



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
January 23, 2024
6:00 PM

VICTOR MARTINEZ
Mayor

LIBERTAD “LIBERTY” LOPEZ
Mayor Pro Tempore

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, 8am-5pm.

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 48 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 8am y las 5pm de lunes a viernes. La notificación de al menos 24 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

PRESENTATIONS

1. Chief of Police Smith to present the Police Department's 2023 Volunteer of the Year Award to Veronica Gill.
2. Chief of Police Smith to present the Police Department's 2023 Employee of the Year Award to Police Officer Juliana Lopez.
3. Public Works Superintendent Banuelos to present the Public Works Department's 2023 Employee of the Year Award to Maintenance Worker I Andrew Sanchez.

4. Finance Administrative Supervisor Sandoval to present the Finance Department's 2023 Employee of the Year Award to Administrative Assistant II Grecia M. Gallegos.
5. City Manager Gonzalez to present the City Administration Department's 2023 Employee of the Year award to Finance Administrative Supervisor Marilu Sandoval.

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 January 9, 2024.
2. Notice of waiving of the reading of all resolutions and/or ordinances introduced and/or adopted under this agenda.

CONSENT CALENDAR

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

1. JANUARY 3, 2024 THROUGH JANUARY 17, 2024
WARRANT LIST CHECK NOS. 54317 THROUGH 54338
TOTAL FOR COUNCIL APPROVAL = \$332,225.36
2. Proposed ratification of a letter of support for funding for the National Farmworker Jobs Program.
3. Proposed ratification of a letter of support for Fresno County for the Caltrans Climate Adaptation Planning Grant.
4. Proposed adoption of **Resolution No. 24-05**, approving the First Amendment to the Translation Services Agreement with Patricia Lyons dba Lyons Interpreting and Translation and Authorizing the City Manager to Execute the Amendment.

BUSINESS

1. Council discussion and consideration of the activity memorandum provided by Townsend Public Affairs.
 - a. *Receive report from City Manager Gonzalez and Townsend Public Affairs*
 - b. *Inquiries from City Council to staff*
 - c. *Mayor Martinez opens floor to receive any comment from the public*
 - d. *City Council provides input*

2. Council discussion and consideration of continuing the translation of City Council meeting agendas.
 - 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 provides direction to staff on how to proceed*

3. Council discussion and consideration of City Council participation at external events.
 - 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 provides direction to staff on how to proceed*

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. Animal Control, Code Enforcement, and Police Department
 - a) December Monthly Logs

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 – EXISTING LITIGATION
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).
City of Mendota v. Ashley Dabbs, et al.
Fresno County Superior Court Case No. 23CECL08924.
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 1758 7th Street, Mendota, CA 93640
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Gabriel Guillen
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 643 Quince Street, Mendota, CA 93640
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: United Security Bank
Under Negotiation: Price and Terms of Payment
4. 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, Antonio Pizano, Deputy City Clerk of the City of Mendota, do hereby declare that the foregoing agenda for the Mendota City Council Regular Meeting of Tuesday, January 23, 2024, was posted on the outside bulletin board located at City Hall, 643 Quince Street, on Friday, January 19, 2024, by 5:00 p.m.



Antonio Pizano, Deputy City Clerk



MINUTES OF MENDOTA REGULAR CITY COUNCIL MEETING

Regular Meeting

January 9, 2024

Meeting called to order by Mayor Martinez at 6:00 PM and he wished everyone a Happy New Year.

Roll Call

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

Council Members Absent: None

Flag salute led by Councilor Rosales and he wished everyone a Merry Christmas and Happy New Year.

Invocation led by Police Chaplain Robert Salinas

Council Member Rosales stated that his coworker’s son was recently killed in Reedley and requested that everyone keep her and her family in their prayers.

FINALIZE THE AGENDA

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

A motion was made by Council Member Alonso to adopt the agenda, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes)

CITIZENS ORAL AND WRITTEN PRESENTATIONS

Lourdes Santiago – thanked the City of Mendota for the opportunity to work in the community and shared her experience with working in the community; thanked the Council and staff for their assistance with her projects; stated that the areas surrounding her rental

properties are very dark and that it creates safety hazards; and requested that the City consider installing additional streetlights.

Discussion was held on the comments made by Ms. Santiago; the need for additional lighting throughout the community; the City streetlighting mapping and data collection item that is on the agenda for consideration; and the Council thanked Ms. Santiago for sharing her comments and for her efforts in the City.

APPROVAL OF MINUTES AND NOTICE OF WAIVING OF READING

1. Minutes of the regular City Council meeting of December 12, 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 Mayor Pro Tem Lopez; unanimously approved (5 ayes).

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. DECEMBER 6, 2023 THROUGH DECEMBER 29, 2023
WARRANT LIST CHECK NOS. 54218 THROUGH 54316
TOTAL FOR COUNCIL APPROVAL = \$2,237,146.41
2. Proposed adoption of **Resolution No. 24-01**, approving a Lease Agreement Extension with the California Department of General Services for the premises located at 655 Quince Street.
3. Proposed adoption of **Resolution No. 24-02**, reappointing Mr. S. Leo Capuchino to serve as the City of Mendota representative on the Fresno Westside Mosquito Abatement District Board.
4. Proposed adoption of **Resolution No. 24-03**, suspending the regularly scheduled Public Safety Sub-Committee meetings for a period of six months.
5. Proposed adoption of **Resolution No. 24-04**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Consulting Group for the City streetlight data collection and mapping project.

A request was made to pull item 5 for discussion.

A motion was made by Council Member Rosales to approve items 1 through 4, seconded by Council Member Alonso; unanimously approved (5 ayes).

5. Proposed adoption of **Resolution No. 24-04**, approving the Consultant Services Agreement and Proposal from Provost & Pritchard Consulting Group for the City streetlight data collection and mapping project.

Discussion was held on the item, including the purpose of the project.

A motion was made by Council Member Rosales to approve item 5, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

DEPARTMENT REPORTS AND INFORMATIONAL ITEMS

1. City Engineer
 - a) Update

City Engineer Osborn provided an update on ongoing City projects, including the Stormwater Improvement Project and the proposed McCabe Avenue and Fleming Avenue Reconstruction Project; and the status of a grant application to reconstruct Divisadero Avenue.

Discussion was held on the contractor fixing the hump issue at the intersection of Naples and 9th Street; the status of the Roundabout project; and the status of the Highway 180 and 33 improvement project.

At 6:30 p.m. Mayor Martinez left the Council Chambers, and Mayor Pro Tem Lopez led the meeting.

2. Animal Control, Code Enforcement, and Police Department
 - a) November Monthly Logs

Police Lieutenant Galaviz provided the monthly update for the Animal Control Department, including statistics.

At 6:31 p.m. Mayor Martinez returned to the Council Chambers and continued leading the meeting.

Discussion was held on the instances when vicious dogs are removed from their owner, and the purpose of the 10-day quarantine period for dogs.

Police Lieutenant Galaviz provided the monthly update for the Code Enforcement and Police Departments, including statistics, ongoing tasks and enforcement, and upcoming events.

Discussion was held on the importance of educating the public on traffic laws and regulations.

3. City Attorney

Assistant City Attorney Castro reported on ongoing tasks.

4. City Manager

City Manager Gonzalez thanked staff for their work and reported on upcoming events; the employees of the year being recognized at the next City Council meeting; potential developers reaching out to him following the approval of the development fee moratorium; scheduling the goal setting meeting; and working with the Mendota Unified School District (“MUSD”) to schedule a joint meeting of the Board of Trustees and City Council.

Discussion was held on the possibility of holding a town hall meeting; and on the proposed joint meeting of the MUSD Board of Trustees and City Council.

MAYOR AND COUNCIL REPORTS AND INFORMATIONAL ITEMS

1. Council Member(s)

Council Member Rosales stated that he met with community members who live on I Street who have been victims of crimes committed by homeless individuals; and requested that everyone give additional effort to apply for and obtain grants.

Discussion was held on the issues surrounding the airport basin homeless encampment.

Council Member Riofrio commented on the passing of former Mendota Public Works Director Louie Garcia; a deceased individual on Oller and 4th Streets; a gentleman that was intoxicated on 7th Street; and requested that the police department continue to enforce public intoxication violations.

Discussion was held on homeless individuals bathing near a backflow preventer near the William Robert Johnston Municipal Airport.

Mayor Pro Tem Lopez thanked staff, the community, and the Council for their work, support, and patience; shared compliments that she received regarding the City’s holiday decorations; commented on staff’s Christmas luncheon; on the City’s Charlie elf-of-the-shelf social media postings; efforts on working with the Department of Motor Vehicles to increase the service days; thanked staff for the agendas being translated in Spanish; the City’s presence on social media; and shared that the City may want to consider moving forward with the walking trail at Pool Park.

Discussion was held on the importance of individuals participating in the census.

Council Member Alonso stated that he conducted a poll on social media where he requested input from the community on projects/items that they would like to see implemented, including reporting on suggestions that he received; and shared his well wishes for the new year.

At 7:00 p.m. Mayor Pro Tem Lopez left the Council Chambers and returned at 7:01 p.m.

2. Mayor

Mayor Martinez commented on the new year; shared an update from the Fresno Council of Governments Policy Board meeting that he recently attended, including ongoing discussions related to Measure C; shared an update on a Fresno County Transportation Authority meeting he attended; a meeting with the Fresno County Rural Transit Agency; upcoming and ongoing efforts and projects, including grants, parks, and street lighting projects; installing benches for the Department of Motor Vehicles (“DMV”) building and the all-inclusive playground; issues with stray dogs and cats and the possibility of holding a spay/neuter program in the community; and ignoring negative comments about the City’s progress and moving forward in a positive manner.

Discussion was held on Mayor Martinez’s efforts to secure funding for communities on the Westside of Fresno County, and the possibility of asking a solar company working near the City for funding.

CLOSED SESSION

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code section 54956.8
Property: 1758 7th Street, Mendota, CA 93640
Agency Negotiator: Cristian Gonzalez, City Manager
Negotiating Party: Gabriel Guillen
Under Negotiation: Purchase Price and Terms of Payment

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Ongoing litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (one case).
City of Mendota v. Ashley Dabbs, et al.
Fresno County Superior Court Case No. 23CECL08924.

At 7:07 p.m. the City Council moved into closed session.

At 7:35 p.m. the City Council reconvened in open session and Assistant City Attorney Castro stated that in regard to items 1 through 2 of the closed session

ADJOURNMENT

With no more business to be brought before the Council, a motion for adjournment was made at 7:35 p.m. by Council Member Alonso, seconded by Mayor Pro Tem Lopez; unanimously approved (5 ayes).

Victor Martinez, Mayor

ATTEST:

Celeste Cabrera-Garcia, City Clerk

DRAFT

CITY OF MENDOTA
 CASH DISBURSEMENTS
 01/03/24 - 01/17/24
 CK# 054317 - 054338

Check Date	Check Number	Gross Check Amount	Vendor Name	Cash Account	Invoice Description
January 3, 2024	54317	\$ 136,732.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 12/18/2023-12/31/2023
January 3, 2024	54318	\$ 300.11	ADT SECURITY SERVICES	GENERAL, WATER, SEWER	SECURITY SERVICE FOR CITY HALL & DMV 01/13/2024 - 02/12/2024
January 3, 2024	54319	\$ 752.52	CALIFORNIA BUSINESS MACHINES	GENERAL, WATER, SEWER	COPIER CONTRACT SERVICE BASE. JANUARY 2024, USAGE DECEMBER 2023
January 3, 2024	54320	\$ 85.00	COLONIAL LIFE	GENERAL	LIFE INSURANCE PREMIUM FOR DECEMBER 2023
January 3, 2024	54321	\$ 1,074.10	COOK'S COMMUNICATIONS	GENERAL	(1) SETINA LR PUSH BUMPER - REPLACEMENT, INSTALL
January 3, 2024	54322	\$ 275.92	EMPLOYEE RELATIONS	GENERAL, WATER, SEWER	(2) CRIMINAL COURT/ ACCESS FEES
January 3, 2024	54323	\$ 1,600.00	LAW & ASSOCIATES	GENERAL	LAW ENFORCEMENT BACKGROUND INVESTIGATION (PD)
January 3, 2024	54324	\$ 462.50	NEXUS ADMINISTRATORS, INC.	GENERAL, WATER, SEWER	QUARTERLY PENSION ADMIN BASE FEE, DOCUMENT MAINTENANCE 2024
January 3, 2024	54325	\$ 27,525.00	STEPHEN A. SMECK & CO	GENERAL, WATER, SEWER, STREETS, REFUSE	ACCOUNTING & CONSULTING WORK PERFORMED JANUARY - DECEMBER 2023
January 3, 2024	54326	\$ 399.96	UNION PACIFIC RAILROAD COMPANY	STREETS	ROADWAY - RENT INDEX, 10TH, MARIE, N OF BELMONT
January 3, 2024	54327	\$ 7,905.24	BANKCARD CENTER	GENERAL, WATER, SEWER	CHRISTMAS TREES MADERA, ADOBE, CANVA, MSFT, AMAZON, CHEWY.COM, KETCH ALL COMPANY, PIZZA FACTORY
January 3, 2024	54328	\$ 1,802.00	TESCO CONTROLS, INC.	SEWER	L-2000 NO COMMUNICATION WITH RADIO (WWTP)
January 3, 2024	54329	\$ 2,000.00	THE BANK OF NEW YORK MELLON	GENERAL, WATER, SEWER	MJPFA 2022 REVENUE BOND (PD & CC) 12/16/2023 - 12/15/2024
January 3, 2024	54330	\$ 16.58	RAUL ANDRADE JR.	WATER	MO CUSTOMER REFUND FOR AND0018
January 3, 2024	54331	\$ 49.35	DOLORES BAEZA	WATER	MO CUSTOMER REFUND FOR BAE0008
January 3, 2024	54332	\$ 58.40	ROBERTO CANTU MENDEZ	WATER	MO CUSTOMER REFUND FOR MEN0107
January 3, 2024	54333	\$ 42.93	ANNA RIVAS	WATER	MO CUSTOMER REFUND FOR RIV0101
January 4, 2024	54334	\$ 2,022.22	AT&T MOBILITY	GENERAL	POLICE DEPARTMENT PHONE SERVICE OCTOBER, DECEMBER 2023
January 11, 2024	54335	\$ 318.00	DPREP INC	GENERAL	(2) DUI CHECKPOINT TRAINING 01/11-12/2024 JURADO & VACA
January 11, 2024	54336	\$ 392.53	SANTIAGO JURADO	GENERAL	PER DIEM: 01/11-12/2024 SANTA MONICA DUI TRAINING, REIMBURSEMENT: HOTEL STAY- D.PREP DUI TRAINING
January 11, 2024	54337	\$ 75.00	GERARDO VACA	GENERAL	PER DIEM: 01/11-12/2024 SANTA MONICA DUI TRAINING
January 17, 2024	54338	\$ 148,336.00	CITY OF MENDOTA PAYROLL	GENERAL	PAYROLL TRANSFER 01/01/2024 - 01/14/2024

\$ 332,225.36



CITY OF MENDOTA

"Cantaloupe Center Of The World"

January 18, 2024

The Honorable John Duarte
United States House of Representatives
1535 Longworth House Office Building
Washington, DC 20515

Dear Congressman Duarte,

On behalf of the City of Mendota and the Mendota City Council, I write to you in support of the National Farmworker Jobs Program ("NFJP") which provides funding for Proteus, Inc., a vital local organization that positively impacts and benefits the Mendota community and its residents. Proteus, Inc. is an organization that utilizes the NFJP to provide job training, placement, and other services to our area's eligible migrant and seasonal farmworkers. In doing so, the organization helps local businesses find workers with the skills they require, and helps our community members gain valuable training, experience, and employment.

At a time when the nation is feeling the effects of a tight labor market, many businesses are having a difficult time finding qualified workers. As such, it is important to invest wisely in proven programs like NFJP to help secure the future of United States businesses and workers. Proteus, Inc. and the other NFJP-funded agencies throughout the United States have achieved unparalleled success in helping migrant and seasonal farmworkers obtain self- and family-sustaining jobs that employers need to fill. Being an exceptionally difficult population to serve, farmworkers routinely suffer unique barriers to employment that the traditional universal access model is unable to serve effectively. The unique barriers that farmworkers face include: (1) English is often their second language, (2) many have an average education level of 9th grade, (3) they typically lack access to affordable transportation; and (4) they experience an array of health and personal problems stemming from the extreme poverty that they endure. Moreover, the population is also highly mobile, moving from state-to-state over the spring, summer, and autumn seasons as they call into question which state might serve them. Congress made NFJP a national program precisely to prevent fruitless discourse between states over which one should service mobile farmworkers or rely on federal workforce dollars to service non-residents. The continued authorization for NFJP will ensure that all farmworkers and the communities in which they reside can continue to thrive without the feeling of uncertainty, and that organizations such as Proteus, Inc. can continue to support communities like Mendota.

To be eligible for the NFJP, farmworkers must provide proof of American citizenship or verification they are authorized to work in the United States, as well as evidence they earn an income below 150 percent of the federal poverty line. NFJP is authorized by the Workforce Innovation and Opportunity Act ("WIOA"), Title I, Section 167, and is one of the best-performing federal job training programs administered by the United States Department of Labor ("DOL"). The program continually surpasses the DOL's performance measures, and the most recent complete DOL report on performance shows NFJP produced an employment rate at six months of 87.2 percent and a one-year employment retention rate of 84.8 percent. These results are excellent especially considering that most of the rural areas in which this program operates are facing difficult economic times - with unemployment rates exceeding the national average - and that most farmworkers often face financial instability.

With 6.3 million Americans unemployed, now is not the time to reduce our investments in programs like NFJP, that help workers get the skills they need to find and keep jobs that employers need to fill. NFJP is a fiscally responsible program that educates and trains farmworkers into jobs that allow them to earn a self- and family-sustaining income. For this reason, it is essential Congress increase NFJP's funding in fiscal year 2025 and beyond. In doing so, Congress will ensure investments in job training and education that will help the nation build the skilled workforce that our economy depends on.

Sincerely,

A handwritten signature in black ink that reads "Victor Martinez". The signature is written in a cursive style with a large, stylized "Z" at the end.

Victor Martinez
Mayor
City of Mendota



CITY OF MENDOTA

"Cantaloupe Center Of The World"

January 17, 2024

Steven E. White
Director
Fresno County Public Works and Planning
2220 Tulare Street, 8th Floor
Fresno, CA 93721

Subject: Support for Fresno County's Climate Adaption Planning Grant Application

Dear Mr. White,

On behalf of the City of Mendota and the Mendota City Council, I want to express my support for Fresno County's application for a Caltrans Climate Adaptation Planning Grant to explore transportation infrastructure resiliency in Fresno County's western region.

The City of Mendota experiences significant flooding during rainstorms that results in tragic impacts, including the closure and damage of roads. The closure of roads due to flooding causes inconveniences and detrimental impacts to our residents. In rural communities such as ours, vital resources are spaced farther away and require long trips to access. Roads connect our residents to jobs, schools, and critical services that they rely on, and the impacts of floods, including the closure of roads, isolates residents of disadvantaged groups and limits their access to the resources that their livelihoods depend on.

In addition, our agricultural economy relies on rural roads to transport goods across the county, state, and nation. We need these roads to stay open and keep our economy strong. With climate trends predicting hotter summers and heavier rains, the residents in this region will be disproportionately impacted by more floods and damaged roads. The sooner we can start planning and preparing for the future, the better equipped our residents will be to handle what comes their way.

I am committed to working with Fresno County to help facilitate public engagement and hear the concerns of residents so that we may find solutions that work best and carry us forward.

Sincerely,

Victor Martinez
Mayor
City of Mendota

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: APPROVING THE FIRST AMENDMENT TO THE TRANSLATION SERVICES AGREEMENT WITH PATRICIA LYONS DBA LYONS INTERPRETING AND TRANSLATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT
DATE: JANUARY 23, 2024

ISSUE

Should the City Council adopt Resolution No. 24-05, approving the First Amendment to the Translation Services Agreement with Patricia Lyons dba Lyons Interpreting and Translation and authorizing the City Manager to execute the amendment?

BACKGROUND

In March of 2020, the City Council adopted an Amended Policy (the “Policy”) regarding English-Spanish translation services at public meetings, which states that the City of Mendota (“City”) will make English-Spanish interpretation services available for all City Council regular meetings if they are requested at least 24 hours in advance.

In February of 2023, the City entered into a Translation Services Agreement (“Agreement”) with Patricia Lyons dba Lyons Interpreting and Translation (the “Contractor”), which is attached to the resolution, for a period of one year.

ANALYSIS

The Agreement is set to expire on February 14, 2024, and the proposed First Amendment will extend the Agreement by an additional year. The Agreement includes guaranteed interpretation services for up to 12 meetings, if requested by members of the public in accordance with the Policy. The Agreement also outlines additional services that can be provided (at an additional cost).

FISCAL IMPACT

Approximately \$5,400 in initial costs, plus travel time fees and mileage reimbursements (if applicable). There would be an additional cost if the City sought additional services that are provided for in the agreement. The cost will be divided into three parts and paid by the Sewer, Water, and General funds.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 24-05, approving the First Amendment to the Translation Services Agreement with Patricia Lyons dba Lyons Interpreting and Translation and authorizing the City Manager to execute the amendment.

Attachments:

1. Resolution No. 24-05
2. Exhibit "A" – Translation Services Agreement
3. Exhibit "B" – First Amendment to Translation Services Agreement

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

RESOLUTION NO. 24-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENDOTA APPROVING THE FIRST AMENDMENT TO THE TRANSLATION SERVICES AGREEMENT WITH PATRICIA LYONS DBA LYONS INTERPRETING AND TRANSLATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT

WHEREAS, on March 10, 2020, the City of Mendota ('City') adopted an Amended Policy Regarding English-Spanish Translation Services at Public Hearings, which states that the City will make English-Spanish Services available for all City Council regular meetings; and

WHEREAS, on February 14, 2023, the City and Patricia Lyons DBA Lyons Interpreting and Translation (the "Contractor") entered into a Translation Services Agreement (the "Agreement"), which is attached hereto as Exhibit "A," for a period of one (1) year, which will expire on February 14, 2024; and

WHEREAS, the Contractor satisfactorily performed and provided the translation services the City required during the Agreement's original term; and

WHEREAS, in the relevant part, Mendota Municipal Code section 2.48.090, subdivision (c), provides, "The renewal, extension or amendment of contracts with professional service providers shall not require a new competitive process except upon order of the city council."; and

WHEREAS, the City is prepared to enter into the First Amendment to the Agreement to extend the term of the English-Spanish translation services to be rendered by Contractor under the Agreement for an additional year.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Mendota that the First Amendment to the Translation Services Agreement with Patricia Lyons dba Lyons Interpreting and Translation are hereby approved in substantially the form attached hereto as Exhibit "B,"

BE IT FURTHER RESOLVED that the City Manager, or his designee, is hereby authorized to execute all documents required to effect the First Amendment to the Translation Services Agreement.

Victor Martinez, Mayor

ATTEST:

I, Celeste Cabrera-Garcia, City Clerk of the City of Mendota, do hereby certify that the foregoing resolution was duly adopted and passed by the City Council at a regular meeting of said Council, held at the Mendota City Hall on the 23rd day of January, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Celeste Cabrera-Garcia, City Clerk

EXHIBIT A

TRANSLATION SERVICES AGREEMENT

This Translation Services Agreement (“Agreement”) is entered into as of February 14, 2023 (“Effective Date”) by and between the City of Mendota (the “City”), a California municipal corporation, and Patricia Lyons DBA Lyons Interpreting and Translation, (“Contractor”) (collectively, the “Parties”) with reference to the following:

RECITALS

WHEREAS, on March 10, 2020, the City adopted an Amended Policy Regarding English-Spanish Translation Services at Public Hearings, which states that the City of Mendota will make English-Spanish Services available for all City Council regular meetings; and

WHEREAS, on November 11, 2020, the City and the Contractor entered into a Translation Services Agreement for a period of one (1) year, which expired on November 11, 2021; and

WHEREAS, on February 4, 2022, the City and the Contractor entered into a Translation Services Agreement for a period of one (1) year, which expired on February 4, 2023; and

WHEREAS, the City and Contractor are prepared to enter into a new agreement setting forth the terms of the English-Spanish translation services to be rendered by Contractor to the City.

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein, the Parties agree as follows:

AGREEMENT

1. **Term.** This Agreement shall terminate one (1) year after the Effective Date, unless otherwise terminated as follows:

- a. **Termination by the City.** Should Contractor default in performance of this Agreement or materially breach any of its provisions, the City, at the City’s option, may terminate this Agreement by giving written notification to Contractor.
- b. **Termination for Convenience of the City.** The City may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. This Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
- c. **Termination of Funding.** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set

forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the City arising from this Agreement shall be immediately discharged. The City agrees to inform Contractor no later than thirty (30) calendar days after the City determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

2. **Relationship of the Parties.** It is the express intent of the Parties that Contractor is an independent contractor and not an employee, agent, joint venturer, or partner of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of an employer and employee between the City and Contractor or any employee or agent of Contractor. Both Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

3. **Qualifications.** Contractor warrants that it has the necessary competence, experience, certifications, and qualifications for the services to be performed.

4. **Scope of Services.** Contractor agrees to perform English to Spanish, and Spanish to English, translation and interpretation services as set forth in this Agreement (the "Work"). Contractor shall not perform services other than those set forth in this Agreement unless approved in advance in writing by the City Manager stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with the City Manager and the results of such work shall be monitored by the City Manager or his or her designee.

- a. **City Council Regular Meetings.** Contractor will ensure that it is available to perform the Work for all regular City Council meetings for the duration of this Agreement. The City shall confirm whether Contractor shall be required to attend a regular City Council meeting no later than twenty-four (24) hours before the meeting's scheduled start time. If Contractor attends the meeting, Contractor shall ensure its attendance until the meeting is adjourned. Contractor's failure to ensure availability for all regular City Council meetings, or its failure to attend meetings for which Contractor's services are requested until the meeting is adjourned, shall constitute a material breach of this Agreement.

Upon two (2) weeks' advance notice by Contractor and receipt of the City Manager's advance consent, issued at the City Manager's sole discretion, Contractor's failure or inability to attend a regular City Council meeting shall not be considered a breach of this Agreement so long as Contractor uses its best efforts to ensure that another qualified interpreter attends the meeting in Contractor's place ("Substitute Interpreter") and Contractor otherwise complies with the provisions of this Section 4(a). In the event a Substitute Interpreter is used for a regular City Council meeting, Contract

shall remain fully responsible for the Substitute interpreter's performance of Contractor's obligations under this Agreement, and the City shall have the right to seek redress from Contractor for any failure of the Substitute Interpreter to perform the obligations set forth in this Agreement or any liability arising from the Substitute Interpreter's performance of the Work. In the event a Substitute Interpreter cannot be used at a meeting, and a request has been made for translation services at said meeting, Contractor shall reimburse the City for the actual costs incurred in securing the services of another qualified interpreter.

- b. City Council Special Meetings.** Contractor will use its best efforts to ensure that it is available to perform the Work for all special City Council Meetings for the duration of this Agreement. The City shall endeavor to provide notice to Contractor of the City's need for Contractor's services at least twenty-four (24) hours before the special meeting's scheduled start time. If Contractor attends the meeting, Contractor shall ensure its attendance until the meeting is adjourned.
- c. Written Translation.** Contractor shall provide written translation of documents upon written request by the City for the duration of this Agreement as follows:

 - i. Material Under Five (5) Pages.** If the material to be translated consists of less than five (5) pages in length, the City shall provide Contractor with the material to be translated no later than three (3) business days before the translation of the written material is to be due. To the extent Contractor estimates the translation of a document will take longer than three (3) business days, Contractor shall provide a written estimate of when the translation shall be completed. The City maintains the discretion to refuse to use Contractor's services should translation of a document be estimated to take longer than three (3) business days. Contractor's failure to provide a written translation within three (3) business days, or within the time period agreed upon by the Parties, shall constitute a material breach of this Agreement.
 - ii. Material Five (5) Pages and Longer.** If the material to be translated consists of five (5) pages or more in length, the City shall provide Contractor with the material to be translated no later than five (5) business days before the translation of the written material is to be due. To the extent Contractor estimates the translation of a document will take longer than five (5) business days, Contractor shall provide a written estimate of when the translation shall be completed. The City maintains the discretion to refuse to use Contractor's services should translation of a document be estimated to take longer than five (5) business days. Contractor's failure to provide a written translation within five (5) business

days, or within the time period agreed upon by the Parties, shall constitute a material breach of this Agreement.

- iii. **Receipt and Review of Translation.** Upon receipt of a translation from Contractor, the City shall review the translation, and notify Contractor within 20 days of receiving the translation whether any changes or corrections are requested. Contractor shall correct, at no cost to the City, any errors made by Contractor. The Parties will ensure whenever possible that translated documents and documents to be translated are provided to the other party in a Word document.

5. **Method of Performing Services.** Contractor will determine the method, detail, and means to perform the above-described interpretation and translation services.

6. **Employment of Assistants.** Contractor may, at Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. The City may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

7. **Compensation.** In consideration for the services performed by Contractor, the City agrees to pay Contractor a lump sum of \$5,400.00 ("Lump Sum Payment") due within fifteen (15) days of the execution of this Agreement. In addition, City shall pay Contractor additional payments for specified services as set forth below ("Additional Payments"):

- a. **City Council Meetings.** If Contractor attends twelve (12) regular City Council meetings, the City agrees to pay Contractor, in addition to the Lump Sum Payment, \$450.00 per subsequent meeting attended, starting with the thirteenth (13th) regular City Council meeting.
- b. **Special Meetings.** In addition to the Lump Sum Payment, the City shall pay Contractor \$450.00 per special meeting attended.
- c. **Written Translation.** The City shall pay Contractor for written translations based on the length of the document to be translated. The City shall pay Contractor \$50 per page of the document to be translated, regardless of the length of the translated document produced by Contractor. This amount shall be in addition to the Lump Sum Payment. If City requests modification of a written translation, other than to correct a mistake by Contractor, City shall pay \$20 per page.

To the extent Contractor fails to abide by the terms of Paragraph 4 of this Agreement, the City retains the discretion to deny compensation for the service provided in violation of Paragraph 4.

- d. **Invoices.** Contractor shall submit detailed invoices to the City for all services requiring Additional Payments.
- e. **Date for Payment.** The City will endeavor to make payments due to Contractor within fifteen (15) days of invoices being submitted from Contractor to the City, and approval and acceptance of the work by the City.
- f. **Expenses.** The City shall reimburse Contractor for the mileage incurred in traveling to any and all City Council Meetings or Special Meetings. The City will reimburse Contractor for mileage at the Internal Revenue Service's standard mileage rate in effect at the time of travel. In addition, the City will compensate the Contractor \$50.00 per hour for travel time. In order to obtain a mileage reimbursement and travel time compensation from the City, Contractor shall submit a written request to the City indicating the distance and hours traveled. Other than mileage costs and fees for travel time, Contractor shall be responsible for all costs and expenses incident to the performance of services for the City, including but not limited to, all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all of Contractor's costs of doing business. The City shall not be responsible for any expense incurred by Contractor in performing services for the City.

8. **Tools and Instrumentalities.** Contractor shall supply all tools and instrumentalities required to perform the services under this Agreement, with the exception of headsets, which shall be provided by the City. Contractor is not required to purchase or rent any tools, equipment, or services from the City. Except as provided herein, City shall not provide supplies, materials, or other support to Contractor in the performance of the services and tasks described herein.

9. **Confidentiality.** All knowledge and information expressly identified by the City in writing as confidential which Contractor acquires during the term of this Agreement shall be maintained in confidentiality by Contractor and, except as expressly authorized by the City in writing, shall not be divulged or published by Contractor and shall not be authorized by Contractor to be divulged or published by others. Confidential information as applied in this section shall not include information which is or becomes available to the general public, so long as that information did not become available to the general public as a result of Contractor's breach of this section.

10. **Work Product.** Any and all writings and documents prepared or provided by Contractor pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of this Agreement. Contractor shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

11. **Professional Skill.** Contractor hereby acknowledges and agrees that Contractor is skilled in the translation profession and shall perform in accordance with the standards of said

profession necessary to perform the Work. The City is relying upon the skill of Contractor to do and perform the Work in a skillful manner and Contractor agrees to thus perform the Work. As such, the City's acceptance of Contractor's work shall not in any event operate as a release of Contractor from said professional standards.

12. Indemnification. To the greatest extent allowed by law, Contractor shall indemnify and hold the City harmless against any and all liability imposed or claimed, including attorneys' fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to property. Contractor agrees to maintain a policy of liability insurance in an amount determined appropriate by the City to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the City as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of the Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by the City of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledged and agreed to the provisions of this Section and that it is a material element of consideration.

13. Professional Liability. Contractor shall provide proof of professional liability coverage satisfactory to the City prior to commencing work under this Agreement.

14. Workers' Compensation. For the duration of this Agreement, Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the City for any and all claims arising out of any injury, disability, or death of any Contractor's employees or agents.

15. Compliance. All services under this Agreement shall be completed in compliance with all applicable federal, state and local laws, statutes, judicial decisions, regulations, ordinances, rules, and governmental restrictions, relating to or affecting or governing any portion of Contractor's services. Additionally, Contractor represents, warrants, and agrees that it will perform its services accordance with applicable industry standards for similar projects.

16. Notices. Any notice provided for herein or otherwise required must be given by overnight courier, electronic mail, or by certified United States mail, postage prepaid, addressed, to the respective addresses of the Parties at the addresses as set forth below:

City of Mendota
Attn: City Clerk
643 Quince St.
Mendota, CA 93640
Email: ccabrera@cityofmendota.com

Lyons Interpreting and Translation

Attn: Patricia Lyons
10593 N. Sierra Vista Ave.
Fresno, CA 93730
Email: lyonsinterpreting@yahoo.com

Either Party by notice to the other Party may change the person and the place to which notices are to be sent. Notices are effective as follows: (i) in the case of personal delivery, upon receipt by the party to whom notice is being given; (ii) in the case of delivery by certified or registered mail, on the third business day after the notice is sent; (ii) in the case of delivery by overnight delivery service, on the business day following the day the delivery service accepts the notice; or (iii) in the case of electronic mail, confirmation that the message has been sent.

15. Assignment; Successors and Assigns. Contractor may not assign this Agreement without the prior written consent of City, which may be withheld in City's sole, subjective discretion. Subject to the foregoing, this Agreement is binding upon and inures to the benefit of the Parties' respective representatives, successors and assigns.

16. State and Federal Taxes. As Contractor is not the City's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

- a. The City will not withhold FICA (Social Security) from Contractor's payments;
- b. The City will not make state or federal unemployment insurance contributions on behalf of Contractor;
- c. The City will not withhold state or federal income tax from payment to Contractor;
- d. The City will not make disability insurance contributions on behalf of Contractor;
- e. The City will not obtain workers' compensation insurance on behalf of Contractor.

17. Records. It is understood and agreed that all data recorded on computer or computer records, files, reports, etc., in possession of Contractor relating to matters covered by this Agreement shall be the property of the City, and Contractor hereby agrees to deliver the same to the City upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the Parties hereto, and shall supersede and replace all prior negotiations, agreements, and proposed agreements, written or oral, concerning the subject matter hereof.

19. **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services of expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.

20. **No Representations.** Each Party hereto recognizes that, except as expressly specified herein, no other party, or agent or attorney of any other party has made any promise, representation, warranty, express or implied, concerning the subject matter hereof.

21. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California. Venue regarding disputes or claims shall be Fresno County, California.

22. **Construction.** Throughout this Agreement, the singular shall include the plural and the plural shall include the singular, all genders shall be deemed to include other genders, wherever the context so requires, and the terms "including," "include" or derivatives thereof, unless otherwise specified, shall be interpreted in as broad a sense as possible to mean "including, but not limited to," or "including, by way of example and not limitation."

23. **Attorneys' Fees.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, 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 that party may be entitled.

24. **Execution of this Agreement.** Each of the undersigned represents and warrants that it is authorized to execute this Agreement on behalf of the respective Parties to this Agreement and that this Agreement, when executed by those Parties, will become a valid and binding obligation enforceable in accordance with its terms.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the date hereinabove written.

CITY

By:  _____

Date: 2/14/2020

Name: Cristian Gonzalez

Its: City Manager

CONTRACTOR

By:  _____

Date: 10/27/2023

Name: Patricia Lyons

Its: Owner/Interpreter

EXHIBIT B

FIRST AMENDMENT TO TRANSLATION SERVICES AGREEMENT

This First Amendment to Translation Services Agreement (the “Amendment”) is made by and between the City of Mendota, a California municipal corporation (“City”), and Patricia Lyons, an individual, DBA Lyons Interpreting and Translation (“Contractor”; collectively with City, the “Parties”), as of January __, 2024.

RECITALS

WHEREAS, on February 14, 2023, the Parties entered into a Translation Services Agreement (the “Agreement”) for a period of one (1) year, which will expire on February 14, 2024; and

WHEREAS, the Parties are prepared to enter into this Amendment to extend the Term of the English-Spanish translation services to be rendered by Contractor to the City under the Agreement for an additional year.

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein, the Parties agree as follows:

1. **Terms.** Capitalized terms that are not otherwise defined herein shall be deemed to have the same meanings as are ascribed to those terms in the Agreement.

2. **Amendment.** The following provisions of the Agreement are hereby amended:

a. Section 1 of the Agreement is amended as follows:

Term. This Agreement shall terminate ~~one (1) year after the Effective Date~~ **on February 14, 2025 (the “Extended Term”)**, unless otherwise terminated as follows:

a. **Termination by the City.** Should Contractor default in performance of this Agreement or materially breach any of its provisions, the City, at the City’s option, may terminate this Agreement by giving written notification to Contractor.

b. **Termination for Convenience of the City.** The City may terminate this Agreement at any time by mailing a notice in writing to Contractor that the Agreement is terminated. This Agreement shall then be deemed terminated and no further work shall be performed by Contractor. If the Agreement is so terminated, Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

c. **Termination of Funding.** The parties acknowledge that the nature of government finance is unpredictable, and that the rights and

obligations set forth in this Agreement are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the City arising from this Agreement shall be immediately discharged. The City agrees to inform Contractor no later than thirty (30) calendar days after the City determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.

- b. Section 7 of the Agreement is amended as follows:

Compensation. In consideration for the services performed by Contractor, the City agrees to pay Contractor a lump sum of \$5,400.00 (“Lump Sum Payment”) due within fifteen (15) days of the execution of this Agreement. **As applicable, City agrees to pay Contractor an additional Lump Sum Payment due within fifteen (15) days of the execution of a renewal, extension, or amendment of this Agreement creating an Extended Term.** In addition, City shall pay Contractor additional payments for specified services as set forth below (“Additional Payments”):

- a. **City Council Meetings.** If Contractor attends twelve (12) regular City Council meetings, the City agrees to pay Contractor, in addition to the Lump Sum Payment, \$450.00 per subsequent meeting attended, starting with the thirteenth (13th) regular City Council meeting.
- b. **Special Meetings.** In addition to the Lump Sum Payment, the City shall pay Contractor \$250 per special meeting attended.
- c. **Written Translation.** The City shall pay Contractor for written translations based on the length of the document to be translated. The City shall pay Contractor \$50 per page of the document to be translated, regardless of the length of the translated document produced by Contractor. This amount shall be in addition to the Lump Sum Payment. If City requests modification of a written translation, other than to correct a mistake by Contractor, City shall pay \$20 per page.

To the extent Contractor fails to abide by the terms of Paragraph 4 of this Agreement, the City retains the discretion to deny compensation for the service provided in violation of Paragraph 4.

- d. **Invoices.** Contractor shall submit detailed invoices to the City for all services requiring Additional Payments.
- e. **Date for Payment.** The City will endeavor to make payments due to Contractor within fifteen (15) days of invoices being submitted

from Contractor to the City, and approval and acceptance of the work by the City.

f. Expenses. The City shall reimburse Contractor for the mileage incurred in traveling to any and all City Council Meetings or Special Meetings. The City will reimburse Contractor for mileage at the Internal Revenue Service’s standard mileage rate in effect at the time of travel. In addition, the City will compensate the Contractor \$50.00 per hour for travel time. In order to obtain a mileage reimbursement and travel time compensation from the City, Contractor shall submit a written request to the City indicating the distance and hours traveled. Other than mileage costs and fees for travel time, Contractor shall be responsible for all costs and expenses incident to the performance of services for the City, including but not limited to, all costs of equipment provided by the Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all of Contractor’s costs of doing business. The City shall not be responsible for any expense incurred by Contractor in performing services for the City.

3. Governing Law. This Amendment and the rights and obligations of the Parties shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of the separate counterparts shall constitute the same agreement.

5. All Other Provisions Remain Unchanged. Except as specifically set forth in this Amendment, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the date hereinabove written.

CITY

CONTRACTOR

By: _____

By: _____

Name: Cristian Gonzalez

Name: Patricia Lyons

Its: City Manager

Its: Owner/Interpreter

Date: _____

Date: _____

MEMORANDUM

To: The Honorable Victor Martinez, Mayor of Mendota
Honorable Mendota City Council Members
Cristian Gonzalez, City Manager

From: Townsend Public Affairs, Inc.
Christopher Townsend, President
Andres Ramirez, Deputy Director
Alex Gibbs, Grants Director
Ben Goldeen, Federal Advocacy Manager

Date: January 23, 2024

Subject: Townsend Public Affairs Activity Memo – City of Mendota

The purpose of this memo from Townsend Public Affairs, Inc. (TPA) is to provide the City of Mendota with a summary of the work that the firm has undertaken on behalf of and in conjunction with the City in 2023. Additionally, this memo will highlight work that is underway in 2024 and outline next steps that should be taken.

State and Federal Grant and Funding Work

- TPA maintains frequent verbal and written communication with the City's via our primary point of contact, City Manager Cristian Gonzalez.
- TPA continues to send monthly grant opportunity memos as well as legislative and budget focused memos to the City, as well as more frequent legislative, regulatory, and grant updates.
- TPA worked to set up and facilitate legislative advocacy trips in both Sacramento and Washington, DC. These trips consisted of meetings with:
 - State and Federal Legislators
 - Key Policy and Fiscal Committee Consultants in the Legislature
 - State and Federal Department Executives
 - State and Federal Agency Executives
 - Program Managers responsible for allocating grant funding
- TPA worked in conjunction with the City's State Legislative Delegation to help secure **\$8,000,000 for the Mendota Community Center Project.**
- TPA worked in conjunction with the City's Federal Legislative Delegation to help get **\$5,000,000 for Mendota Pavement Management** in the Federal Appropriations Bill. TPA

continues to urge Congress to agree on topline spending items in order to move the process forward and ultimately have the funding package signed into law.

- On behalf of the City of Mendota, TPA worked with City Staff to draft, edit, create detailed narrative organize, and submit the following grant applications:
- US Department of Justice: COPS Hiring Grant Program
 - Mendota COPS Hiring
 - \$250,000
 - Awarded
- California Department of Parks and Recreation: Habitat Conservation Fund
 - Mendota Pool Park Trail Project
 - \$350,000
 - Pending
- Department of Parks and Recreation: Land Water Conservation Fund
 - Mendota Triangle Park Project
 - \$829,015
 - Pending
- Department of Housing and Community Development: MORE Grant
 - Mobile Home Rehabs
 - \$7,000,000
 - Pending
- California Department of Food and Agriculture: Community Resilience Center Program
 - Mendota Community Center Project
 - \$7,956,000
 - Not Awarded
- Caltrans: Clean CA Local Grant Program
 - Mendota Pool Park and Pocket Park Project
 - \$3,459,000
 - Not Awarded

2024 Look Ahead

As we begin our State and Federal funding efforts in 2024, immediate focus will be on the release of appropriated State Funds from the 2023-24 State Budget General Fund, as well as finalizing a deal in Congress to approve a spending omnibus and begin the process of releasing federal funds.

In addition to this, TPA is begging to work with the City Manager and City Staff on developing additional priority projects that could be funded in 2024-25 either through the State Budget or Federal Appropriations process. TPA is also in the process of drafting suggested itineraries for both a Sacramento and Washington, DC advocacy trip in 2024 to advocate for priority city projects and programs.

TPA also continues to seek and apply for competitive grant programs to fund priority projects.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONTINUING THE TRANSLATION OF CITY COUNCIL MEETING AGENDAS
DATE: JANUARY 23, 2024

ISSUE

Should the City Council direct staff to continue translating City Council meeting agendas?

BACKGROUND

At its regular meeting on November 14, 2023, the City Council discussed the possibility of translating the City Council meeting agendas into Spanish for the public. During the discussion, staff shared that there is no requirement to translate agendas; however, if agenda is translated, that translated version should be published at the same time as the English version. Following the discussion, the City Council directed staff to: (1) inquire regarding how the Fresno County Board of Supervisors and the Mendota Unified School District (“MUSD”) Board of Trustees translate their agendas; (2) internally discuss how staff can efficiently address the issue; and (3) translate the agendas of City Council meetings (not the packet of materials attached thereto) until additional information was obtained regarding the issue and the City Council provided further direction.

Dymally-Alatorre Bilingual Services Act

The Dymally-Alatorre Bilingual Services Act (“Act”) was enacted to assist effective communications between the government and public who may be precluded from utilizing public services due to language barriers. (Gov. Code, § 7291.) Under the Act, every city “serving a substantial number of non-English-speaking people, shall employ a sufficient number of qualified bilingual persons **in public contact positions** or as interpreters to assist those in such positions, to ensure provision of information and services in the language of the non-English-speaking person.” (*Id.*, at § 7293, emphasis added.) In this context, a “public contact position” is “a position determined by the agency to be one which emphasizes the ability to meet, contact and deal with the public in the performance of the agency’s functions.” (*Id.*, at § 7297.)

However, it is important to note that cities are vested with the authority to determine what constitutes a “substantial number” of non-English speaking people and a sufficient number of bilingual persons for the purposes of the Act. (*Id.*, at § 7923.) Further, cities are only required to implement the Act to the extent funds are available. (*Id.*, at § 7299.) Moreover, the Act is directed at government employees, not elected officials, and it does not purport to regulate the conduct of public hearings. (See *id.*, at §§ 7291 [finding that “state and local agency *employees*

frequently are unable to communicate with persons requiring the services because of [the language barrier”], 7293 [titled “Local public agencies; bilingual *employees*].)

Once a city has determined a “substantial number” of non-English speaking people are served and that funding is available for bilingual services, “Any materials explaining services available to the public shall be translated into any non-English language spoken by a substantial number of the public served by the agency.” (*Id.*, at § 7295.) “Whenever notice of the availability of materials explaining services available is given, orally or in writing, it shall be given in English and in the non-English language into which any materials have been translated.” (*Ibid.*) However, again “[t]he determination of when these materials are necessary when dealing with local agencies shall be left to the discretion of the local agency.” (*Ibid.*)

Due Process

In general, due process requires reasonable notice and an opportunity to be heard before any government deprivation of life, liberty, or property. (U.S. Const. 14th Amend., § 1; Cal. Const., art. I, § 7.) “[T]he precise dictates of due process are flexible and vary according to context.” (*Today’s Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal.4th 197, 212, citing *Mathews v. Eldridge* (1976) 424 U.S. 319, 334.) “[D]ue process, unlike some legal rules, is not a technical conception with a fixed content unrelated to time, place, and circumstances.” (*Mathews, supra*, 424 U.S. at 334.) “[T]here is no precise manner in which a hearing must be afforded; rather the particular interests at issue must be considered in determining what kind of hearing is appropriate.” (*Saleeby v. State Bar* (1985) 39 Cal.3d 547, 565.)

While there is no set rule for determining what constitutes a “reasonable opportunity to be heard,” the U.S. Supreme Court has articulated a number of factors that should be considered:

First, the private interest that will be affected by the official action; second, the risk of an erroneous deprivation of such interest through the procedures used, and the probable value, if any, of additional or substitute procedural safeguards; and finally, the Government's interest, including the function involved and the fiscal and administrative burdens that the additional or substitute procedural requirement would entail.

(*Mathews, supra*, 424 U.S. at 335.)

The California Supreme Court has adopted the Mathews test with an additional factor. (*Today’s Fresh Start, Inc., supra*, 57 Cal.4th at 213.) Thus, under the California Constitution, due process also requires consideration of “the dignitary interest in informing individuals of the nature, grounds and consequences of the action and in enabling them to present their side of the story before a responsible governmental official.” (*Saleeby, supra*, 39 Cal.3d at 565, quoting *People v. Ramirez* (1979) 25 Cal.3d 260, 269.)

Equal Protection

In general, equal protection requires the government to treat similarly situated people alike, unless there is a rational basis for the difference in treatment. (*Genesis Environmental Services v. San Joaquin Valley Unified Air Pollution Control Dist.* (2003) 113 Cal.App.4th 597, 605.) Consequently, the equal protection clause is violated if a person is “treated differently from other similarly situated persons,” “the difference in treatment was intentional,” and “there [is] no rational basis for the difference in treatment.” (*Id.*)

ANALYSIS

Even if it is assumed that the Act applies to city councilmembers, and to public meetings, the City is not required to provide translation services unless Council (1) determines that it serves a “substantial number” of non-English speaking people, and (2) finds that sufficient funds are available to provide the services. (*Id.* at §§ 7293, 7299.) Accordingly, to the extent the Act applies, the dispositive question is whether sufficient funds are available to provide translation services in advance of City Council meetings and beyond the City’s current provision of real-time translation services at City Council meetings.

As a matter of due process, the City is probably not required to provide translation services at every City Council meeting. (See *Guerrero v. Carleson* (1973) 9 Cal.3d 808.) Although translation services may be required in limited circumstances, such as public hearings pertaining to the rights or duties of specific individuals, the City already provides personal translation to individuals who are the subject of, or wish to comment on, matters that directly affect them. The City currently offers direct translation services during all City Council meetings upon receipt of an advance request from a member of the public. Further, as outlined below, providing written translation services in advance of every City Council meeting would likely be a significant financial burden on the City.

Similarly, equal protection does not require written English-Spanish translation services in advance at every City Council meeting, since there would be a rational basis for the difference in treatment—namely, the cost of providing such services, as well as the availability of receiving assistance by other means. (See *id.*; *Jara v. Municipal Court* (1978) 21 Cal.3d 181, 184.)

Accordingly, the City likely has no constitutional obligation to provide English-Spanish translation services in advance of City Council meetings. Moreover, even if it is assumed that the Act applies in this context, the City’s obligation would be limited by the availability of funding to provide the service.

Notwithstanding the absence of a legal requirement to provide translation services, the City Council certainly has the authority to provide such services if it so desires. However, careful consideration should be given to how such services are provided and the cost to the City.

First, the translation should not be provided by a Councilmember or participating City staff, as they are actively engaged in the proceedings, and providing translation services would likely be a distraction from their official duties. It also creates a danger of mistranslation due to bias resulting from Councilmembers’ and staff’s involvement in the proceedings.

Second, City Council would need to determine which meetings should receive written translation services (e.g., City Council meetings, Planning Commission meetings, Recreation Committee meetings, etc.). The more meetings at which translation services are provided, the greater the financial burden on the City.

Translations in Practice

Since the November 14, 2023, regular City Council meeting, staff has translated two (2) City Council meeting agendas. This process required approximately one (1) hour for each meeting to translate and review the Spanish version.

Staff reached out to the Fresno County Clerk of the Board's Office and MUSD to request information regarding how the agencies translate their agendas. They shared the following information:

- Fresno County Clerk of the Board: Staff does not translate the agendas. The agency uses an agenda management software that is used to compose and post the agendas on their website. The software is integrated with Google translate and the public has the option to use Google translate to translate the agenda (and any other materials) on their website into their preferred language on their electronic devices.
- MUSD: Staff translates the agendas in-house. MUSD only translates the agendas (not the packet/supporting materials). The Spanish agenda is only provided at the Board of Trustees meetings and is not published in advance.

Moreover, should the City Council elect to translate the entire agenda packet (all agenda supporting materials), it would require the City to coordinate with a licensed translator due to the time and expertise that is needed to translate packet documents which usually include contracts, notices, and other official documents. In 2023, the average City Council meeting agenda packet was approximately 102 pages long. City staff does not have the capacity or expertise to translate the documents in agenda packets, and based on the average length of 2023 agenda packets, it could cost the City approximately \$5,100¹ per agenda packet translated by a licensed translator. Additionally, due to the amount of time needed to translate the agenda packet, the agenda preparation schedule would be negatively impacted as agenda items would need to be turned in by staff for translation further in advance than is currently possible. This could result in the delay of approvals and authorizations for various agreements, projects, and other official actions requiring approval from the City Council.

FISCAL IMPACT

Unknown at this time and is dependent on the direction that is provided by the City Council.

RECOMMENDATION

¹ This amount is based on the written translation costs outlined in the Translation Services Agreement with Patricia Lyons. The cost for written translation is \$50.00 per page translated.

Staff recommends that the City Council discuss and consider the continued translation of City Council meeting agendas and provide direction to staff on how to proceed.

AGENDA ITEM – STAFF REPORT

TO: HONORABLE MAYOR AND COUNCILMEMBERS
FROM: CELESTE CABRERA-GARCIA, CITY CLERK
VIA: CRISTIAN GONZALEZ, CITY MANAGER
SUBJECT: CONSIDERATION OF THE CITY COUNCIL’S ATTENDANCE AT VARIOUS EXTERNAL EVENTS
DATE: JANUARY 23, 2024

ISSUE

City Council to discuss and consider City Council Member attendance at various events.

BACKGROUND

Given the role and capacity of City Council Members, it has been encouraged that the Council Members attend various external events and trainings in order to represent the community and gain additional knowledge and expertise as it pertains to their positions.

ANALYSIS

There are a variety of major external events and conferences held throughout the year by different agencies. Additionally, if desired by the City Council, the City may also coordinate trips to state and federal agencies to meet with state and federal representatives.

Traditionally, the City Council has allocated funding in its budget to allow each Council Member to attend at least one event in a given fiscal year. If additional funding is available or if a Council Member is unable to attend a trip, it may allow other Council Members to attend more than one event. Moreover, it is important to note that in order to comply with the requirements of the Brown Act, only two members of the City Council should attend certain events (such as state and federal advocacy trips), depending on the nature of the Council’s participation. The attached document outlines a few of the events that the City Council may participate in.

FISCAL IMPACT

To be determined.

RECOMMENDATION

Staff recommends that the City Council discuss and consider which events the City Council would like to participate in and determine which Council Members will participate in each event.

Attachment:

1. Overview of proposed 2024 events

Overview of Proposed 2024 Events

Event	Description	Host Agency	Location	Date(s)	Estimated Cost
City Leaders Summit	City representatives will meet with legislators to advocate for cities' top priorities and participate in peer-to-peer discussions and in-depth sessions covering topics ranging from leadership to emerging issues facing cities.	CalCities	SAFE Credit Union Convention Center (Sacramento, CA)	April 17-19, 2024	Unknown at this time.
State Advocacy Trip	City representatives will meet with state agency representatives and elected officials regarding City priorities.	City led	California State Capitol (Sacramento, CA)	TBD	\$500.00 +/- per person
Federal Advocacy Trip	City representatives will meet with federal agency representatives and elected officials regarding City priorities.	City led	United States Capitol (Washington D.C.)	TBD	\$3,300.00 +/- per person
ICSC Las Vegas	City representatives will gather with dealmakers and industry experts, who are driving innovation and evolution in the Marketplaces Industry.	ICSC	Las Vegas Convention Center (Las Vegas, NV)	May 19-21, 2024	\$2,500.00 +/- per person
Annual Conference	City representatives will participate in educational and innovation leadership sessions, workshops, and networking events with leaders from all sections of city government.	CalCities	Long Beach Convention Center (Long Beach, CA)	October 16-18, 2024	\$1,700.00 +/- per person

**Animal Control
Monthly Log**

December 2023

LOCATION	DATE	TYPE	BREED/DESCRIPTION	SEX	OWNER	IMPOUND Y/N	OFFICER	DOG DISPOSITION & DATE	CASE DISPOSITION	OFFENSE	FINE
643 JUANITA	12/2/2023	LOST/FOUND ANIMAL	BRWN CHIHUAHUA	F	UNK	YES	ALCAZAR	TRANSFER TO DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
TOSTE VET	12/4/2023	MISC. INVESTIGATION	DOG RUN	N/A	N/A	N/A	PENA /SANDOVAL	13 DOGS SLEEP	COMPLETE	N/A	\$0.00
7TH/ QUINCE	12/4/2023	PUBLIC HAZARD	1144 DOG	N/A	N/A	NO	PENA /SANDOVAL	DISPOSED	COMPLETE	N/A	\$0.00
775 1ST	12/5/2023	ANIMAL COMPLAINT	GERMAN SHEP "DUKE"	M		YES	PENA	RETURNED TO OWNER	COMPLETE	2ND	\$100.00
796 OLLER	12/5/2023	ANIMAL COMPLAINT	1144 CAT	N/A	N/A	N/A	PENA / SANDOVAL	DISPOSED	COMPLETE	N/A	\$0.00
MENDOTA ELEMENTARY	12/6/2023	ANIMAL COMPLAINT	BLK/ WHITE DOG	N/A	N/A	NO	PENA	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
MENDOTA VALLEY FOOD	12/6/2023	ANIMAL COMPLAINT	1144 CAT BEHIND BUILDING	N/A	N/A	NO	PENA	DISPOSED	COMPLETE	N/A	\$0.00
843 KATE	12/6/2023	ANIMAL COMPLAINT	SMALL STRAY CAT	N/A	N/A	YES	PENA / SANDOVAL	TRANSFER TO DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
GONZALEZ/ SEGOVIA	12/7/2023	ANIMAL COMPLAINT	BRWN DOG LOOSE	N/A	N/A	N/A	PENA	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
328 GOMEZ	12/7/2023	LOST/FOUND ANIMAL	RETURNING 2 DOGS	N/A		N/A	PENA / SANDOVAL	N/A	COMPLETE	N/A	\$0.00
785 1ST	12/7/2023	ANIMAL COMPLAINT	PITBULL ATTACKED A CAT	N/A		YES	PENA / SANDOVAL	10-DAY QUARANTINE	NECESSARY ACTION TAKEN	1ST	\$100.00
6TH/ PUCHEU	12/8/2023	ANIMAL COMPLAINT	2 LARGE DOGS	F	N/A	YES	NAVARRO	TRANSFER TO DOG POUND	COMPLETE	N/A	\$0.00
WASHINGTON ELEMENTARY	12/8/2023	ANIMAL COMPLAINT	LOOSE DOGS	N/A	N/A	NO	NAVARRO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
9TH/ PUCHEU	12/8/2023	ANIMAL COMPLAINT	1144 DOG	N/A	N/A	NO	NAVARRO / ALCAZAR	DISPOSED	COMPLETE	N/A	\$0.00
OLLER/ MCCABE	12/9/2023	PUBLIC HAZARD	1144 DOG	N/A	N/A	N/A	ALCAZAR	DISPOSED	COMPLETE	N/A	\$0.00
615 DE LA CRUZ	12/9/233	ANIMAL COMPLAINT	2 LRG DOGS/ 9 PUPS	N/A	N/A	YES	ALCAZAR	TRANSFER TO DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
SEGOVIA/ GONZALEZ	12/9/2023	ANIMAL COMPLAINT	2 MEDIUM DOGS	N/A	N/A	N/A	ALCAZAR	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
611 DE LA CRUZ	12/10/2023	PUBLIC HAZARD	DOG BITE	M		YES	ALCAZAR	10 -DAY QUARANTINE/ DOGS SURRENDERED	REPORT TO FOLLOW	N/A	\$0.00
LOLITA/ DIVISADERO	12/11/2023	ANIMAL COMPLAINT	GERMAN SHEPARD AT LRG	M		NO	ALCAZAR	CONTAINED BY OWNER	WARNING	1ST	\$0.00
9TH/ NAPLES	12/11/2023	PUBLIC HAZARD	1144 DOG	N/A	N/A	N/A	ALCAZAR	DISPOSED	COMPLETE	N/A	\$0.00
MENDOTA HIGH SCHOOL	12/12/2023	ANIMAL COMPLAINT	DOG BITE	N/A	N/A	NO	SANDOVAL	GONE ON ARRIVAL	REPORT TO FOLLOW	N/A	\$0.00
MENDOTA ELEMENTARY	12/12/2023	ANIMAL COMPLAINT	LARGE BLACK DOG	N/A	N/A	NO	SANDOVAL	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
DOLLAR GENERAL	12/12/2023	ANIMAL COMPLAINT	1144 DOG	N/A	N/A	NO	SANDOVAL	DISPOSED	COMPLETE	N/A	\$0.00
MENDOTA HIGH SCHOOL	12/13/2023	ANIMAL COMPLAINT	2 LOOSE DOGS	N/A	N/A	NO	PENA/ SANDOVAL	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
MENDOTA ELEMENTARY	12/13/2023	ANIMAL COMPLAINT	BLACK GERMAN SHEP	M	N/A	YES	PENA	TRANSFER TO DOG POUND	COMPLETE	N/A	\$0.00
431 LOLITA	12/14/2023	PUBLIC HAZARD	2 BRWN DOGS	N/A	N/A	N/A	PENA/ SANDOVAL	N/A	NECESSARY ACTION TAKEN	N/A	\$0.00
218 OLLER	12/14/2023	ANIMAL COMPLAINT	POODLE MIX	N/A		NO	PENA/ SANDOVAL	CONTAINED BY OWNER	WARNING	1ST	\$0.00
407 MARIE	12/14/2023	ANIMAL COMPLAINT	TAN SMALL DOG	N/A	N/A	NO	PENA	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
791 OLLER	12/14/2023	PUBLIC HAZARD	DOG CAUSING DISTURBANCE	N/A	N/A	NO	PENA/ SANDOVAL	CONTAINED BY OWNER	NECESSARY ACTION TAKEN	N/A	\$0.00
70 SEGOVIA	12/14/2023	ANIMAL COMPLAINT	SICK DOG	N/A	N/A	YES	SANDOVAL	TRANSFER TO DOG POUND	COMPLETE	N/A	\$0.00
7TH/ QUINCE	12/15/2023	PUBLIC HAZARD	DOG RUNNING AT LARGE	N/A	N/A	NO	NAVARRO	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
9TH/ MARIE	12/17/2023	ANIMAL COMPLAINT	1144 DOG	N/A	N/A	NO	ALCAZAR	DISPOSED	COMPLETE	N/A	\$0.00
MENDOTA PD	12/18/2023	ANIMAL COMPLAINT	INJURED CAT	N/A	N/A	YES	NAVARRO/ ALCAZAR	RESCUED BY VOLUNTEER	NECESSARY ACTION TAKEN	N/A	\$0.00
800 BLOCK LOLITA	12/18/2023	ANIMAL COMPLAINT	2 HUSKIES AT LRG	N/A	N/A	NO	ALCAZAR	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
2ND/ BASS	12/18/2023	PUBLIC HAZARD	1144 PUPPY	N/A	N/A	NO	ALCAZAR	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
230 MCCABE	12/19/2023	ANIMAL COMPLAINT	1144 CAT	N/A	N/A	NO	SANDOVAL	DISPOSED	NECESSARY ACTION TAKEN	N/A	\$0.00
SORENSEN/ MCCABE	12/19/2023	ANIMAL COMPLAINT	6 LRG DOGS LOOSE	N/A	N/A	NO	SANDOVAL	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
MENDOTA PD	12/19/2023	LOST/FOUND ANIMAL	2 LARGE HUSKIES/ OSO & PICKLES	N/A		N/A	SANDOVAL	DOGS ARE LOST	NECESSARY ACTION TAKEN	N/A	\$0.00
996 PUCHEU	12/20/2023	LOST/FOUND ANIMAL	WHIT SHITZU	N/A		NO	SANDOVAL	DOG WAS FOUND	NECESSARY ACTION TAKEN	N/A	\$0.00
327 GOMEZ	12/20/2023	ANIMAL COMPLAINT	MED SIZE TERRIER	N/A	N/A	NO	SANDOVAL	TRANSFER TO DOG POUND	NECESSARY ACTION TAKEN	N/A	\$0.00
345 SILVA	12/22/2023	ANIMAL COMPLAINT	INJURED DOG	N/A	N/A	NO	ALCAZAR	GONE ON ARRIVAL	GONE ON ARRIVAL	N/A	\$0.00
607 JUANITA	12/27/2023	ANIMAL COMPLAINT	WANTING TO SURRENDER DOG	N/A		NO	SANDOVAL	OWNER KEPT DOG	NECESSARY ACTION TAKEN	N/A	\$0.00
MENDOTA PD	12/28/2023	LOST/FOUND ANIMAL	BLACK PITBULL	N/A	N/A	NO	SANDOVAL	DOG IS LOST	NECESSARY ACTION TAKEN	N/A	\$0.00
L ST/ 2ND	12/29/2023	PUBLIC HAZARD	GRAY PITBULL	N/A	N/A	N/A	ALCAZAR/ NAVARRO	GONE ON ARRIVAL	COMPLETE	N/A	\$0.00
9TH/ LOLITA	12/29/2023	PUBLIC HAZARD	8 STRAY DOGS	N/A	N/A	N/A	ALCAZAR/ NAVARRO	UNABLE TO LOCATE	UNABLE TO LOCATE	N/A	\$0.00
255 1ST	12/30/2023	ANIMAL COMPLAINT	SMALL DOG DEFEACATING ON PROP	M		NO	ALCAZAR/ NAVARRO	CONTAINED BY OWNER	CITED	1ST	\$50.00
						TOTAL IMPOUND: 31				TOTAL:	\$250.00
						RESCUED: 2					
						AT DOG POUND: 7					
						RETURNED TO OWNER: 1					
						SLEEP: 21					

**Code Enforcement
Monthly Log**

December 2023

ADDRESS	TYPE OF CASE	1ST NOTICE	DEADLINE	OFFICER	STATUS	FINE AMOUNT
MENDOTA PD	LOBBY TRAFFIC	12/1/2023	N/A	NAVARRO	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	12/1/2023	N/A	ALCAZAR	COMPLETE	\$0.00
901 AIRPORT	HOMELESS ENCAMPMENT	12/1/2023	N/A	NAVARRO /ALCAZAR	COMPLETE	\$0.00
CITY HALL	COMMUNITY CONTACT	12/1/2023	N/A	NAVARRO	COMPLETE	\$0.00
655 LOLITA	VEHICLE CHECK	12/2/2023	N/A	ALCAZAR	WARNING	\$0.00
485 MARIE	VEHICLE CHECK	12/2/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
L ST/ 4TH ST	CITIZEN ASSIST	12/2/2023	N/A	ALCAZAR	COMPLETE	\$0.00
J ST/ 4TH ST	VEHICLE CHECK	12/2/2023	N/A	ALCAZAR	CITED	\$50.00
300 RIOS	VEHICLE CHECK	12/2/2023	N/A	ALCAZAR	CITED	\$275.00
1267 OLLER	COMMUNITY CONTACT	12/2/2023	N/A	ALCAZAR	COMPLETE	\$0.00
8TH/ UNIDA	VEHICLE CHECK	12/2/2023	N/A	ALCAZAR	CITED	\$50.00
1000 2ND ST	VEHICLE CHECK	12/2/2023	N/A	ALCAZAR	CITED	\$50.00
218 OLLER	COMMUNITY CONTACT	12/3/2023	N/A	NAVARRO	COMPLETE	\$0.00
300 RIOS	VEHICLE CHECK	12/3/2023	N/A	ALCAZAR	CITED	\$275.00
601 LOZANO	VEHICLE CHECK	12/3/2023	N/A	NAVARRO	WARNING	\$0.00
LOZANO/ BLANCO	MUNICODE VIOLATION/ BLOWING DEBRIS ON STREET	12/3/2023	N/A	NAVARRO	WARNING	\$0.00
INEZ/ DIVISADERO	VEHICLE CHECK	12/3/2023	N/A	ALCAZAR	CITED	\$0.00
266 L ST	VEHICLE CHECK	12/3/2023	N/A	ALCAZAR /NAVARRO	CITED / TOWED	\$0.00
218 OLLER	COMMUNITY CONTACT	12/4/2023	N/A	ALCAZAR /NAVARRO	COMPLETE	\$0.00
MENDOTA PD	ADMINISTRATIVE MEETING	12/4/2023	N/A	PENA /ALCAZAR/NAVARRO	COMPLETE	\$0.00
837 OLLER	COMMUNITY CONTACT	12/4/2023	N/A	NAVARRO	COMPLETE	\$0.00
564 BOU CIR	VEHICLE NUISANCE	12/4/2023	N/A	ALCAZAR /NAVARRO	WARNING	\$0.00
901 AIRPORT	HOMELESS ENCAMPMENT	12/4/2023	N/A	NAVARRO	CHECKS OKAY	\$0.00
6TH/ OLLER	LOST/FOUND PROPERTY	12/4/2023	N/A	NAVARRO	REPORT TO FOLLOW	\$0.00
MENDOTA PD	CITIZEN ASSIST	12/4/2023	N/A	NAVARRO	COMPLETE	\$0.00
901 AIRPORT	HOMELESS ENCAMPMENT	12/4/2023	N/A	NAVARRO /ALCAZAR/ PENA/ SANDOVAL	COMPLETE	\$0.00
673 OLLER	MUNICODE VIOLATION/ NO BUILDING PERMIT	12/5/2023	N/A	SANDOVAL	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	12/5/2023	N/A	SANDOVAL	COMPLETE	\$0.00
FAMILY DOLLAR	MUNICODE VIOLATION/ SIDEWALK VENDOR	12/6/2023	N/A	PENA / SANDOVAL	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	12/7/2023	N/A	PENA	COMPLETE	\$0.00
FOOD CENTER	COMMUNITY CONTACT	12/7/2023	N/A	SANDOVAL	COMPLETE	\$0.00
SONORA MARKET	MUNICODE VIOLATION/ DRINKING IN PUBLIC	12/8/2023	N/A	ALCAZAR/ NAVARRO	CITED	\$50.00
300 RIOS	VEHICLE CHECK	12/9/2023	N/A	ALCAZAR	WARNING	\$0.00
1100 2ND ST	VEHICLE CHECK	12/9/2023	N/A	ALCAZAR	CITED /72HR TAG	\$0.00
SONORA MARKET	CITIZEN ASSIST	12/9/2002	N/A	ALCAZAR	COMPLETE	\$0.00
8TH/ PUCHEU	VEHICLE CHECK	12/9/2023	12/12/2023	ALCAZAR	72 HR TAG	\$0.00
624 QUINCE	MUNICODE VIOLATION/ DRINKING IN PUBLIC	12/9/2023	N/A	ALCAZAR	CITED	\$50.00
11TH ST/ QUINCE	VEHICLE CHECK	12/10/2023	N/A	ALCAZAR	WARNING	\$0.00
TONY'S LAUNDROMAT	MUNICODE VIOLATION/ OPEN CONTAINER	12/10/2023	N/A	ALCAZAR	WARNING	\$0.00
1000 2ND ST	VEHICLE CHECK	12/10/2023	N/A	ALCAZAR	CITED	\$50.00
617 DE LA CRUZ	FOLLOW UP	12/10/2023	N/A	ALCAZAR	COMPLETE	\$0.00
7TH ST/ TULE	NOISE NUISANCE	12/10/2023	N/A	ALCAZAR	WARNING	\$0.00
617 DE LA CRUZ	FOLLOW UP	12/10/2023	N/A	ALCAZAR	COMPLETE	\$0.00
300 RIOS	VEHICLE CHECK	12/10/2023	N/A	ALCAZAR	WARNING	\$0.00
BANDONI/PETRY	VEHICLE CHECK	12/11/2023	12/14/2023	ALCAZAR	CITED /72HR TAG	\$50.00
PETRY/ BANDONI	VEHICLE CHECK	12/11/2023	12/14/2023	ALCAZAR	CITED /72HR TAG	\$50.00

**Code Enforcement
Monthly Log**

December 2023

372 PUCHEU	VEHICLE CHECK	12/11/2023	12/14/2023	ALCAZAR	CITED /72HR TAG	\$50.00
936 OLLER	MUNICODE VIOLATION/ TRASH ON SIDEWALK	12/11/2023	N/A	PENA	WARNING	\$0.00
617 DE LA CRUZ	FOLLOW UP	12/11/2023	N/A	ALCAZAR	COMPLETE	\$0.00
11TH/ OLLER	VEHICLE CHECK	12/11/2023	N/A	PENA	72 HR TAG	\$0.00
467 OLLER	MUNICODE VIOLATION/ OPEN CONTAINER	12/11/2023	N/A	ALCAZAR/PENA	CITED	\$50.00
272 TUFT	VEHICLE CHECK	12/11/2023	N/A	PENA	CITED	\$50.00
8TH/ RIO FRIO	VEHICLE CHECK	12/11/2023	12/14/2023	ALCAZAR	CITED/72HR TAG	\$50.00
PEREZ/ BARBOZA	VEHICLE CHECK	12/11/2023	12/14/2023	PENA	72HR TAG	\$0.00
CITY HALL	COMMUNITY CONTACT	12/11/2023	N/A	PENA	COMPLETE	\$0.00
617 GARCIA	VEHICLE CHECK	12/11/2023	N/A	PENA/ ALCAZAR	TOWED/ CITED	\$50.00
AMOR WELLNESS	COMMUNITY CONTACT	12/11/2023	N/A	SANDOVAL	CHECKS OKAY	\$0.00
MENDOTA PD	CITIZEN ASSIST	12/11/2023	N/A	SANDOVAL	COMPLETE	\$0.00
455 MARIE ST	VEHICLE CHECK	12/11/2023	N/A	ALCAZAR	72HR TAG	\$0.00
240 BLACK	VEHICLE CHECK	12/11/2023	N/A	SANDOVAL	CITED/72HR TAG	\$50.00
76 GAS STATION	CITIZEN ASSIST	12/11/2023	12/14/2023	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
511 OLLER	MUNICODE VIOLATION/ SIDEWALK VENDOR	12/11/2023	N/A	PENA/ SANDOVAL	WARNING	\$0.00
931 DERRICK	MUNICODE VIOLATION/ SIDEWALK VENDOR	12/11/2023	N/A	PENA/ SANDOVAL	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	12/12/2023	N/A	SANDOVAL	COMPLETE	\$0.00
785 I	FOLLOW UP	12/12/2023	N/A	SANDOVAL	COMPLETE	\$0.00
PEREZ/ BARBOZA	MUNICODE VIOLATION/ PUSHCART VENDOR	12/12/2023	N/A	SANDOVAL	WARNING	\$0.00
372 PUCHEU	MUNICODE VIOLATION/ TRASH BINS OUT 24HRS/MORE	12/13/2023	N/A	PENA	WARNING	\$0.00
361 PUCHEU	MUNICODE VIOLATION/ ILLEGAL MECHANICS	12/13/2023	N/A	SANDOVAL	WARNING	\$0.00
319 L ST	FOLLOW UP	12/14/2023	N/A	PENA	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	12/14/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	MEETING	12/14/2023	N/A	PENA/ SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	LOBBY TRAFFIC	12/15/2023	N/A	NAVARRO	COMPLETE	\$0.00
SMOOT/ SORENSON	MUNICODE VIOLATION/ ILLEGAL MECHANICS	12/15/2023	N/A	NAVARRO	WARNING	\$0.00
MENDOTA PD	CITIZEN ASSIST	12/15/2023	N/A	ALCAZAR	COMPLETE	\$0.00
7TH/ RIO FRIO	MUNICODE VIOLATION/ SIDEWALK VENDOR	12/15/2023	N/A	NAVARRO/ ALCAZAR	WARNING	\$0.00
DIVISADERO/ I ST	VEHICLE CHECK	12/17/2023	N/A	ALCAZAR	CITED	\$50.00
228 K ST	CITIZEN ASSIST	12/17/2023	N/A	ALCAZAR	COMPLETE	\$0.00
200 DERRICK	MUNICODE VIOLATION/ OPEN CONTAINER	12/17/2023	N/A	ALCAZAR/ NAVARRO	CITED	\$50.00
901 MARIE	MUNICODE VIOLATION/ SCAVENGING	12/17/2023	N/A	ALCAZAR	WARNING	\$0.00
9TH/ MARIE	MUNICODE VIOLATION/ SCAVENGING	12/17/2023	N/A	NAVARRO	CITED	\$100.00
230 MCCABE	COMMUNITY CONTACT	12/18/2023	N/A	NAVARRO	COMPLETE	\$0.00
467 OLLER	MUNICODE VIOLATION/ OPEN CONTAINER	12/18/2023	N/A	ALCAZAR	WARNING	\$0.00
CITY HALL	COMMUNITY CONTACT	12/18/2023	N/A	ALCAZAR	COMPLETE	\$0.00
812 KATE	VEHICLE CHECK	12/18/2023	N/A	ALCAZAR	CITED	\$50.00
325 PUCHEU	MUNICODE VIOLATION/ INOP VEH/ JUNK/ UTILITY TRAILERS	12/18/2023	N/A	SANDOVAL /NAVARRO	CITED	\$300.00
MENDOTA PD	CITIZEN ASSIST	12/18/2023	N/A	ALCAZAR	COMPLETE	\$0.00
MENDOTA PD	LOST/FOUND PROPERTY	12/18/2023	N/A	ALCAZAR	REPORT TO FOLLOW	\$0.00
CITY HALL	COMMUNITY CONTACT	12/21/2023	N/A	SANDOVAL	COMPLETE	\$0.00
2ND/ OLLER	COMMUNITY CONTACT	12/22/2023	N/A	NAVARRO	COMPLETE	\$0.00
SORENSON HARDWARE	COMMUNITY CONTACT	12/22/2023	N/A	NAVARRO	COMPLETE	\$0.00
281 MALDONADO	MUNICODE VIOLATION/ INHABITED TRAILER	12/22/233	N/A	NAVARRO / ALCAZAR	CITED	\$300.00
230 MCCABE	COMMUNITY CONTACT	12/22/2023	N/A	NAVARRO	COMPLETE	\$0.00
653 4TH ST	VEHICLE CHECK	12/23/2023	N/A	ALCAZAR	CITED/72HR TAG	\$50.00
605 J ST	VEHICLE CHECK	12/23/2023	N/A	ALCAZAR	CITED	\$50.00

**Code Enforcement
Monthly Log**

December 2023

624 QUINCE	MUNICODE VIOLATION/ OPEN CONTAINER	12/23/2023	N/A	ALCAZAR	CITED	\$50.00
867 RIO FRIO	VEHICLE CHECK	12/23/2023	N/A	ALCAZAR	CITED	\$50.00
420 BELMONT	MUNICODE VIOLATION/ TAMPERING WITH METER	12/23/2023	N/A	ALCAZAR	WARNING	\$0.00
DIVISADERO/ I ST	VEHICLE CHECK	12/24/2023	N/A	ALCAZAR	CITED	\$50.00
800 GARCIA	VEHICLE CHECK	12/24/2023	N/A	ALCAZAR	CITED	\$275.00
300 RIOS	VEHICLE CHECK	12/24/2023	N/A	ALCAZAR	CITED	\$275.00
MCCABE ELEMENTARY	CITIZEN ASSIST	12/24/2023	N/A	ALCAZAR	NECESSARY ACTION TAKEN	\$0.00
MENDOTA PD	MOTOR ASSIST	12/24/2023	N/A	ALCAZAR	COMPLETE	\$0.00
918 OLLER	COMMUNITY CONTACT	12/28/2023	N/A	SANDOVAL	COMPLETE	\$0.00
MENDOTA PD	FOLLOW UP	12/28/233	N/A	SANDOVAL	COMPLETE	\$0.00
230 MCCABE	COMMUNITY CONTACT	12/29/2023	N/A	ALCAZAR	COMPLETE	\$0.00
607 MARIE	MUNICODE VIOLATION/ INHABITED TRAILER	12/29/2023	N/A	NAVARRO/ ALCAZAR	WARNING	\$0.00
655 LOLITA	MUNICODE VIOLATION/ TRASH BINS OUT 24HRS/MORE	12/29/2023	N/A	ALCAZAR/ NAVARRO	WARNING	\$0.00
560 DIVISADERO	MUNICODE VIOLATION/ SUBSTANDARD HOUSING	12/29/2023	N/A	NAVARRO/ ALCAZAR	WARNING	\$0.00
230 MCCABE	CHECK WELFARE/VOLUNTEER'S DAD	12/29/2023	N/A	NAVARRO	CHECKS OKAY	\$0.00
TONY'S LAUNDROMAT	MUNICODE VIOLATION/ OPEN CONTAINER	12/29/2023	N/A	ALCAZAR	WARNING	\$0.00
667 JUANITA	CITIZEN ASSIST	12/30/2023	N/A	ALCAZAR	COMPLETE	\$0.00
6TH/ LOLITA	MUNICODE VIOLATION/ SCAVENGING	12/30/2023	N/A	ALCAZAR	WARNING	\$0.00
BLANCO/ LOZANO	MUNICODE VIOLATION/ VENDOR	12/30/2023	N/A	ALCAZAR	WARNING	\$0.00
SORENSEN/ BLACK	MUNICODE VIOLATION/ VENDOR	12/30/2023	N/A	ALCAZAR	WARNING	\$0.00
300 RIOS	VEHICLE CHECK	12/31/2023	N/A	ALCAZAR	CITED	\$275.00
800 GARCIA	VEHICLE CHECK	12/31/2023	N/A	ALCAZAR	CITED	\$275.00
800 GARCIA	MUNICODE VIOLATION/ SCAVENGING	12/31/2023	N/A	ALCAZAR	WARNING	\$0.00
747 DERRICK	MUNICODE VIOLATION/ OPEN CONTAINER	12/31/2023	N/A	ALCAZAR	WARNING	\$0.00
560 DIVISADERO	FIREWORKS	12/31/2023	N/A	ALCAZAR	UNABLE TO LOCATE	\$0.00
624 QUINCE	SUBJECT CHECK	12/31/2023	N/A	ALCAZAR	CHECKS OKAY	\$0.00
TOTAL:						\$3,450.00



MENDOTA POLICE DEPARTMENT

DECEMBER 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230003389.1		12/1/2023	Fri	NO	GRAND THEFT AUTO	VC 10851
230003390.1		12/1/2023	Fri	NO	INCIDENT REPORT	
230003391.1		12/1/2023	Fri	NO	INCIDENT REPORT	
230003392.1		12/1/2023	Fri	YES	BUGRLARY TOOLS	PC 466
230003393.1		12/1/2023	Fri	NO	HIT & RUN	VC 20002
230003394.1		12/1/2023	Fri	NO	VEHICLE BURGLARY	PC 459
230003401.1		12/1/2023	Fri	NO	HIT & RUN	VC 20002
230003403.1		12/2/2023	Sat	YES	DUI ARREST	VC 23152
230003404.1		12/2/2023	Sat	NO	REPOSSESSION	
230003407.1		12/2/2023	Sat	YES	WARRANT ARREST	PC 978.5
230003411.1		12/2/2023	Sat	YES	SUSPENDED LICENSE	VC 12500
230003412.1		12/2/2023	Sat	YES	DUI ARREST	VC 23152
230003413.1		12/2/2023	Sat	YES	DUI ARREST	VC 23152
230003416.1		12/3/2023	Sun	NO	VEHICLE STORAGE	VC 22651
230003417.1		12/3/2023	Sun	NO	FIELD INTERVIEW	
230003420.1		12/3/2023	Sun	YES	WARRANT ARREST	PC 978.5
230003422.1		12/3/2023	Sun	NO	FIELD INTERVIEW	
230003428.1		12/4/2023	Mon	NO	LOST PROPERTY	
230003438.1		12/5/2023	Tue	NO	MENTALLY UNSTABLE	WI 5150
230003439.1		12/5/2023	Tue	NO	IDENTITY THEFT	PC 530.5
230003440.1		12/5/2023	Tue	NO	INCIDENT REPORT	
230003441.1		12/5/2023	Tue	NO	MENTALLY UNSTABLE	WI 5150
230003444.1		12/5/2023	Tue	YES	NARCOTICS VIOLATION	HS 11377, HS 11350
230003445.1		12/5/2023	Tue	YES	PUBLIC HAZARD	
230003448.1		12/6/2023	Wed	NO	INJURED PERSON	
230003449.1		12/6/2023	Wed	YES	DUI ARREST	VC 23152
230003453.1		12/7/2023	Thu	NO	RESIDENTIAL BURGLARY	PC 459
230003454.1		12/7/2023	Thu	NO	TRAFFIC COLLISION	
230003455.1		12/7/2023	Thu	NO	INCIDENT REPORT	
230003456.1		12/7/2023	Thu	YES	DUI ARREST	VC 23152
230003459.1		12/7/2023	Thu	YES	WARRANT ARREST	PC 978.5
230003460.1		12/7/2023	Thu	NO	INCIDENT REPORT	
230003464.1		12/8/2023	Fri	NO	GRAND THEFT	PC 487
230003465.1		12/8/2023	Fri	NO	INCIDENT REPORT	
230003466.1		12/8/2023	Fri	NO	INCIDENT REPORT	
230003467.1		12/8/2023	Fri	NO	TRAFFIC COLLISION	
230003468.1		12/8/2023	Fri	NO	RO VIOLATION	PC 273.6
230003474.1		12/8/2023	Fri	NO	INCIDENT REPORT	
230003478.1		12/8/2023	Fri	NO	INCIDENT REPORT	
230003483.1		12/9/2023	Sat	YES	OPEN CONTAINER	BP 25620



MENDOTA POLICE DEPARTMENT

DECEMBER 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230003485.1		12/9/2023	Sat	NO	SEX OFFENSE	PC 243.4
230003488.1		12/9/2023	Sat	YES	AGGRAVATED ASSAULT	PC 245A1
230003489.1		12/10/2023	Sun	NO	INCIDENT REPORT	
230003492.1		12/10/2023	Sun	YES	UNLICENSE DRIVER	VC 12500
230003493.1		12/10/2023	Sun	NO	TRAFFIC COLLISION	
230003495.1		12/10/2023	Sun	YES	DUI ARREST	VC 23152
230003498.1		12/11/2023	Mon	NO	SEX OFFENSE	PC 288
230003499.1		12/11/2023	Mon	NO	VEHICLE STORAGE	VC 22651
230003502.1		12/11/2023	Mon	YES	AGGRAVATED ASSAULT	PC 245A1
230003507.1		12/12/2023	Tue	NO	INCIDENT REPORT	
230003508.1		12/12/2023	Tue	NO	RESIDENTIAL BURGLARY	PC 459
230003510.1		12/12/2023	Tue	NO	NARCOTICS VIOLATION	HS 11357
230003511.1		12/12/2023	Tue	NO	INCIDENT REPORT	
230003517.1		12/13/2023	Wed	NO	REPOSSESSION	
230003519.1		12/13/2023	Wed	NO	INCIDENT REPORT	
230003521.1		12/13/2023	Wed	YES	OPEN CONTAINER	BP 25620
230003523.1		12/13/2023	Wed	NO	ERROR	
230003526.1		12/13/2023	Wed	NO	TRAFFIC COLLISION	
230003530.1		12/14/2023	Thu	NO	DECEASED PERSON	11-44
230003531.1		12/14/2023	Thu	YES	WARRANT ARREST	PC 978.5
230003536.1		12/15/2023	Fri	NO	INCIDENT REPORT	
230003543.1		12/16/2023	Sat	NO	FIELD INTERVIEW	
230003559.1		12/17/2023	Sun	NO	PETTY THEFT	PC 484
230003560.1		12/17/2023	Sun	YES	PUBLIC INTOXICATION	PC 647F, PC 594, WARRANT ARREST
230003561.1		12/17/2023	Sun	NO	MISSING PERSON	
230003564.1		12/17/2023	Sun	YES	WARRANT ARREST	PC 978.5
230003565.1		12/17/2023	Sun	NO	TRESPASS	PC 602
230003566.1		12/18/2023	Mon	NO	INCIDENT REPORT	
230003567.1		12/18/2023	Mon	NO	EMBEZZLEMENT	PC 503
230003569.1		12/18/2023	Mon	NO	ANNOYING PHONE CALL	PC 653M
230003570.1		12/18/2023	Mon	NO	LOST PROPERTY	
230003573.1		12/18/2023	Mon	NO	CANCELLED	
230003574.1		12/18/2023	Mon	NO	VANDALISM	PC 594
230003580.1		12/19/2023	Tue	NO	INCIDENT REPORT	
230003581.1		12/19/2023	Tue	NO	TRAFFIC COLLISION	
230003582.1		12/19/2023	Tue	YES	DUI ARREST	VC 23152
230003583.1		12/19/2023	Tue	YES	UNLICENSE DRIVER	VC 12500
230003585.1		12/20/2023	Wed	NO	PETTY THEFT	PC 484
230003586.1		12/20/2023	Wed	YES	WARRANT ARREST	PC 978.5
230003589.1		12/20/2023	Wed	NO	ARSON	PC 451



MENDOTA POLICE DEPARTMENT

DECEMBER 2023



CASE#	ADDRESS	RPT DATE	DAYS	ARREST	CRIME TYPE	CHARGES
230003610.1		12/22/2023	Fri	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230003612.1		12/22/2023	Fri	YES	WARRANT ARREST	PC 978.5
230003613.1		12/22/2023	Fri	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
230003614.1		12/22/2023	Fri	NO	INCIDENT REPORT	
230003615.1		12/22/2023	Fri	YES	DUI ARREST	VC 23152
230003619.1		12/23/2023	Sat	YES	OPEN CONTAINER	BP25620
230003625.1		12/23/2023	Sat	NO	AGGRAVATED ASSAULT	PC 245
230003626.1		12/23/2023	Sat	YES	WARRANT ARREST	PC 978.5
230003629.1		12/23/2023	Sat	YES	NARCOTICS VIOLATION	HS 11364
230003631.1		12/24/2023	Sun	YES	OPEN CONTAINER	BP 25620
230003635.1		12/24/2023	Sun	YES	OPEN CONTAINER	BP 25620, PC 978.5
230003638.1		12/24/2023	Sun	YES	PUBLIC INTOXICATION	PC 647F
230003639.1		12/24/2023	Sun	NO	HIT & RUN	VC 20002
230003641.1		12/24/2023	Sun	NO	MENTALLY UNSTABLE	WI 5150
230003642.1		12/24/2023	Sun	YES	AGGRAVATED ASSAULT (DV)	PC 273.5
230003643.1		12/24/2023	Sun	YES	AGGRAVATED ASSAULT	PC 417
230003644.1		12/25/2023	Mon	NO	INCIDENT REPORT	
230003645.1		12/25/2023	Mon	NO	INCIDENT REPORT	
230003646.1		12/25/2023	Mon	YES	OPEN CONTAINER	BP 25620
230003647.1		12/26/2023	Tue	NO	GRAND THEFT AUTO	VC 10851
230003650.1		12/26/2023	Tue	NO	VANDALISM	PC 594
230003652.1		12/26/2023	Tue	YES	AGGRAVATED ASSAULT	PC 273.5
230003653.1		12/26/2023	Tue	NO	TRAFFIC COLLISION	
230003654.1		12/27/2023	Wed	YES	WARRANT ARREST	PC 978.5
230003659.1		12/28/2023	Thu	NO	AGGRAVATED ASSAULT (DV)	PC 273.5
230003662.1		12/28/2023	Thu	NO	VANDALISM	PC 594
230003668.1		12/28/2023	Thu	YES	WEAPONS POSSESSION (BRASS KNUCKLE)	PC 21810
230003669.1		12/28/2023	Thu	YES	WARRANT ARREST	PC 978.5
230003670.1		12/28/2023	Thu	YES	RAPE	PC 261.5
230003677.1		12/29/2023	Fri	NO	ERROR	
230003683.1		12/29/2023	Fri	YES	NARCOTICS VIOLATION	HS 11364
230003684.1		12/30/2023	Sat	YES	PUBLIC INTOXICATION	PC 647F
230003695.1		12/31/2023	Sun	YES	OPEN CONTAINER	BP 25620
230003699.1		12/31/2023	Sun	NO	VANDALISM	PC 594
230003700.1		12/31/2023	Sun	NO	FIELD INTERVIEW	
230003701.1		12/31/2023	Sun	YES	RECKLESS DRIVING	VC 23103
230003702.1		12/31/2023	Sun	YES	RAPE	PC 261.5
240000001.1		12/31/2023	Sun	NO	ATTEMPTED SUICIDE	
240000002.1		12/31/2023	Sun	NO	SIMPLE ASSAULT	PC 242
240000003.1		12/31/2023	Sun	YES	NARCOTICS VIOLATION	HS 11350, PC 148, PC 647F



MENDOTA POLICE DEPARTMENT

DECEMBER 2023



CRIME TYPE	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Grand Total
AGGRAVATED ASSAULT	1	1	1				2	5
AGGRAVATED ASSAULT (DV)	1				1	2		4
ANNOYING PHONE CALL		1						1
ARSON				1				1
ATTEMPTED SUICIDE	1							1
BUGRLARY TOOLS						1		1
DECEASED PERSON					1			1
DUI ARREST	1		1	1	1	1	3	8
EMBEZZLEMENT		1						1
ERROR / CANCELLED		1		1		1		3
FIELD INTERVIEW	3						1	4
GRAND THEFT						1		1
GRAND THEFT AUTO			1			1		2
HIT & RUN	1					2		3
IDENTITY THEFT			1					1
INCIDENT REPORT	1	3	4	1	2	8		19
INJURED PERSON				1				1
LOST PROPERTY		2						2
MENTALLY UNSTABLE	1		2					3
MISSING PERSON	1							1
NARCOTICS VIOLATION	1		2			1	1	5
OPEN CONTAINER	3	1		1			2	7
PETTY THEFT	1			1				2
PUBLIC HAZARD			1					1
PUBLIC INTOXICATION	2						1	3
RAPE	1				1			2
RECKLESS DRIVING	1							1
REPOSSESSION				1			1	2
RESIDENTIAL BURGLARY			1		1			2
RO VIOLATION						1		1
SEX OFFENSE		1					1	2
SIMPLE ASSAULT	1							1
SUSPENDED LICENSE							1	1
TRAFFIC COLLISION	1		2	1	1	1		6
TRESPASS	1							1
UNLICENSE DRIVER	1		1					2
VANDALISM	1	1	1		1			4
VEHICLE BURGLARY						1		1
VEHICLE STORAGE	1	1						2
WARRANT ARREST	2			2	3	1	2	10
WEAPONS POSSESSION (BRASS KNUCKLE)					1			1
GRAND TOTAL	28	13	18	11	13	22	15	120

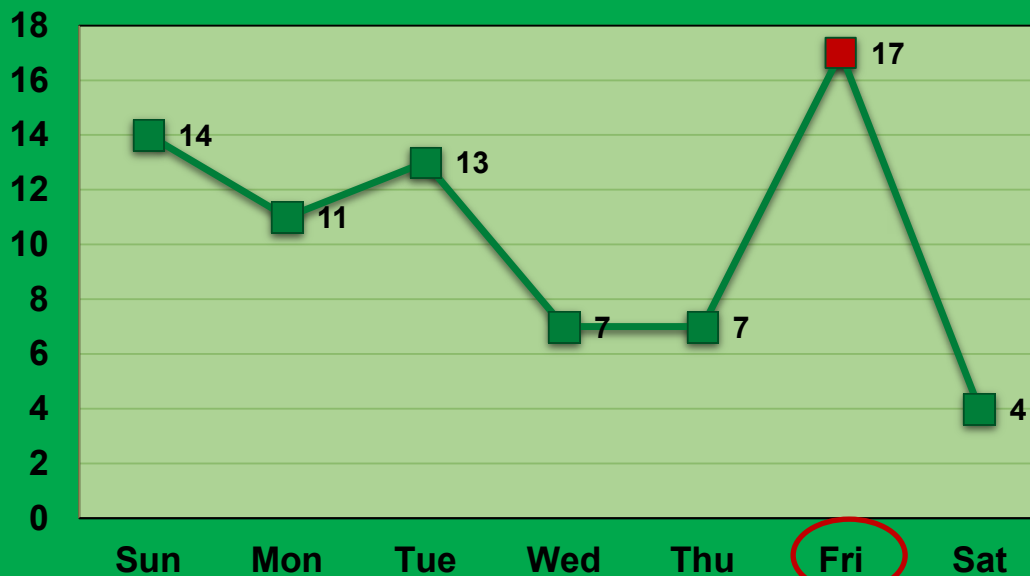


MENDOTA POLICE DEPARTMENT

DECEMBER 2023 - ARRESTS



ARRESTS PER DAY OF WEEK



DAYS	ARRESTS
Sun	14
Mon	11
Tue	13
Wed	7
Thu	7
Fri	17
Sat	4
Grand Total	73

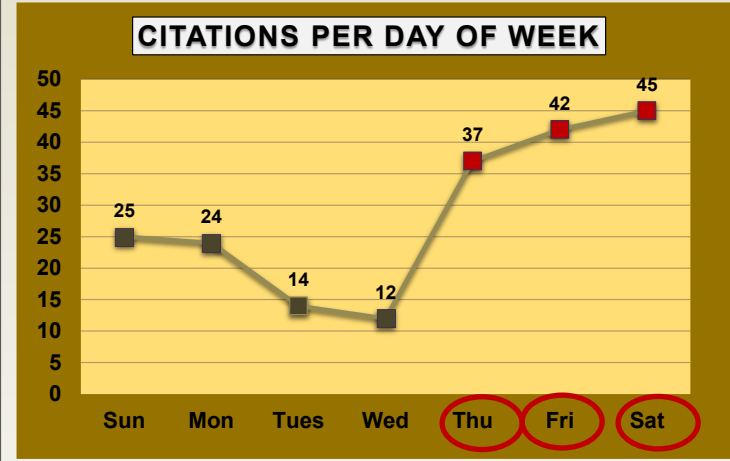


MENDOTA POLICE DEPARTMENT

DECEMBER 2023 - CITES



CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK	CASE#	RPT DATE	DAY OF WEEK
230003387.1	12/1/2023	Fri	230003503.1	12/11/2023	Mon	230003600.1	12/21/2023	Thu
230003388.1	12/1/2023	Fri	230003504.1	12/11/2023	Mon	230003601.1	12/21/2023	Thu
230003395.1	12/1/2023	Fri	230003505.1	12/11/2023	Mon	230003602.1	12/21/2023	Thu
230003396.1	12/1/2023	Fri	230003506.1	12/11/2023	Mon	230003603.1	12/21/2023	Thu
230003397.1	12/1/2023	Fri	230003509.1	12/12/2023	Tue	230003604.1	12/21/2023	Thu
230003398.1	12/1/2023	Fri	230003512.1	12/12/2023	Tue	230003605.1	12/21/2023	Thu
230003399.1	12/1/2023	Fri	230003513.1	12/12/2023	Tue	230003606.1	12/21/2023	Thu
230003400.1	12/1/2023	Fri	230003514.1	12/12/2023	Tue	230003607.1	12/21/2023	Thu
230003402.1	12/1/2023	Fri	230003515.1	12/12/2023	Tue	230003608.1	12/22/2023	Fri
230003405.1	12/2/2023	Sat	230003516.1	12/12/2023	Tue	230003609.1	12/22/2023	Fri
230003406.1	12/2/2023	Sat	230003518.1	12/13/2023	Wed	230003611.1	12/22/2023	Fri
230003408.1	12/2/2023	Sat	230003520.1	12/13/2023	Wed	230003616.1	12/22/2023	Fri
230003409.1	12/2/2023	Sat	230003522.1	12/13/2023	Wed	230003617.1	12/22/2023	Fri
230003410.1	12/2/2023	Sat	230003524.1	12/13/2023	Wed	230003618.1	12/23/2023	Sat
230003414.1	12/3/2023	Sun	230003525.1	12/13/2023	Wed	230003620.1	12/23/2023	Sat
230003415.1	12/3/2023	Sun	230003527.1	12/14/2023	Thu	230003621.1	12/23/2023	Sat
230003418.1	12/3/2023	Sun	230003528.1	12/14/2023	Thu	230003622.1	12/23/2023	Sat
230003419.1	12/3/2023	Sun	230003529.1	12/14/2023	Thu	230003623.1	12/23/2023	Sat
230003421.1	12/3/2023	Sun	230003532.1	12/14/2023	Thu	230003624.1	12/23/2023	Sat
230003423.1	12/3/2023	Sun	230003533.1	12/15/2023	Fri	230003627.1	12/23/2023	Sat
230003424.1	12/3/2023	Sun	230003534.1	12/15/2023	Fri	230003628.1	12/23/2023	Sat
230003425.1	12/4/2023	Mon	230003535.1	12/15/2023	Fri	230003630.1	12/23/2023	Sat
230003426.1	12/4/2023	Mon	230003537.1	12/15/2023	Fri	230003632.1	12/24/2023	Sun
230003427.1	12/4/2023	Mon	230003538.1	12/15/2023	Fri	230003633.1	12/24/2023	Sun
230003429.1	12/4/2023	Mon	230003539.1	12/15/2023	Fri	230003634.1	12/24/2023	Sun
230003430.1	12/4/2023	Mon	230003540.1	12/15/2023	Fri	230003636.1	12/24/2023	Sun
230003431.1	12/4/2023	Mon	230003541.1	12/15/2023	Fri	230003637.1	12/24/2023	Sun
230003432.1	12/4/2023	Mon	230003542.1	12/16/2023	Sat	230003640.1	12/24/2023	Sun
230003433.1	12/4/2023	Mon	230003544.1	12/16/2023	Sat	230003648.1	12/25/2023	Mon
230003434.1	12/4/2023	Mon	230003545.1	12/16/2023	Sat	230003649.1	12/25/2023	Mon
230003435.1	12/4/2023	Mon	230003546.1	12/16/2023	Sat	230003651.1	12/26/2023	Tue
230003436.1	12/4/2023	Mon	230003547.1	12/16/2023	Sat	230003655.1	12/27/2023	Wed
230003437.1	12/5/2023	Tue	230003548.1	12/16/2023	Sat	230003656.1	12/27/2023	Wed
230003442.1	12/5/2023	Tue	230003549.1	12/16/2023	Sat	230003657.1	12/27/2023	Wed
230003443.1	12/5/2023	Tue	230003550.1	12/16/2023	Sat	230003658.1	12/28/2023	Thu
230003446.1	12/5/2023	Tue	230003551.1	12/16/2023	Sat	230003660.1	12/28/2023	Thu
230003447.1	12/6/2023	Wed	230003552.1	12/16/2023	Sat	230003661.1	12/28/2023	Thu
230003450.1	12/7/2023	Thu	230003553.1	12/16/2023	Sat	230003663.1	12/28/2023	Thu
230003451.1	12/7/2023	Thu	230003554.1	12/16/2023	Sat	230003664.1	12/28/2023	Thu
230003452.1	12/7/2023	Thu	230003555.1	12/16/2023	Sat	230003665.1	12/28/2023	Thu
230003457.1	12/7/2023	Thu	230003556.1	12/16/2023	Sat	230003666.1	12/28/2023	Thu
230003458.1	12/7/2023	Thu	230003557.1	12/16/2023	Sat	230003667.1	12/28/2023	Thu
230003461.1	12/7/2023	Thu	230003558.1	12/16/2023	Sat	230003671.1	12/28/2023	Thu
230003462.1	12/8/2023	Fri	230003562.1	12/17/2023	Sun	230003672.1	12/29/2023	Fri
230003463.1	12/8/2023	Fri	230003563.1	12/17/2023	Sun	230003673.1	12/29/2023	Fri
230003469.1	12/8/2023	Fri	230003568.1	12/18/2023	Mon	230003674.1	12/29/2023	Fri
230003470.1	12/8/2023	Fri	230003572.1	12/18/2023	Mon	230003675.1	12/29/2023	Fri
230003471.1	12/8/2023	Fri	230003571.1	12/18/2023	Mon	230003676.1	12/29/2023	Fri
230003472.1	12/8/2023	Fri	230003575.1	12/18/2023	Mon	230003678.1	12/29/2023	Fri
230003473.1	12/8/2023	Fri	230003576.1	12/18/2023	Mon	230003679.1	12/29/2023	Fri
230003475.1	12/8/2023	Fri	230003577.1	12/19/2023	Tue	230003680.1	12/29/2023	Fri
230003476.1	12/8/2023	Fri	230003578.1	12/19/2023	Tue	230003681.1	12/29/2023	Fri
230003477.1	12/8/2023	Fri	230003579.1	12/19/2023	Tue	230003682.1	12/29/2023	Fri
230003479.1	12/9/2023	Sat	230003584.1	12/20/2023	Wed	230003685.1	12/30/2023	Sat
230003480.1	12/9/2023	Sat	230003587.1	12/20/2023	Wed	230003686.1	12/30/2023	Sat
230003481.1	12/9/2023	Sat	230003588.1	12/20/2023	Wed	230003687.1	12/30/2023	Sat
230003482.1	12/9/2023	Sat	230003590.1	12/21/2023	Thu	230003688.1	12/30/2023	Sat
230003484.1	12/9/2023	Sat	230003591.1	12/21/2023	Thu	230003689.1	12/30/2023	Sat
230003486.1	12/9/2023	Sat	230003592.1	12/21/2023	Thu	230003690.1	12/30/2023	Sat
230003487.1	12/9/2023	Sat	230003593.1	12/21/2023	Thu	230003691.1	12/30/2023	Sat
230003490.1	12/10/2023	Sun	230003594.1	12/21/2023	Thu	230003692.1	12/30/2023	Sat
230003491.1	12/10/2023	Sun	230003595.1	12/21/2023	Thu	230003693.1	12/31/2023	Sun
230003494.1	12/10/2023	Sun	230003596.1	12/21/2023	Thu	230003694.1	12/31/2023	Sun
230003496.1	12/10/2023	Sun	230003597.1	12/21/2023	Thu	230003696.1	12/31/2023	Sun
230003497.1	12/10/2023	Sun	230003598.1	12/21/2023	Thu	230003697.1	12/31/2023	Sun
230003500.1	12/11/2023	Mon	230003599.1	12/21/2023	Thu	230003698.1	12/31/2023	Sun
230003501.1	12/11/2023	Mon						

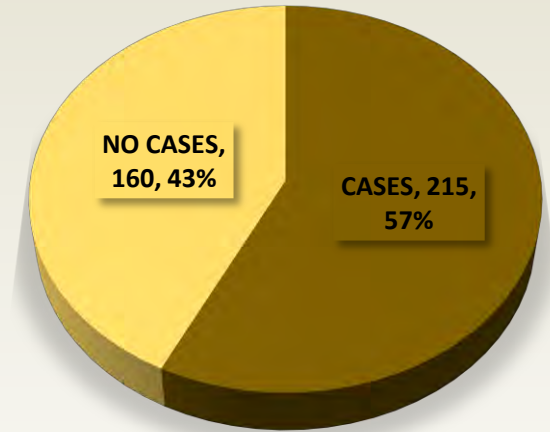
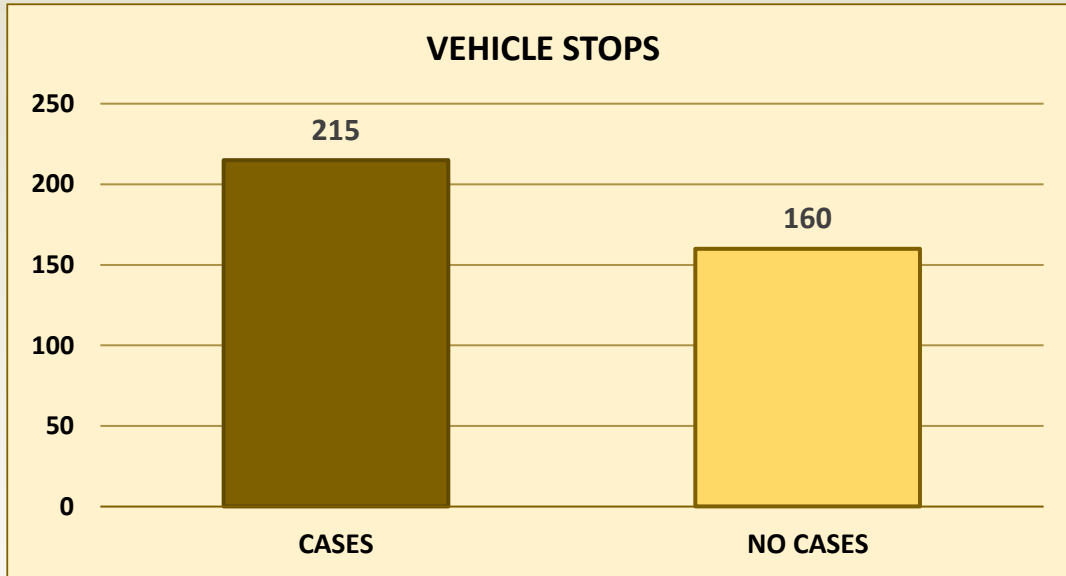


DAYS	COUNT
Sun	25
Mon	24
Tues	14
Wed	12
Thu	37
Fri	42
Sat	45
Grand Total	199



MENDOTA POLICE DEPARTMENT

DECEMBER 2023 – VEHICLE STOPS



TOTAL VEHICLE STOPS – 375

- WITH CASE NUMBERS – 215
- WITHOUT CASE NUMBERS - 160



MENDOTA POLICE DEPARTMENT

DECEMBER 2023



CRIME TYPE	December	January	February	March	April	May	June	July	August	September	October	November	December	2023 Totals	NOV-DEC%
Homicide	0	0	0	0	1	0	0	0	0	0	0	0	0	1	NON-CAL
Rape	0	0	0	1	0	1	1	2	2	2	0	1	2	12	100%
Other Sex Offense	5	1	3	2	0	2	0	0	0	0	0	0	0	8	NON-CAL
Robbery	0	0	0	0	0	1	1	1	0	1	0	1	0	5	-100%
Aggravated Assault	3	2	2	4	2	3	7	4	4	9	8	4	5	54	25%
Aggravated Assault (DV)	4	2	3	1	1	4	3	5	5	5	3	5	4	41	-20%
Simple Assault	5	1	6	5	1	1	5	4	12	7	3	2	1	48	-50%
Simple Assault (DV)	0	0	0	1	2	1	2	0	0	1	1	0	0	8	NON-CAL
Residential Burglary	0	1	1	0	0	1	1	2	1	0	0	0	2	9	NON-CAL
Commercial Burglary	0	1	0	0	0	0	0	0	0	2	0	0	0	3	NON-CAL
Auto Theft	7	6	6	2	8	6	2	7	5	7	2	1	2	54	100%
Grand Theft	0	0	0	3	1	1	1	0	0	0	0	2	1	9	-50%
Petty Theft	2	2	1	4	8	20	4	1	2	1	3	3	2	51	-33%
Vehicle Burglary	1	1	1	1	2	0	3	2	0	0	1	0	1	12	NON-CAL
ID Theft/Fraud	1	2	0	1	1	2	5	4	1	1	4	3	1	25	-67%
Arson	0	0	0	0	0	0	1	0	0	0	0	1	1	3	0%
Vandalism	10	11	9	9	8	7	11	8	14	4	17	5	4	107	-20%
Hate Crimes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NON-CAL
Possession of Firearm	0	2	0	1	2	0	2	0	1	0	1	0	0	9	NON-CAL
Possession of Knife	0	0	1	0	1	0	1	0	3	1	1	1	0	9	-100%
DUI Arrests	4	5	2	4	5	4	9	3	2	2	5	7	8	56	14%
Public Intoxication	0	3	3	1	6	15	11	4	17	4	4	4	3	75	-25%
Narcotics Violation	4	1	3	14	9	17	12	12	16	11	10	5	5	115	0%
Parole/Restraining Order Violation	2	1	1	2	0	3	0	3	3	5	1	0	1	20	NON-CAL
Warrant Arrest	8	8	5	14	14	20	11	13	16	15	30	16	10	172	-38%
Mental Health Reports	1	0	2	2	0	1	1	1	0	0	1	4	3	15	-25%
Runaway / Missing	1	4	3	1	1	3	1	1	7	4	3	3	1	32	-67%
Trespass	1	1	2	1	0	1	5	1	1	2	2	0	1	17	NON-CAL
TOTALS	59	55	54	74	73	114	100	78	112	84	100	68	58	970	-15%