7/15/2023	N/A	COMPLETE	\$0.00	NAVARRO
837 OLLER STREET	COMMUNITY CONTACT	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	MISC INVESTIGATION	7/15/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
200 DERRICK AVENUE	PATROL CHECKS	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
AMOR WELLNESS	PATROL CHECKS	7/15/2023	N/A	COMPLETE	\$0.00	ALCAZAR
994 PUCHEU STREET	VEHICLE CHECK	7/16/2023	N/A	CITE	\$50.00	ALCAZAR
AMOR WELLNESS	PATROL CHECKS	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
200 DERRICK AVENUE	PATROL CHECKS	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOZA / LUA AVENUE	VEHICLE CHECK	7/16/2023	N/A	CITE	\$50.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	VEHICLE CHECK	7/16/2023	7/16/2023	WARNING	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/16/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
230 MCCABE AVENUE	COMMUNITY CONTACT	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
747 DERRICK AVENUE	CITIZEN ASSIST	7/16/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/16/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR

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1883 7TH STREET	MUNI CODE VIOLATION (OPEN CONTAINER)	7/16/2023	N/A	CITE	\$50.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/16/2023	N/A	COMPLETE	\$0.00	ALCAZAR
2ND / MARIE STREET	MUNI CODE VIOLATION (OPEN CONTAINER)	7/16/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/17/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/17/2023	N/A	COMPLETE	\$0.00	NAVARRO
MEPD	MISC INVESTIGATION	7/17/2023	N/A	COMPLETE	\$0.00	SANDOVAL
418 BANDONI CT	VEHICLE CHECK	7/17/2023	N/A	CITE X2	\$100.00	NAVARRO
MENDOTA PUBLIC WORK'S YARD	REFUELING	7/17/2023	N/A	COMPLETE	\$0.00	NAVARRO
251 GREGG CT	VEHICLE CHECK	7/17/2023	N/A	CITE	\$50.00	ALCAZAR
251 GREGG CT	VEHICLE CHECK	7/17/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	ALCAZAR / NAVARRO
1415 9TH STREET	EQUIPMENT REPAIR	7/17/2023	N/A	COMPLETE	\$0.00	ALCAZAR
2025 7TH STREET	COMMUNITY CONTACT	7/17/2023	N/A	COMPLETE	\$0.00	ALCAZAR
612 DERRICK AVENUE	COMMUNITY CONTACT	7/17/2023	N/A	COMPLETE	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/17/2023	N/A	COMPLETE	\$0.00	ALCAZAR
800 GARCIA STREET	VEHICLE CHECK	7/17/2023	7/20/2023	72 HR TAG	\$0.00	ALCAZAR
LOZANO / RIOS STREET	VEHICLE CHECK	7/17/2023	N/A	CITE	\$50.00	ALCAZAR
200 DERRICK AVENUE	MUNI CODE VIOLATION (OPEN CONTAINER)	7/17/2023	N/A	WARNING	\$0.00	ALCAZAR
MENDOTA CITY HALL	COMMUNITY CONTACT	7/17/2023	N/A	COMPLETE	\$0.00	NAVARRO
1167 PUCHEU STREET	FOLLOW UP (PUBLIC NUISANCE)	7/17/2023	N/A	CITE	\$400.00	SANDOVAL
784 LOLITA STREET	FOLLOW UP (PUBLIC NUISANCE)	7/17/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	NAVARRO / ALCAZAR
1883 7TH STREET	MUNI CODE VIOLATION (TRASH)	7/17/2023	N/A	CITE	\$500.00	SANDOVAL
643 LOLITA STREET	VEHICLE CHECK	7/17/2023	N/A	CITE	\$25.00	NAVARRO
MEPD	FOLLOW UP	7/17/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/17/2023	N/A	COMPLETE	\$0.00	ALCAZAR
837 OLLER STREET	COMMUNITY CONTACT	7/17/2023	N/A	COMPLETE	\$0.00	NAVARRO
1167 PUCHEU STREET	FOLLOW UP (PUBLIC NUISANCE)	7/17/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
MENDOTA CITY HALL	ADMINISTRATIVE MEETING	7/17/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
1167 PUCHEU STREET	FOLLOW UP (PUBLIC NUISANCE)	7/17/2023	N/A	COMPLETE	\$0.00	NAVARRO
784 LOLITA STREET	FOLLOW UP (PUBLIC NUISANCE)	7/17/2023	N/A	COMPLETE	\$0.00	ALCAZAR
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/17/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA DOG POUND	PATROL CHECKS	7/17/2023	N/A	CHECKS OKAY	\$0.00	SANDOVAL
335 OLLER STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/17/2023	7/17/2023	WARNING	\$0.00	SANDOVAL
507 OLLER STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/17/2023	7/17/2023	WARNING	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/18/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/18/2023	N/A	COMPLETE	\$0.00	SANDOVAL
AMOR WELLNESS	PATROL CHECKS	7/18/2023	N/A	CHECKS OKAY	\$0.00	PENA
555 STAMOULES STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/18/2023	N/A	CITE	\$50.00	SANDOVAL
210 LUA AVENUE	COMMUNITY CONTACT	7/18/2023	N/A	COMPLETE	\$0.00	PENA
2743 E SHAW AVENUE	DETAIL-SPECIAL DETAIL	7/18/2023	N/A	COMPLETE	\$0.00	SANDOVAL
218 OLLER STREET	COMMUNITY CONTACT	7/18/2023	N/A	COMPLETE	\$0.00	PENA
218 OLLER STREET	MUNI CODE VIOLATION (OPEN CONTAINER)	7/18/2023	N/A	CHECKS OKAY	\$0.00	PENA
747 DERRICK AVENUE	COMMUNITY CONTACT	7/18/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/18/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/18/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/19/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/19/2023	N/A	COMPLETE	\$0.00	SANDOVAL
261 OLLER STREET	EQUIPMENT REPAIR	7/19/2023	N/A	COMPLETE	\$0.00	PENA
ROJAS PIERCE PARK	PATROL CHECKS	7/19/2023	N/A	CHECKS OKAY	\$0.00	SANDOVAL
1749 7TH STREET	MUNI CODE VIOLATION (BUSINESS W/ ADVERTISEMENT FLAGS)	7/19/2023	7/19/2023	WARNING	\$0.00	SANDOVAL
AMOR WELLNESS	PATROL CHECKS	7/19/2023	N/A	CHECKS OKAY	\$0.00	PENA
MEPD	MISC INVESTIGATION	7/19/2023	N/A	COMPLETE	\$0.00	SANDOVAL
6TH / OLLER STREET	VEHICLE CHECK	7/19/2023	N/A	CHECKS OKAY	\$0.00	PENA
MEPD	MISC INVESTIGATION	7/19/2023	N/A	COMPLETE	\$0.00	SANDOVAL

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MENDOTA POOL PARK	PATROL CHECKS	7/19/2023	N/A	COMPLETE	\$0.00	PENA
1100 2ND STREET	VEHICLE CHECK	7/19/2023	N/A	72 HR TAG	\$0.00	PENA
964 RIO FRIO STREET	VEHICLE CHECK	7/19/2023	N/A	CITE	\$20.00	SANDOVAL
QUINCE / 8TH STREET	MUNI CODE VIOLATION (FOR SALE SIGN)	7/19/2023	N/A	CITE	\$50.00	SANDOVAL
111 BELMONT AVENUE	COMMUNITY CONTACT	7/19/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 3RD STREET	COMMUNITY CONTACT	7/19/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/19/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/19/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA HIGH SCHOOL	ADMINISTRATIVE MEETING	7/19/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
MEPD	EQUIPMENT REPAIR	7/20/2023	N/A	COMPLETE	\$0.00	PENA
AMOR WELLNESS	PATROL CHECKS	7/20/2023	N/A	COMPLETE	\$0.00	SANDOVAL
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/20/2023	N/A	COMPLETE	\$0.00	SANDOVAL
532 BARAJAS CT	FOLLOW UP	7/20/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/20/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	LOBBY TRAFFIC	7/20/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	ADMINISTRATIVE MEETING	7/20/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
747 DERRICK AVENUE	COMMUNITY CONTACT	7/20/2023	N/A	COMPLETE	\$0.00	SANDOVAL
ROJAS PIERCE PARK	DETAIL-SPECIAL DETAIL	7/20/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
218 OLLER STREET	COMMUNITY CONTACT	7/21/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/21/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
MEPD	LOBBY TRAFFIC	7/21/2023	N/A	COMPLETE	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/21/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
655 LOLITA STREET	VEHICLE CHECK	7/21/2023	N/A	CITE	\$75.00	NAVARRO
617 GARCIA STREET	VEHICLE CHECK	7/21/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
263 J STREET	VEHICLE CHECK	7/21/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
263 J STREET	VEHICLE CHECK	7/21/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / ALCAZAR
1783 8TH STREET	VEHICLE CHECK	7/21/2023	7/24/2023	72 HR TAG	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/21/2023	N/A	COMPLETE	\$0.00	ALCAZAR
6TH / QUINCE STREET	MUNI CODE VIOLATION (OPEN CONTAINER)	7/21/2023	N/A	CITE	\$50.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/22/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
2025 7TH STREET	COMMUNITY CONTACT	7/22/2023	N/A	COMPLETE	\$0.00	ALCAZAR
200 DERRICK AVENUE	PATROL CHECKS	7/22/2023	N/A	COMPLETE	\$0.00	ALCAZAR
1100 2ND STREET	VEHICLE CHECK	7/22/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / ALCAZAR
300 RIOS STREET	VEHICLE CHECK	7/22/2023	N/A	CITE	\$50.00	ALCAZAR
1100 2ND STREET	FLAG DOWN	7/22/2023	N/A	COMPLETE	\$0.00	ALCAZAR
1297 OLLER STREET	COMMUNITY CONTACT	7/22/2023	N/A	COMPLETE	\$0.00	NAVARRO
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/22/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/22/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
9TH / LOLITA STREET	PUBLIC HAZARD (VEHICLES PARKING IN ROADWAY)	7/22/2023	N/A	WARNING	\$0.00	NAVARRO
AMOR WELLNESS	PATROL CHECKS	7/22/2023	N/A	COMPLETE	\$0.00	ALCAZAR
818 STAMOULES STREET	VEHICLE CHECK	7/22/2023	N/A	CITE	\$50.00	NAVARRO
1570 7TH STREET	SUSPICIOUS VEHICLE	7/22/2023	7/25/2023	72 HR TAG	\$0.00	ALCAZAR
467 OLLER STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/22/2023	N/A	CITE	\$50.00	NAVARRO
1191 7TH STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/22/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/22/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
LOZANO PARK	PATROL CHECKS	7/23/2023	N/A	COMPLETE	\$0.00	NAVARRO
ROJAS PIERCE PARK	PATROL CHECKS	7/23/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/23/2023	N/A	COMPLETE	\$0.00	NAVARRO
GUILLEN PARKWAY	MUNI CODE VIOLATION (TAMPERING WITH CITY WATER)	7/23/2023	N/A	WARNING	\$0.00	NAVARRO
2ND / MARIE STREET	MUNI CODE VIOLATION (OPEN CONTAINER)	7/23/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
5TH / PUCHEU STREET	GRAND THEFT AUTO	7/23/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	NAVARRO / ALCAZAR
1266 7TH STREET	FOLLOW UP	7/23/2023	N/A	REPORT TO FOLLOW	\$0.00	ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/23/2023	N/A	COMPLETE	\$0.00	NAVARRO

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ROJAS PIERCE PARK	PATROL CHECKS	7/23/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/23/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/23/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
121 LOCUST AVENUE	VEHICLE CHECK	7/23/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
121 LOCUST AVENUE	VEHICLE CHECK	7/23/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / ALCAZAR
9TH / MARIE STREET	VEHICLE CHECK	7/24/2023	N/A	CITE	\$50.00	PENA
912 MARIE STREET	REFUELING	7/24/2023	N/A	COMPLETE	\$0.00	ALCAZAR
537 S KATE STREET	VEHICLE CHECK	7/24/2023	N/A	CITE	\$50.00	ALCAZAR
560 DIVISADERO STREET	VEHICLE CHECK	7/24/2023	N/A	CITE	\$50.00	ALCAZAR
643 LOZANO STREET	MUNI CODE VIOLATION (PARKING ON LAWN)	7/24/2023	N/A	CITE	\$25.00	NAVARRO
2099 7TH STREET	COMMUNITY CONTACT	7/24/2023	N/A	COMPLETE	\$0.00	PENA
2ND / MARIE STREET	MUNI CODE VIOLATION (OPEN CONTAINER)	7/24/2023	N/A	CITE	\$50.00	NAVARRO / ALCAZAR
1641 10TH STREET	ASSIGNED FOLLOW UP	7/24/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
MEPD	LOBBY TRAFFIC	7/24/2023	N/A	COMPLETE	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/24/2023	N/A	COMPLETE	\$0.00	ALCAZAR
7TH / LOLITA STREET	CITIZEN ASSIST	7/24/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	PENA
7TH / QUINCE STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/24/2023	N/A	CITE	\$50.00	NAVARRO
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/24/2023	N/A	COMPLETE	\$0.00	ALCAZAR
831 TULE STREET	VEHICLE CHECK	7/24/2023	N/A	CITE	\$50.00	NAVARRO / PENA / ALCAZAR
831 TULE STREET	VEHICLE CHECK	7/24/2023	N/A	TOWED / REPORT TO FOLLOW	\$0.00	NAVARRO / PENA / ALCAZAR
617 GARCIA STREET	VEHICLE CHECK	7/24/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR / PENA
MENDOTA POOL PARK	PATROL CHECKS	7/24/2023	N/A	COMPLETE	\$0.00	PENA
MENDOTA POOL PARK	MUNI CODE VIOLATION (LITTERING AND DRINKING IN PUBLIC)	7/24/2023	N/A	CITE	\$150.00	PENA
160 N BROADWAY STREET	EQUIPMENT REPAIR	7/25/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
2167 7TH STREET	COMMUNITY CONTACT	7/25/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/25/2023	N/A	COMPLETE	\$0.00	PENA
MENDOTA CITY HALL	ADMINISTRATIVE MEETING	7/25/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/26/2023	N/A	COMPLETE	\$0.00	PENA
AMOR WELLNESS	PATROL CHECKS	7/26/2023	N/A	CHECKS OKAY	\$0.00	PENA
OLLER / 3RD STREET	EQUIPMENT REPAIR	7/26/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA POOL PARK	PATROL CHECKS	7/26/2023	N/A	COMPLETE	\$0.00	PENA
747 DERRICK AVENUE	COMMUNITY CONTACT	7/26/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	ADMINISTRATIVE MEETING	7/26/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
1590 11TH STREET	MUNI CODE VIOLATION (FURNITURE / WEEDS / INOPERABLE VEHICLES / TRASH)	7/26/2023	8/6/2023	WARNING	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/26/2023	N/A	COMPLETE	\$0.00	PENA
SMOOT / SORENSON AVENUE	EQUIPMENT REPAIR	7/26/2023	N/A	COMPLETE	\$0.00	SANDOVAL
918 OLLER STREET	COMMUNITY CONTACT	7/26/2023	N/A	COMPLETE	\$0.00	SANDOVAL
2099 7TH STREET	COMMUNITY CONTACT	7/26/2023	N/A	COMPLETE	\$0.00	SANDOVAL
747 DERRICK AVENUE	MUNI CODE VIOLATION (PERMIT CHECK)	7/26/2023	N/A	CITE	\$250.00	PENA / SANDOVAL
MEPD	EQUIPMENT REPAIR	7/26/2023	N/A	COMPLETE	\$0.00	PENA
SMOOT / SORENSON AVENUE	EQUIPMENT REPAIR	7/26/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/27/2023	N/A	COMPLETE	\$0.00	PENA
AMOR WELLNESS	PATROL CHECKS	7/27/2023	N/A	CHECKS OKAY	\$0.00	PENA
GARCIA / RIOS STREET	VEHICLE CHECK	7/27/2023	7/27/2023	WARNING	\$0.00	PENA
MENDOTA POOL PARK	PATROL CHECKS	7/27/2023	N/A	COMPLETE	\$0.00	PENA
OLLER / 6TH STREET	EQUIPMENT REPAIR	7/27/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	DETAIL-SPECIAL DETAIL	7/27/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
1100 VAN NESS AVENUE	DETAIL-SPECIAL DETAIL	7/27/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
MCCABE ELEMENTARY SCHOOL	DETAIL-SPECIAL DETAIL	7/27/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
DERRICK / 7TH STREET	EQUIPMENT REPAIR	7/27/2023	N/A	COMPLETE	\$0.00	SANDOVAL
912 MARIE STREET	REFUELING	7/27/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MEPD	EQUIPMENT REPAIR	7/27/2023	N/A	COMPLETE	\$0.00	SANDOVAL
1415 9TH STREET	EQUIPMENT REPAIR	7/28/2023	N/A	COMPLETE	\$0.00	ALCAZAR

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BLANCO / GARCIA STREET	PATROL CHECKS	7/28/2023	N/A	COMPLETE	\$0.00	ALCAZAR
300 RIOS STREET	VEHICLE NUISANCE	7/28/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/28/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
790 PUCHEU STREET	VEHICLE CHECK	7/28/2023	7/31/2023	72 HR TAG	\$0.00	NAVARRO
1640 9TH STREET	FOLLOW UP	7/28/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
218 OLLER STREET	COMMUNITY CONTACT	7/28/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
606 GARCIA STREET	COMMUNITY CONTACT	7/28/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
630 S KATE STREET	VEHICLE CHECK	7/28/2023	N/A	CITE	\$50.00	NAVARRO
LOZANO / BLANCO STREET	VEHICLE CHECK	7/28/2023	7/28/2023	WARNING	\$0.00	PENA / SANDOVAL
LOZANO / BLANCO STREET	VEHICLE CHECK	7/28/2023	N/A	CITE	\$50.00	PENA / SANDOVAL
429 BANDONI CT	MUNI CODE VIOLATION (PERMIT CHECK)	7/28/2023	7/28/2023	WARNING	\$0.00	NAVARRO / ALCAZAR
655 LOLITA STREET	VEHICLE CHECK	7/28/2023	N/A	CITE	\$100.00	SANDOVAL
30 CASTRO STREET	FOLLOW UP	7/28/2023	N/A	COMPLETE	\$0.00	NAVARRO / ALCAZAR
FLEMING / ROWE AVENUE	HIT AND RUN VEHICLE	7/28/2023	N/A	REPORT TO FOLLOW	\$0.00	NAVARRO / PENA / SANDOVAL / ALCAZAR
200 BLACK AVENUE	MUNI CODE VIOLATION (NOISE NUISANCE)	7/28/2023	7/28/2023	WARNING	\$0.00	PENA / SANDOVAL
327 BLANCO STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/28/2023	7/28/2023	WARNING	\$0.00	NAVARRO / ALCAZAR
MENDOTA POOL PARK	PATROL CHECKS	7/29/2023	N/A	COMPLETE	\$0.00	ALCAZAR
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/29/2023	N/A	COMPLETE	\$0.00	ALCAZAR
507 OLLER STREET	SUBJECT CHECK	7/29/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR
620 QUINCE STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/29/2023	N/A	COMPLETE	\$50.00	ALCAZAR
218 OLLER STREET	COMMUNITY CONTACT	7/29/2023	N/A	COMPLETE	\$0.00	PENA / SANDOVAL
2ND / MARIE STREET	SUBJECT CHECK	7/29/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR / PENA / SANDOVAL
LOZANO / BLANCO STREET	VEHICLE CHECK	7/29/2023	N/A	CITE	\$50.00	PENA / SANDOVAL
634 DE LA CRUZ STREET	VEHICLE CHECK	7/29/2023	N/A	CITE	\$50.00	ALCAZAR
SORENSEN / HOLMES AVENUE	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/29/2023	N/A	CITE	\$50.00	PENA / SANDOVAL
WILLIAM R JOHNSON AIRPORT	PATROL CHECKS	7/29/2023	N/A	COMPLETE	\$0.00	ALCAZAR
720 OLLER STREET	MUNI CODE VIOLATION (SCAVENGING THROUGH TRASH BINS)	7/29/2023	7/29/2023	WARNING	\$0.00	PENA / SANDOVAL
840 S KATE STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/29/2023	7/29/2023	WARNING	\$0.00	PENA / SANDOVAL
649 N KATE STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/29/2023	7/29/2023	WARNING	\$0.00	PENA / SANDOVAL / ALCAZAR
620 4TH STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/29/2023	7/29/2023	WARNING	\$0.00	ALCAZAR
619 GAXIOLA STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/29/2023	7/29/2023	WARNING	\$0.00	ALCAZAR
305 BLANCO STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/29/2023	7/29/2023	WARNING	\$0.00	ALCAZAR
692 SORENSON AVENUE	ILLEGAL FIREWORKS	7/29/2023	N/A	CITE	\$1,000.00	PENA / SANDOVAL
MENDOTA POOL PARK	MUNI CODE VIOLATION (OPEN CONTAINER)	7/29/2023	N/A	CITE	\$50.00	PENA / SANDOVAL
7TH / OLLER STREET	COMMUNITY CONTACT	7/30/2023	N/A	COMPLETE	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/30/2023	N/A	COMPLETE	\$0.00	NAVARRO
ROJAS PIERCE PARK	PATROL CHECKS	7/30/2023	N/A	CHECKS OKAY	\$0.00	NAVARRO
7TH / TULE STREET	MUNI CODE VIOLATION (NOISE NUISANCE)	7/30/2023	7/30/2023	WARNING	\$0.00	ALCAZAR
200 DERRICK AVENUE	PATROL CHECKS	7/30/2023	N/A	COMPLETE	\$0.00	ALCAZAR
340 ROSALES LANE	VEHICLE CHECK	7/30/2023	N/A	CITE	\$50.00	ALCAZAR
300 RIOS STREET	VEHICLE CHECK	7/30/2023	N/A	CITE	\$50.00	ALCAZAR
467 OLLER STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/30/2023	N/A	CITE	\$50.00	ALCAZAR
572 NAPLES STREET	MUNI CODE VIOLATION (SCAVENGING THROUGH TRASH BINS)	7/30/2023	7/30/2023	WARNING	\$0.00	NAVARRO
MENDOTA POOL PARK	PATROL CHECKS	7/30/2023	N/A	COMPLETE	\$0.00	ALCAZAR
2ND / MARIE STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/30/2023	N/A	CITE	\$100.00	ALCAZAR
ROJAS PIERCE PARK	PATROL CHECKS	7/30/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR
467 OLLER STREET	MUNI CODE VIOLATION (DRINKING IN PUBLIC)	7/30/2023	N/A	CITE	\$100.00	ALCAZAR
LOZANO PARK	PATROL CHECKS	7/31/2023	N/A	COMPLETE	\$0.00	NAVARRO
ROJAS PIERCE PARK	PATROL CHECKS	7/31/2023	N/A	CHECKS OKAY	\$0.00	ALCAZAR / PENA
BLANCO / GARCIA STREET	PATROL CHECKS	7/31/2023	N/A	COMPLETE	\$0.00	ALCAZAR / PENA
MEPD	ADMINISTRATIVE MEETING	7/31/2023	N/A	COMPLETE	\$0.00	ALCAZAR / PENA / SANDOVAL
ROJAS PIERCE PARK	DETAIL-SPECIAL DETAIL	7/31/2023	N/A	COMPLETE	\$0.00	NAVARRO / PENA / ALCAZAR / SANDOVAL
558 BARAJAS CT	FOLLOW UP	7/31/2023	N/A	COMPLETE	\$0.00	SANDOVAL

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784 LOLITA STREET	FOLLOW UP (PUBLIC NUISANCE)	7/31/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	ALCAZAR / PENA
1167 PUCHEU STREET	FOLLOW UP (PUBLIC NUISANCE)	7/31/2023	N/A	NECESSARY ACTION TAKEN	\$0.00	SANDOVAL
747 DERRICK AVENUE	COMMUNITY CONTACT	7/31/2023	N/A	COMPLETE	\$0.00	SANDOVAL
MENDOTA CITY HALL	COMMUNITY CONTACT	7/31/2023	N/A	COMPLETE	\$0.00	SANDOVAL
641 LOZANO STREET	FOLLOW UP	7/31/2023	N/A	COMPLETE	\$0.00	PENA / ALCAZAR
912 MARIE STREET	REFUELING	7/31/2023	N/A	COMPLETE	\$0.00	NAVARRO / PENA / ALCAZAR
MEPD	EQUIPMENT REPAIR	7/31/2023	N/A	COMPLETE	\$0.00	SANDOVAL
				TOTAL:	\$12,295.00	



MENDOTA POLICE DEPARTMENT

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CASE#	ADDRESS	RPT DAT	DAYS	ARREST	CRIME TYPE	CHARGES
230001763.1		7/1/2023	Sat	NO	INCIDENT REPORT	
230001764.1		7/1/2023	Sat	NO	HIT & RUN	VC 20002
230001765.1		7/1/2023	Sat	YES	DUI ARREST	VC 23152
230001795.1		7/1/2023	Sat	NO	TRAFFIC COLLISION	
230001797.1		7/1/2023	Sat	NO	AGGRAVATED ASSAULT	PC 245A1
230001800.1		7/2/2023	Sun	NO	INCIDENT REPORT	
230001803.1		7/2/2023	Sun	NO	HIT & RUN	VC 20002
230001807.1		7/2/2023	Sun	NO	VEHICLE BURGLARY	VPC 459
230001813.1		7/3/2023	Mon	NO	INCIDENT REPORT	
230001815.1		7/3/2023	Mon	NO	TRAFFIC COLLISION	
230001816.1		7/3/2023	Mon	NO	PUBLIC HAZARD	
230001817.1		7/3/2023	Mon	YES	VEHICLE BURGLARY	PC 459
230001818.1		7/3/2023	Mon	NO	INCIDENT REPORT	
230001819.1		7/3/2023	Mon	NO	INTIMIDATION	PC 136A
230001820.1		7/3/2023	Mon	NO	AGGRAVATED ASSAULT (DV)	PC 273.5, PC459, PC 591, PC 1203.2A, PC 273.6
230001825.1		7/4/2023	Tue	YES	ROBBERY	PC 211
230001826.1		7/4/2023	Tue	YES	EXPIRED REG	VC 4000A1
230001827.1		7/4/2023	Tue	NO	MENTALLY UNSTABLE	WI 5150
230001828.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001830.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001831.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001833.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001834.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001835.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001836.1		7/4/2023	Tue	YES	ILLEGAL FIREWORKS	HS 12680
230001839.1		7/4/2023	Tue	YES	NARCOTICS VIOLATION	HS 11350
230001841.1		7/4/2023	Tue	YES	HIT & RUN	VC 20002, PC 245A1, PC 273AA, VC 23152
230001842.1		7/4/2023	Tue	NO	GRAND THEFT AUTO	VC 10851
230001843.1		7/5/2023	Wed	NO	IDENTITY THEFT	PC 530.5
230001844.1		7/5/2023	Wed	NO	VANDALISM	PC 594
230001845.1		7/5/2023	Wed	NO	VEHICLE STORAGE	VC 22651
230001846.1		7/5/2023	Wed	NO	FOUND PROPERTY	
230001847.1		7/5/2023	Wed	NO	PETTY THEFT	PC 484
230001848.1		7/5/2023	Wed	YES	RO VIOLATION	PC 166.4, PC 148A
230001854.1		7/5/2023	Wed	YES	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 245A1
230001855.1		7/5/2023	Wed	NO	INCIDENT REPORT	
230001856.1		7/5/2023	Wed	NO	THEFT OF ACCESS CARD	PC 484G
230001857.1		7/6/2023	Thu	NO	INCIDENT REPORT	
230001858.1		7/6/2023	Thu	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230001859.1		7/6/2023	Thu	NO	GRAND THEFT AUTO	VC 10851
230001862.1		7/7/2023	Fri	YES	VANDALISM	PC 594



MENDOTA POLICE DEPARTMENT

JULY 2023



CASE#	ADDRESS	RPT DAT	DAYS	ARREST	CRIME TYPE	CHARGES
230001863.1		7/7/2023	Fri	NO	VEHICLE STORAGE	VC 22651
230001866.1		7/7/2023	Fri	YES	WARRANT ARREST	PC 978.5
230001867.1		7/7/2023	Fri	YES	VANDALISM	PC 594
230001868.1		7/7/2023	Fri	NO	ATTEMPTED MURDER	PC 664/PC 187
230001869.1		7/7/2023	Fri	NO	HIT & RUN	VC 20002
230001870.1		7/8/2023	Sat	NO	GRAND THEFT AUTO	VC 10851
230001871.1		7/8/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001878.1		7/9/2023	Sun	YES	NARCOTICS VIOLATION	HS 11364, HS 11377
230001881.1		7/9/2023	Sun	YES	OPEN CONTAINER	BP 25620
230001882.1		7/9/2023	Sun	YES	OPEN CONTAINER	BP 25620
230001883.1		7/9/2023	Sun	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230001884.1		7/9/2023	Sun	YES	RO VIOLATION	PC 166C1
230001885.1		7/9/2023	Sun	NO	RAPE	PC 261A
230001888.1		7/10/2023	Mon	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
230001889.1		7/10/2023	Mon	YES	BURGLARY TOOLS	PC 466
230001890.1		7/11/2023	Tue	YES	WARRANT ARREST	PC 978.5
230001891.1		7/11/2023	Tue	YES	WARRANT ARREST	PC 978.5
230001894.1		7/11/2023	Tue	YES	PUBLIC INTOXICATION	PC 647F
230001895.1		7/11/2023	Tue	NO	REPOSSESSION	
230001896.1		7/11/2023	Tue	NO	VEHICLE STORAGE	VC 22651
230001897.1		7/12/2023	Wed	NO	VEHICLE STORAGE	VC 22651
230001898.1		7/12/2023	Wed	NO	INCIDENT REPORT	
230001900.1		7/12/2023	Wed	YES	WARRANT ARREST	PC 978.5
230001901.1		7/12/2023	Wed	NO	CHILD NEGLECT	PC 270
230001902.1		7/12/2023	Wed	YES	DUI ARREST	VC 23152
230001904.1		7/12/2023	Wed	YES	NARCOTICS VIOLATION	HS 11364
230001905.1		7/13/2023	Thu	YES	TRESPASS	PC 602, PC 148A1, HS 11377
230001907.1		7/13/2023	Thu	YES	OPEN CONTAINER	BP 25620
230001911.1		7/13/2023	Thu	NO	FIELD INTERVIEW	
230001914.1		7/14/2023	Fri	YES	GRAND THEFT AUTO	VC 10851, PC 496A
230001915.1		7/14/2023	Fri	NO	VEHICLE STORAGE	VC 22651
230001916.1		7/14/2023	Fri	NO	INCIDENT REPORT	
230001917.1		7/14/2023	Fri	NO	DISTURBANCE	PC 415(3)
230001919.1		7/14/2023	Fri	YES	PUBLIC INTOXICATION	PC 647F
230001921.1		7/15/2023	Sat	NO	VEHICLE STORAGE	VC 22651
230001925.1		7/15/2023	Sat	NO	GRAND THEFT AUTO	VC 10851
230001927.1		7/15/2023	Sat	YES	OPEN CONTAINER	BP 25620
230001928.1		7/15/2023	Sat	NO	RESIDENTIAL BURGLARY	PC 459
230001929.1		7/15/2023	Sat	NO	AGGRAVATED ASSAULT	PC 245A1
230001931.1		7/15/2023	Sat	NO	INCIDENT REPORT	
230001932.1		7/16/2023	Sun	YES	WARRANT ARREST	PC 978.5



MENDOTA POLICE DEPARTMENT

JULY 2023



CASE#	ADDRESS	RPT DAT	DAYS	ARREST	CRIME TYPE	CHARGES
230001934.1		7/16/2023	Sun	NO	VANDALISM	PC 594
230001935.1		7/16/2023	Sun	YES	AGGRAVATED ASSAULT (DV)	PC 273.5, PC 422
230001936.1		7/16/2023	Sun	YES	AGGRAVATED ASSAULT	PC 243D
230001937.1		7/16/2023	Sun	NO	INCIDENT REPORT	
230001938.1		7/16/2023	Sun	YES	NARCOTICS VIOLATION	HS 11350
230001939.1		7/16/2023	Sun	NO	VANDALISM	PC 594
230001940.1		7/17/2023	Mon	NO	VEHICLE STORAGE	VC 22651
230001941.1		7/17/2023	Mon	YES	OPEN CONTAINER	BP 25620
230001943.1		7/17/2023	Mon	NO	REPOSSESSION	
230001944.1		7/17/2023	Mon	NO	INCIDENT REPORT	
230001945.1		7/17/2023	Mon	YES	PUBLIC INTOXICATION	PC 647F
230001946.1		7/17/2023	Mon	YES	PUBLIC INTOXICATION	PC 647F
230001948.1		7/17/2023	Mon	YES	OPEN CONTAINER	BP 25620
230001954.1		7/18/2023	Tue	NO	FOUND PROPERTY	
230001955.1		7/18/2023	Tue	YES	RAPE	PC 261.5
230001957.1		7/19/2023	Wed	YES	WARRANT ARREST	PC 978.5
230001958.1		7/19/2023	Wed	YES	WARRANT ARREST	PC 978.5
230001959.1		7/19/2023	Wed	NO	OTHER AGENCY ASSIST	
230001960.1		7/19/2023	Wed	NO	VANDALISM	PC 594
230001965.1		7/20/2023	Thu	YES	NARCOTICS VIOLATION	HS 11377, 11378, 11351, 11350
230001967.1		7/20/2023	Thu	NO	IDENTITY THEFT	PC 530.5
230001968.1		7/20/2023	Thu	NO	ERROR	
230001969.1		7/20/2023	Thu	NO	HIT & RUN	VC 20002
230001970.1		7/20/2023	Thu	YES	NARCOTICS VIOLATION	HS 11377
230001975.1		7/21/2023	Fri	YES	OPEN CONTAINER	BP 25620
230001976.1		7/21/2023	Fri	NO	REPOSSESSION	
230001978.1		7/21/2023	Fri	NO	INCIDENT REPORT	
230001979.1		7/21/2023	Fri	NO	VEHICLE STORAGE	VC 22651
230001982.1		7/21/2023	Fri	NO	VANDALISM	PC 594
230001984.1		7/22/2023	Sat	YES	NARCOTICS VIOLATION	HS 11377, HS 11364
230001985.1		7/22/2023	Sat	NO	VEHICLE STORAGE	VC 22651
230001987.1		7/22/2023	Sat	NO	RO VIOLATION	PC 166C1
230001989.1		7/22/2023	Sat	NO	OTHER AGENCY ASSIST	
230001991.1		7/23/2023	Sun	YES	WARRANT ARREST	PC 978.5
230001992.1		7/23/2023	Sun	YES	OPEN CONTAINER	BP 25620
230001994.1		7/23/2023	Sun	NO	THROWING OBJECTS AT VEH	VC 23110
230001995.1		7/23/2023	Sun	NO	GRAND THEFT AUTO	VC 10851
230001996.1		7/23/2023	Sun	NO	VEHICLE STORAGE	VC 22651
230001997.1		7/23/2023	Sun	NO	SIMPLE ASSAULT	PC 242
230001998.1		7/23/2023	Sun	YES	NARCOTICS VIOLATION	HS 11350
230001999.1		7/24/2023	Mon	YES	WARRANT ARREST	PC 978.5

MENDOTA POLICE DEPARTMENT

JULY 2023

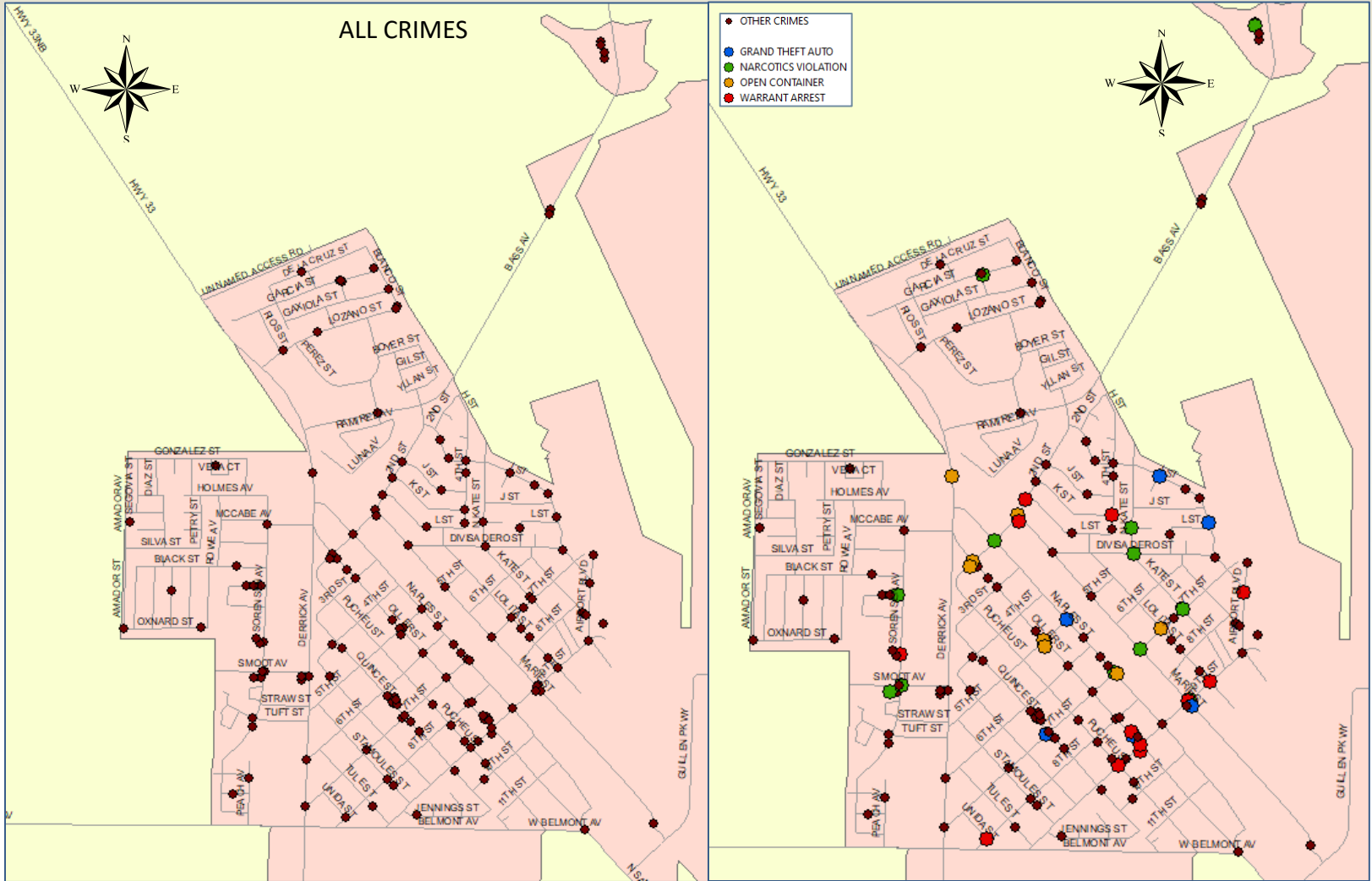


CASE#	ADDRESS	RPT DAT	DAY	ARREST	CRIME TYPE	CHARGES
230002000.1		7/24/2023	Mon	NO	FIELD INTERVIEW	
230002001.1		7/24/2023	Mon	NO	TRAFFIC COLLISION	
230002002.1		7/24/2023	Mon	NO	VEHICLE STORAGE	VC 22651
230002003.1		7/24/2023	Mon	NO	INCIDENT REPORT	
230002010.1		7/25/2023	Tue	NO	SIMPLE ASSAULT	PC 242
230002011.1		7/25/2023	Tue	NO	REPOSSESSION	
230002013.1		7/25/2023	Tue	NO	SIMPLE ASSAULT	PC 242
230002017.1		7/25/2023	Tue	NO	AGGRAVATED ASSAULT	PC 245
230002018.1		7/25/2023	Tue	NO	MISSING PERSON	
230002020.1		7/26/2023	Wed	NO	INCIDENT REPORT	
230002021.1		7/26/2023	Wed	YES	NARCOTICS VIOLATION	HS 11377
230002022.1		7/26/2023	Wed	YES	WARRANT ARREST	PC 978.5
230002025.1		7/26/2023	Wed	NO	FIELD INTERVIEW	
230002026.1		7/26/2023	Wed	NO	INCIDENT REPORT	
230002027.1		7/27/2023	Thu	NO	GRAND THEFT AUTO	VC 10851
230002029.1		7/27/2023	Thu	NO	INCIDENT REPORT	
230002030.1		7/27/2023	Thu	NO	THEFT OF ACCESS CARD	PC 484G
230002031.1		7/27/2023	Thu	YES	WARRANT ARREST	PC 978.5
230002032.1		7/27/2023	Thu	NO	INCIDENT REPORT	
230002033.1		7/27/2023	Thu	NO	TRAFFIC COLLISION	
230002034.1		7/27/2023	Thu	NO	VANDALISM	PC 594
230002036.1		7/27/2023	Thu	NO	SIMPLE ASSAULT	PC 242
230002041.1		7/28/2023	Fri	NO	REPOSSESSION	
230002042.1		7/28/2023	Fri	NO	INCIDENT REPORT	
230002043.1		7/28/2023	Fri	YES	NARCOTICS VIOLATION	HS 11377
230002045.1		7/28/2023	Fri	YES	DUI ARREST	VC 20002, VC 23152
230002049.1		7/28/2023	Fri	NO	TRAFFIC COLLISION	
230002050.1		7/29/2023	Sat	YES	WARRANT ARREST	PC 978.5
230002053.1		7/29/2023	Sat	NO	OTHER AGENCY ASSIST	
230002054.1		7/29/2023	Sat	NO	ANNOYING PHONE CALLS	PC 653M
230002057.1		7/30/2023	Sun	YES	NARCOTICS VIOLATION	HS 11364
230002058.1		7/30/2023	Sun	YES	WARRANT ARREST	PC 978.5
230002061.1		7/30/2023	Sun	NO	LOST PROPERTY	
230002062.1		7/30/2023	Sun	NO	PUBLIC HAZARD	
230002063.1		7/30/2023	Sun	NO	CHILD ABUSE	PC 273A(A)
230002064.1		7/30/2023	Sun	NO	INCIDENT REPORT	
230002065.1		7/31/2023	Mon	YES	OPEN CONTAINER	BP 25620
230002066.1		7/31/2023	Mon	YES	OPEN CONTAINER	BP 25620
230002067.1		7/31/2023	Mon	YES	OPEN CONTAINER	BP 25620
230002069.1		7/31/2023	Mon	YES	SUSPENDED LICENSE	VC 14601.1A
230002071.1		7/31/2023	Mon	YES	RESIDENTIAL BURGLARY	PC 459, PC 978.5



MENDOTA POLICE DEPARTMENT

JULY 2023 - MAP





MENDOTA POLICE DEPARTMENT

JULY 2023



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT	1		1				2	4
AGGRAVATED ASSAULT (DV)	2	1		1	1			5
ANNOYING PHONE CALLS							1	1
ATTEMPTED MURDER						1		1
BURGLARY TOOLS		1						1
CHILD ABUSE / NEGLECT	1			1				2
DISTURBANCE						1		1
DUI ARREST				1		1	1	3
ERROR					1			1
EXPIRED REG			1					1
FIELD INTERVIEW		1		1	1			3
FOUND PROPERTY			1	1				2
GRAND THEFT AUTO	1		1		2	1	2	7
HIT & RUN	1		1		1	1	1	5
IDENTITY THEFT				1	1			2
ILLEGAL FIREWORKS			7					7
INCIDENT REPORT	3	4		4	3	3	2	19
INTIMIDATION		1						1
LOST PROPERTY	1							1
MENTALLY UNSTABLE			1					1
MISSING PERSON			1					1
NARCOTICS VIOLATION	4	1	1	2	2	1	1	12
OPEN CONTAINER	3	5			1	1	2	12
OTHER AGENCY ASSIST				1			2	3
PETTY THEFT				1				1
PUBLIC HAZARD	1	1						2
PUBLIC INTOXICATION		2	1			1		4
RAPE	1		1					2
REPOSSESSION		1	2			2		5
RESIDENTIAL BURGLARY		1					1	2
RO VIOLATION	1			1			1	3
ROBBERY			1					1
SIMPLE ASSAULT	1		2		1			4
SUSPENDED LICENSE		1						1
THEFT OF ACCESS CARD				1	1			2
THROWING OBJECTS AT VEH	1							1
TRAFFIC COLLISION		2			1	1	1	5
TRESPASS					1			1
VANDALISM	2			2	1	3		8
VEHICLE BURGLARY	1	1						2
VEHICLE STORAGE	1	2	1	2		3	2	11
WARRANT ARREST	3	1	2	4	1	1	1	13
Grand Total	29	26	25	24	19	21	20	164

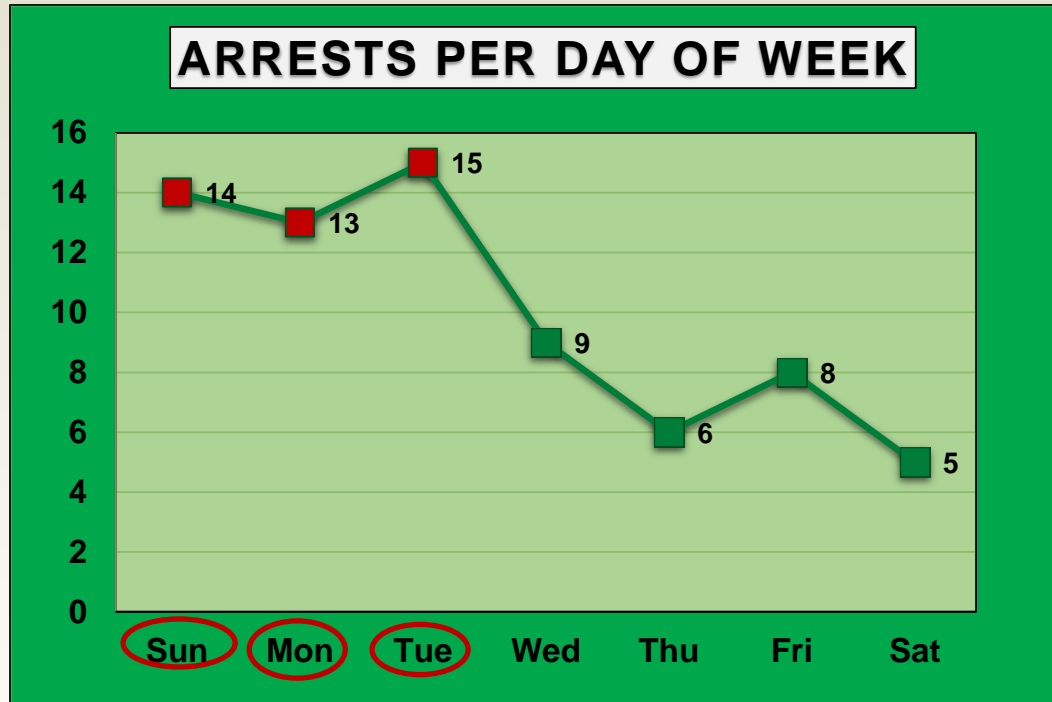


MENDOTA POLICE DEPARTMENT

JULY 2023 - ARRESTS



DAYS	ARRESTS
Sun	14
Mon	13
Tue	15
Wed	9
Thu	6
Fri	8
Sat	5
Grand Total	70





MENDOTA POLICE DEPARTMENT

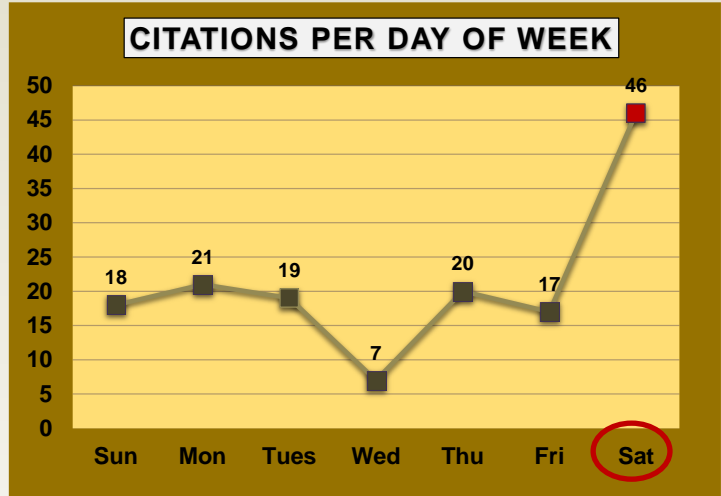
JULY 2023 - CITES



CASE#	RPT DATE	DAY OF WEEK
230001766.1	7/1/2023	Sat
230001767.1	7/1/2023	Sat
230001768.1	7/1/2023	Sat
230001769.1	7/1/2023	Sat
230001770.1	7/1/2023	Sat
230001771.1	7/1/2023	Sat
230001772.1	7/1/2023	Sat
230001773.1	7/1/2023	Sat
230001774.1	7/1/2023	Sat
230001775.1	7/1/2023	Sat
230001776.1	7/1/2023	Sat
230001777.1	7/1/2023	Sat
230001778.1	7/1/2023	Sat
230001779.1	7/1/2023	Sat
230001780.1	7/1/2023	Sat
230001781.1	7/1/2023	Sat
230001782.1	7/1/2023	Sat
230001783.1	7/1/2023	Sat
230001784.1	7/1/2023	Sat
230001785.1	7/1/2023	Sat
230001786.1	7/1/2023	Sat
230001787.1	7/1/2023	Sat
230001788.1	7/1/2023	Sat
230001789.1	7/1/2023	Sat
230001790.1	7/1/2023	Sat
230001791.1	7/1/2023	Sat
230001792.1	7/1/2023	Sat
230001793.1	7/1/2023	Sat
230001794.1	7/1/2023	Sat
230001796.1	7/1/2023	Sat
230001798.1	7/1/2023	Sat
230001799.1	7/1/2023	Sat
230001801.1	7/2/2023	Sun
230001802.1	7/2/2023	Sun
230001804.1	7/2/2023	Sun
230001805.1	7/2/2023	Sun
230001806.1	7/2/2023	Sun
230001808.1	7/2/2023	Sun
230001808.1	7/2/2023	Sun
230001809.1	7/2/2023	Sun
230001809.1	7/3/2023	Mon
230001810.1	7/3/2023	Mon
230001811.1	7/3/2023	Mon
230001812.1	7/3/2023	Mon
230001814.1	7/3/2023	Mon
230001821.1	7/4/2023	Tue
230001822.1	7/4/2023	Tue
230001823.1	7/4/2023	Tue
230001824.1	7/4/2023	Tue
230001829.1	7/4/2023	Tue

CASE#	RPT DATE	DAY OF WEEK
230001832.1	7/4/2023	Tue
230001837.1	7/4/2023	Tue
230001838.1	7/4/2023	Tue
230001840.1	7/4/2023	Tue
230001849.1	7/6/2023	Thu
230001850.1	7/6/2023	Thu
230001851.1	7/6/2023	Thu
230001852.1	7/6/2023	Thu
230001853.1	7/6/2023	Thu
230001860.1	7/7/2023	Fri
230001861.1	7/7/2023	Fri
230001864.1	7/7/2023	Fri
230001865.1	7/7/2023	Fri
230001872.1	7/8/2023	Sat
230001873.1	7/8/2023	Sat
230001874.1	7/8/2023	Sat
230001875.1	7/9/2023	Sun
230001876.1	7/9/2023	Sun
230001877.1	7/9/2023	Sun
230001879.1	7/9/2023	Sun
230001880.1	7/9/2023	Sun
230001886.1	7/10/2023	Mon
230001887.1	7/10/2023	Mon
230001892.1	7/11/2023	Tue
230001893.1	7/11/2023	Tue
230001899.1	7/12/2023	Wed
230001903.1	7/12/2023	Wed
230001906.1	7/13/2023	Thu
230001908.1	7/13/2023	Thu
230001909.1	7/13/2023	Thu
230001910.1	7/13/2023	Thu
230001912.1	7/13/2023	Thu
230001913.1	7/13/2023	Thu
230001918.1	7/14/2023	Fri
230001920.1	7/14/2023	Fri
230001922.1	7/15/2023	Sat
230001923.1	7/15/2023	Sat
230001924.1	7/15/2023	Sat
230001926.1	7/15/2023	Sat
230001930.1	7/15/2023	Sat
230001933.1	7/16/2023	Sun
230001942.1	7/17/2023	Mon
230001947.1	7/17/2023	Mon
230001949.1	7/17/2023	Mon
230001950.1	7/17/2023	Mon
230001951.1	7/17/2023	Mon
230001952.1	7/18/2023	Tue
230001953.1	7/18/2023	Tue
230001956.1	7/18/2023	Tue

CASE#	RPT DATE	DAY OF WEEK
230001961.1	7/19/2023	Wed
230001962.1	7/19/2023	Wed
230001963.1	7/20/2023	Thu
230001964.1	7/20/2023	Thu
230001966.1	7/20/2023	Thu
230001971.1	7/20/2023	Thu
230001972.1	7/20/2023	Thu
230001973.1	7/20/2023	Thu
230001974.1	7/20/2023	Thu
230001977.1	7/21/2023	Fri
230001980.1	7/21/2023	Fri
230001981.1	7/21/2023	Fri
230001983.1	7/22/2023	Sat
230001986.1	7/22/2023	Sat
230001988.1	7/22/2023	Sat
230001990.1	7/23/2023	Sun
230001993.1	7/23/2023	Sun
230002004.1	7/24/2023	Mon
230002005.1	7/24/2023	Mon
230002006.1	7/24/2023	Mon
230002007.1	7/24/2023	Mon
230002008.1	7/24/2023	Mon
230002009.1	7/25/2023	Tue
230002012.1	7/25/2023	Tue
230002014.1	7/25/2023	Tue
230002015.1	7/25/2023	Tue
230002016.1	7/25/2023	Tue
230002019.1	7/26/2023	Wed
230002023.1	7/26/2023	Wed
230002024.1	7/26/2023	Wed
230002028.1	7/27/2023	Thu
230002035.1	7/27/2023	Thu
230002037.1	7/28/2023	Fri
230002038.1	7/28/2023	Fri
230002039.1	7/28/2023	Fri
230002040.1	7/28/2023	Fri
230002044.1	7/28/2023	Fri
230002046.1	7/28/2023	Fri
230002047.1	7/28/2023	Fri
230002048.1	7/28/2023	Fri
230002051.1	7/29/2023	Sat
230002052.1	7/29/2023	Sat
230002055.1	7/29/2023	Sat
230002056.1	7/30/2023	Sun
230002059.1	7/30/2023	Sun
230002060.1	7/30/2023	Sun
230002068.1	7/31/2023	Mon
230002070.1	7/31/2023	Mon
230002072.1	7/31/2023	Mon
230002073.1	7/31/2023	Mon

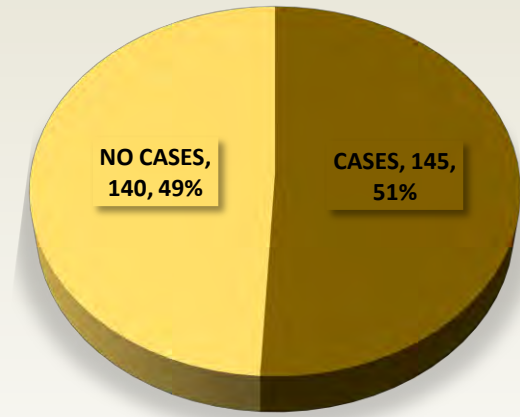
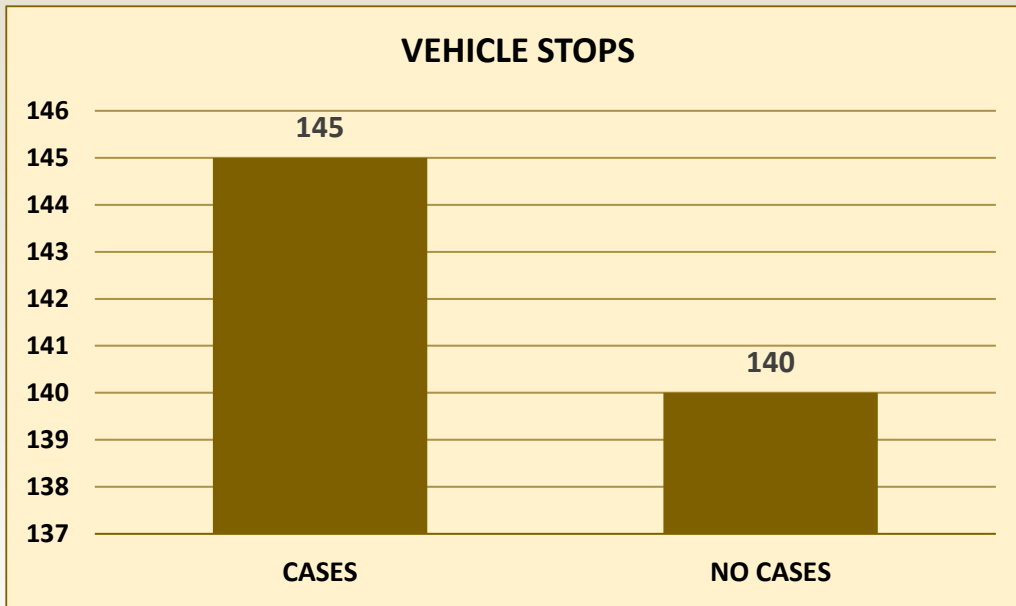


DAYS	COUNT
Sun	18
Mon	21
Tues	19
Wed	7
Thu	20
Fri	17
Sat	46
Grand Total	148



MENDOTA POLICE DEPARTMENT

JULY 2023 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 285

- WITH CASE NUMBERS – 145
- WITHOUT CASE NUMBERS - 140



MENDOTA POLICE DEPARTMENT

JULY 2023



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2023 Totals	JUN-JUL%
Homicide	0	0	0	0	1	0	0	0						1	NON-CAL
Rape	0	0	0	1	0	1	1	2						5	100%
Other Sex Offense	5	1	3	2	0	2	0	0						8	NON-CAL
Robbery	0	0	0	0	0	1	1	1						3	0%
Aggravated Assault	3	2	2	4	2	3	7	4						24	-43%
Aggravated Assault (DV)	4	2	3	1	1	4	3	5						19	67%
Simple Assault	5	1	6	5	1	1	5	4						23	-20%
Simple Assault (DV)	0	0	0	1	2	1	2	0						6	-100%
Residential Burglary	0	1	1	0	0	1	1	2						6	100%
Commercial Burglary	0	1	0	0	0	0	0	0						1	NON-CAL
Auto Theft	7	6	6	2	8	6	2	7						37	250%
Grand Theft	0	0	0	3	1	1	1	0						6	-100%
Petty Theft	2	2	1	4	8	20	4	1						40	-75%
Vehicle Burglary	1	1	1	1	2	0	3	2						10	-33%
ID Theft/Fraud	1	2	0	1	1	2	5	4						15	-20%
Arson	0	0	0	0	0	0	1	0						1	-100%
Vandalism	10	11	9	9	8	7	11	8						63	-27%
Hate Crimes	0	0	0	0	0	0	0	0						0	NON-CAL
Possession of Firearm	0	2	0	1	2	0	2	0						7	-100%
Possession of Knife	0	0	1	0	1	0	1	0						3	-100%
DUI Arrests	4	5	2	4	5	4	9	3						32	-67%
Public Intoxication	0	3	3	1	6	15	11	4						43	-64%
Narcotics Violation	4	1	3	14	9	17	12	12						68	0%
Parole/Restraining Order Violation	2	1	1	2	0	3	0	3						10	NON-CAL
Warrant Arrest	8	8	5	14	14	20	11	13						85	18%
Mental Health Reports	1	0	2	2	0	1	1	1						7	0%
Runaway / Missing	1	4	3	1	1	3	1	1						14	0%
Trespass	1	1	2	1	0	1	5	1						11	-80%
TOTALS	59	55	54	74	73	114	100	78	0	0	0	0	0	548	-22%



MENDOTA POLICE DEPARTMENT

JULY – AUTO THEFTS



AUTO THEFT: 7 TOTAL

- Mostly older model vehicles

